



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, JUNE 14, 2023 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

CITY COUNCIL

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

ASSISTANT CITY MANAGER
Arlene Salazar

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Fire Chief
Police Chief
Director of Finance
Director of Human Resources
Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Director of Transportation
Director of Public Affairs and Information Technology

Fernando Pelaez
Paul Espinosa
Michael Solorza
Nicholas Razo
Joseph Palombi
James Enriquez
David Sosnowski
Adrianna Kendricks
Michael Chee

NOTICES

This City Council Meeting ("Council") 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.montebellocal.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:

Pursuant to Section 54957.95 of the Government Code, the presiding member of the legislative body conducting a meeting, or their designee, is authorized to remove, or cause the removal of, an individual for disrupting the meeting. Any such removal will be preceded by a warning to the disruptive individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to promptly cease their disruptive behavior may result in their removal.

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 meetings, you may address the City Council ***in person only the day of the meeting.*** Speakers will be required to fill out a speaker card provided at the door and submit it to City Clerk staff prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. ***Closed Session begins at 6:00 p.m. and Regular Session begins immediately thereafter; if there is no Closed Session, Regular Session will begin at 6:00 p.m.***

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 - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. 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 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 and City Council.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

- a. Government Code Section 54956.9(d)(1)
NASA Services, Inc., et al. vs. City of Montebello, et al.
LASC Case No. 21STCP01969
- b. Government Code Section 54956.9(d)(1)
Zenzhiryan vs. City of Montebello, et al.
LASC Case No. 21STCV18690
- c. Government Code Section 54956.9(d)(1)
Ferrari vs. City of Montebello, et al.
LASC Case No. BC 719730
- d. Government Code Section 54956.9(d)(1)
Beverly Community Hospital Association Bankruptcy Matter
U.S. Bankruptcy Court Central District of California (Los Angeles)
Bankruptcy Petition #: 2:23-bk-12359-SK
- e. Government Code Section 54956.9(d)(1)
John Doe vs. City of Montebello, et al.
Los Angeles County Superior Court Case No. 22STP03976

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

- a. Government Code Section 54956.9(d)(2)
BBK Working Group Confidential Agreement related to the BBK Class I Landfill Cost Recovery Efforts
(one matter)
- b. Government Code Section 54956.9(d)(2)
One matter related to the Brownfield Overlay District

3. PUBLIC EMPLOYEE APPOINTMENT

Government Code Section 54957
Position: City Manager/Interim City Manager/Acting City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT****INVOCATION****PLEDGE OF ALLEGIANCE****CORRECTIONS TO THE AGENDA - ASSISTANT CITY MANAGER****CEREMONIAL ITEMS/PRESENTATIONS**

4. CITIZEN OF THE MONTH - CAMILLA CHAN
5. LGBTQIA+ PRIDE MONTH
6. JUNETEENTH - FREEDOM DAY
7. NATIONAL GOLF FOUNDATION PRESENTATION

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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 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 and City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**REGULAR BUSINESS****8. ADOPTION OF FISCAL YEAR 2023-24 OPERATING AND CAPITAL BUDGET**

RECOMMENDATION: It is recommended that the City Council:

1. Approve a resolution adopting the Fiscal Year 2023-24 operating and capital budgets for all funds; and,
2. Approve a resolution adopting the compensation plan, table of organization and job classifications for Fiscal Year 2023-24 and,
3. Approve a resolution establishing a Fiscal Year 2023-24 appropriations limit per Government Code Section 7190 (Gann Limit); and,
4. Take other measures and actions necessary.

9. APPROVE TASK NO. 5 UNDER MASTER RETAINER AGREEMENT NO. 3999 WITH MARK THOMAS & COMPANY, INC. FOR ENGINEERING DESIGN SERVICES FOR THE PAVING THE WAY PROGRAM PROJECT – MONTEBELLO BOULEVARD FROM WEST LOS ANGELES AVENUE TO LINCOLN AVENUE (C.P. NO.888)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Task Order No. 5 via an Engagement Letter under Master Retainer Agreement No. 3999 with Mark Thomas for Engineering Design Services for a fee not-to exceed \$282,008 (The design fee is reduced to \$175,816 with the elimination of the landscaped medians); and
2. Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and
3. Take such additional, related action that may be desirable.

10. ADOPT RESOLUTION NO. 23-40 APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE OFFICERS ASSOCIATION

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-40 approving a tentatively agreed to comprehensive Memorandum of Understanding (MOU) between the City of Montebello (City) and the Montebello Police Officers Association (MPOA); and
2. Take such additional, related action that may be desirable.

11. APPOINTMENT OF ACTING CITY MANAGER AND APPROVAL OF TERMS OF EMPLOYMENT

RECOMMENDATION: It is recommended that the City Council:

1. Appoint Arlene Salazar as Acting City Manager for the City of Montebello; and
2. Make certain adjustments to Ms. Salazar's terms of employment during the time she serves as the Acting City Manager; and
3. Direct the processing of a Personnel Action Form to reflect the terms approved as set forth in this report.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, 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.

12. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3767 WITH HAZELRIGG CLAIMS MANAGEMENT SERVICES, INC., A COMPANY OF TRISTAR CLAIMS MANAGEMENT SERVICES, INC.

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3767 with Hazelrigg Claims Management Services, Inc. (HCMS), a company of TRISTAR Claims Management Services, Inc. (TRISTAR), to exercise a one-year (1-year) term contract extension to provide third party administration (TPA) services for the City of Montebello's (City) self-insured workers' compensation program, and limited TPA services for the general liability program; and
2. Authorize the Assistant City Manager and/or her designee to execute Amendment No. 1 with TRISTAR on behalf of the City; and
3. Take such additional, related, action that may be desirable.

13. INFORMATION TECHNOLOGY INFRASTRUCTURE PROJECT STATUS UPDATE AND BUDGET AMENDMENT

RECOMMENDATION: It is recommended that the City Council:

1. File and receive the attached detailed budget update reporting spending details of year one of the Information Technology upgrade project and related spending; and
2. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$3,613,179 in Accounts No.100-99-4023.10, 100-99-7000.85, and 325-99-4999.30; and
3. Take such additional, related action that may be desirable.

14. ANNUAL APPROVAL OF CITY'S INVESTMENT POLICY

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-53 approving the Investment Policy Statement for the City and Successor Agency as required by Government Code Section 53601 et al.

15. REQUEST TO APPROVE ANNUAL BLANKET PURCHASE ORDERS FOR FISCAL YEAR 2023-24

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Blanket Purchase Orders/purchasing authorization amounts to various vendors for purchasing during Fiscal Year 2023-24; and
2. Authorize the City Manager to approve up to an additional \$25,000 in expenditures for each vendor, if necessary, during the same fiscal year; and
3. Take such additional, related action that may be desirable.

16. APPROVE ISSUING AN EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING SERVICES REQUEST FOR PROPOSAL, NO. 23-11

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing an Exterior Bus Graphics Decal Replacement and Repainting Services Request for Proposal, No. 23-11 (RFP No. 23-11); and
2. Take such additional, related action that may be desirable.

17. APPROVE ISSUING A SCRUBBERS AND SWEEPER EQUIPMENT REPLACEMENT REQUEST FOR QUOTE, NO. RFQ-23-1

RECOMMENDATION: It is recommended that the City Council:

1. Approve Issuing a Scrubbers and Sweeper Equipment Replacement Request for Quote, No. RFQ-23-1; and
2. Take such additional, related action that may be desirable.

18. ADOPT RESOLUTION NO. 23-42 TO AUTHORIZE THE SUBMISSION OF APPLICATIONS TO THE FEDERAL TRANSIT ADMINISTRATION TO RECEIVE FUNDING FOR HYDROGEN FUEL CELL ELECTRIC BATTERY BUSES AND TRANSIT FACILITY HVAC UPGRADE PROJECTS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-42 to authorize the submission of applications to the Federal Transit Administration (FTA) to receive funding for hydrogen fuel cell electric battery buses (FCEBs) and transit facility heating, ventilation, and air conditioning (HVAC) upgrade projects; and
2. Take such additional, related action that may be desirable.

19. ADOPT RESOLUTION NO. 23-43 APPROVING MONTEBELLO BUS LINES AMERICAN WITH DISABILITIES ACT (ACT) REASONABLE MODIFICATION / ACCOMMODATION ADMINISTRATIVE POLICY

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-43 approving Montebello Bus Lines American with Disabilities Act Reasonable Modification / Accommodation Administrative Policy; and
2. Take such additional, related action that may be desirable.

20. ADOPT RESOLUTION NO. 23-44 APPROVING MONTEBELLO BUS LINES' FY23-25 SHORT-RANGE TRANSIT PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-44 approving Montebello Bus Lines' Fiscal Year 2023-25 Short Range Transit Plan, including the encompassed recommendations; and
2. Take such additional, related action that may be desirable.

21. ADOPT RESOLUTION NO. 23-46 APPROVING AMENDMENT NO. 1 TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMERCIAL FAÇADE PROGRAM GUIDELINES**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 23-46 Approving Amendment No. 1 to Community Development Block Grant (CDBG) Commercial Façade Program Guidelines and finding that the approval of Amendment No. 1 is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines and none of the exceptions under Section 15300.2 apply; and
2. Amend the Fiscal Year 2022-23 CDBG Commercial Façade Program Guidelines to reflect the revised guidelines for the extension of time to use approved funding, maximum amount of funding per application, and applicant contribution amount; and
3. Take such additional, related action that may be desirable.

22. CONSIDERATION OF RESOLUTION NO. 23-39 TO VACATE AND TERMINATE AN IRREVOCABLE OFFER OF DEDICATION FOR HABITAT RESERVE**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 23-39 vacating and terminating an Irrevocable Offer of Dedication ("IOD") from Sentinel Peak Resources California, LLC ("Sentinel") to the City of Montebello in connection with the Montebello Hills habitat reserve having Instrument No. 20191405603 dated December 17, 2019; and
2. Take such additional, related action that may be desirable.

23. ADOPT RESOLUTION NO. 23-48 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2023-24 ANNUAL NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND SETTING A DATE FOR THE PUBLIC HEARING**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 23-48 (Attachment A) approving the Fiscal Year 2023-24 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Drain Pump Assessment District No. 2005-2 and setting a date for a Public Hearing for the regular meeting scheduled on July 26, 2023 at 6:00 pm; and
2. Take such additional, related action that may be desirable.

24. ADOPT RESOLUTION NO. 23-49 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2023-24 ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND SETTING A DATE FOR THE PUBLIC HEARING**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 23-49 (Attachment A) approving the Fiscal Year 2023-24 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1 setting a date for the Public Hearing for the regular meeting scheduled on July 26, 2023 at 6:00 pm; and
2. Take such additional, related action that may be desirable.

25. MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT (CP NO. 894) – ARTIFICIAL TURF PURCHASE ORDER**RECOMMENDATION: It is recommended that the City Council:**

1. By a four-fifths vote of the City Council authorize the dispensing of a formal bidding procedure for the purchase of artificial turf material for the Montebello Municipal Golf Course Renovation Project (CP No. 894), in accordance with Montebello Municipal Code Chapter 3.20.050; and
2. Approve a Purchase Order with TrueTurf LLC in the amount not-to-exceed \$76,176 for the artificial turf and authorize the City Manager to execute the Purchase Order; and
3. Take such additional, related action that may be desirable.

26. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-13) FOR A MEDICAL DIRECTOR – EMERGENCY MEDICAL SERVICES PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing a Request for Proposals (RFP) No. 23-13 for a Medical Director – Emergency Medical Services (EMS) Program; and
2. Authorize payment of invoices from Dr. Angelica Loza-Gomez for medical director services in an amount not to exceed \$40,000; and
3. Authorize the use of up to \$20,000 for additional medical director services;
4. Take such additional, related action that may be desirable.

27. APPROVAL OF MINUTES: MAY 10, 2023 CITY COUNCIL MEETING; MAY 24, 2023 CITY COUNCIL MEETING; JUNE 5, 2023 CITY COUNCIL SPECIAL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said minutes as is.

28. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-45 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JUNE 14, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-45 approving the Warrant Register dated June 14, 2023.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

Members 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/AGENCY ORALS

Announcements and requests for future agenda items.

• **Scarlet Peralta, Mayor Pro Tem**

1. Seeking Council consensus to begin the process of rebranding the Golf Course.
2. Father's Day Giveaway - Nominate your father figure at scarletmtb.com/FathersDay

• **Angie M. Jimenez, Councilmember**

• **Salvador Melendez, Councilmember**

1. Requesting Council consensus directing staff to raise awareness of Arthrogryposis Multiplex Congenita (AMC) through social media platforms.

• **Georgina Tamayo, Councilmember**

- David N. Torres, Mayor

1. Request for council consensus to investigate alleged due process violations in the investigation into allegations of misconduct.

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on June 28, 2023, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Acting Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, June 12, 2023, no later than 6:00 p.m.**



Kimberly Guillen, Acting Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **CITY OF MONTEBELLO FORECASTED AGENDA**



ITEM # 8

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: ADOPTION OF FISCAL YEAR 2023-24 OPERATING AND CAPITAL BUDGET

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve a resolution adopting the Fiscal Year 2023-24 operating and capital budgets for all funds; and,
2. Approve a resolution adopting the compensation plan, table of organization and job classifications for Fiscal Year 2023-24 and,
3. Approve a resolution establishing a Fiscal Year 2023-24 appropriations limit per Government Code Section 7190 (Gann Limit); and,
4. Take other measures and actions necessary.

FISCAL IMPACT:

The City of Montebello celebrates its second century of incorporation with the proposed Fiscal Year 2023-24 Operating and Capital budget. The City is faced with a unique combination of opportunities and challenges, with many new projects underway that will propel economic development in the community. The past fiscal year witnessed the continuation of progress towards financial sustainability.

The proposed all-funds budget includes \$211,425,903 in expenditures and \$208,909,686 in revenue. The majority of the difference between proposed expenditures and revenue is from utilizing available fund balance in the various Special Revenue Funds for capital projects such as reconstructing and paving City streets. There are also available bond proceeds from the "Paving the Way" Lease Revenue Bonds Series 2019ABC available for street and road projects. The table below shows an overview of revenue and expenditures, by major fund category:

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	REVENUE	EXPENDITURES	Variance
General Fund	\$ 73,316,400	\$ 72,687,450	\$ 628,950
Grants/Special Revenue Funds	\$ 38,139,936	\$ 37,220,352	\$ 919,584
Capital Projects (Street/Infrastructure)	\$ 26,517,200	\$ 31,364,750	\$ (4,847,550)
Internal Service Funds	\$ 6,950,400	\$ 8,374,901	\$ (1,424,501)
Enterprise Funds	\$ 59,198,500	\$ 55,792,350	\$ 3,406,150
Fiduciary Funds	\$ 4,787,250	\$ 5,986,100	\$ (1,198,850)
TOTAL CITY BUDGET	\$ 208,909,686	\$ 211,425,903	\$ (2,516,217)

A fuller and more detailed version of the proposed budget -- which includes line item details as well as summary tables and schedules of expenditure and revenue for every fund appropriated -- can be found on the City's website. <https://www.montebelloca.gov/>. Review of that document in conjunction with this agenda report provides a complete picture of the proposed budget and its various details.

The General Fund budget, which provides funding for everyday services our residents depend on – Police, Fire, community services, code enforcement, street and park maintenance – is projected to have a \$628,950 surplus. General Fund expenditures of \$72,687,450 are less than forecasted revenues of \$73,316,400.

General Fund revenues vs. expenditures are summarized below:

	FY 2023-24 Proposed Budget
General Fund Expenditures	72,687,450
General Fund Revenue	73,316,400
Surplus / (Deficit)	628,950

Total, all funds appropriations (expenditures and revenue) include General Fund operations as well as Transit (Montebello Bus Lines), the Hilton Garden Inn and Home2Suites, the various Capital Improvement Program (CIP) projects funded with Local Return Funds (i.e., Measure R, Proposition C), Federal and State grants and bond proceeds, Community Development Block Grant (CDBG) and HOME programs, grant awards, Property Tax Override payment of Pension Obligation Bond debt service and ongoing pension normal costs, Successor Agency (former Redevelopment Agency) enforceable obligations, and many other projects, programs and operations utilizing various special and restricted funding sources.

The progress in right-sizing the City's General Fund over the past four fiscal years is significant. Staff worked diligently to review all revenue and expenditure items, performing a "modified" zero-based budgeting exercise for the fourth consecutive year. This budget represents the fourth year of a five-year budget development process, with the end goal being the achievement of a sustainable and healthy budget that incorporates strategic goals while providing funding for essential daily operations.

General Fund

Total General Fund revenue is projected to be \$73,316,400, a \$4.631 million increase

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(6.7%) over the FY 2022-23 adopted budget. The table below shows historical General Fund revenue by major category, from FY 2019-20 (actuals) to FY 2023-24 (projected).

	FY 19-20 ACTUAL	FY 20-21 ACTUAL	FY 21-22 ACTUALS	FY 22-23 ADOPTED	FY 23-24 PROPOSED	Variance
SALES TAX	12,817,884	22,270,247	25,378,979	25,126,900	26,085,000	958,100
PROPERTY TAX	12,701,368	13,714,582	14,195,130	14,875,000	15,612,800	737,800
OTHER TAXES	2,732,921	2,793,180	2,931,593	3,070,000	3,680,000	610,000
LICENSES AND PERMITS	4,776,531	5,775,694	7,683,271	6,468,000	7,051,000	583,000
FINES AND FORFEITURES	2,186,401	2,301,787	2,499,502	2,920,000	2,940,000	20,000
CHARGES FOR SERVICE	6,066,829	6,105,784	7,758,526	7,945,800	8,365,100	419,300
OTHER REVENUE	3,334,783	10,996,196	9,336,597	4,180,100	5,282,500	1,102,400
TRANSFERS IN	3,987,540	3,570,002	3,637,348	4,100,000	4,300,000	200,000
	48,604,257	67,527,472	73,420,946	68,685,800	73,316,400	4,630,600

Sales tax is projected to increase \$958,100 year-over-year (3.8%) when compared to the FY 2022-23 adopted budget. The projected uptick in sales tax revenue is based on a steady economy, tempered by projections of a possible slow down at the end of calendar year 2023. The FY 2023-24 budget includes the fourth full year of Measure H revenue and more accurately reflects the expected amount as more data is available about this transaction and use tax source, which allows for more accurate forecasts.

Property Tax is also proving strong, with a 5.0% increase in Assessed Value, providing an additional \$737,800 in the proposed budget. It must be noted that the positive impact of the Metro Heights project is not part of the FY 2023-24 property tax revenue forecast. The County assesses properties every January 1, as well as when an existing property is sold. While there were some completed Metro Heights properties as of January 1, 2023, the assessment that occurs January 1, 2024, which will impact FY 2024-25 property tax revenue, will be the most significant and positive. During the 2023-24 fiscal year, staff will present updated property tax forecasts that incorporate sales of Metro Heights properties.

Licenses and Permits forecast an increase of \$583,000 (9.0%), based on additional permit and development related revenue from the Metro Heights and Topgolf projects. Various permits (building, plumbing, mechanical) and plan check fees are seeing a several year bump as the Metro Heights development progresses. The Topgolf project also contributes to these revenue streams. The positive impact of these short-term projects is tempered in the FY 2023-24 forecast so as not to overestimate the (short-term) revenue from these additional permits and plan checks. Eventually, once these projects are completed, revenue for these permits and plan checks will level off to historical averages.

Franchise Fees are projected to increase \$610,000, primarily from the addition of a new source of revenue: SB 1383 organic waste collection. This source of revenue alone is projected to contribute an additional \$300,000 in annual revenue. This is a continuous source of revenue and helps build the General Fund revenue base for future years.

The City of Montebello is a full-service city, providing Police, Fire, Public Works, Parks and Recreation, Transit and various building, planning and internal support functions (i.e., Finance, Human Resources, Information Technology, etc.) to the community. The total

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proposed FY 2023-24 General Fund expenditures budget supporting day-to-day functions is \$72,687,450, a \$4.697 million increase (6.9%) over the FY 2022-23 adopted budget.

The table below provides a department level view of expenditures for FY 2023-24, with comparisons to prior year budgets and actuals:

	FY 2019-20 Actuals	FY 2020-21 Actuals	FY 2021-22 Adopted Budget	2021-22 Actuals	FY 2022-23 ADOPTED BUDGET	2023-24 PROPOSED BUDGET
Administration	2,392,931	2,473,138	2,354,400	2,709,803	2,736,200	2,221,900
Community Development	1,612,140	1,752,274	2,489,820	2,375,062	2,602,450	2,739,200
Finance	2,227,568	2,201,468	2,130,300	2,684,390	2,648,900	3,082,650
Fire	15,114,996	15,310,306	15,814,270	15,625,500	16,887,400	17,074,150
Human Resources	1,239,180	1,742,602	1,928,000	2,172,884	2,298,300	1,684,500
Parks & Recreation	4,472,874	5,078,363	5,361,550	6,002,391	3,140,600	4,170,450
Police	19,223,841	18,916,427	18,818,950	19,317,618	19,611,000	20,158,500
Public Works	8,865,983	9,998,328	9,512,600	10,827,022	14,906,750	16,752,800
Public Affairs-Info Tech	-	-	-	-	-	1,656,600
Non-Departmental	4,625,043	11,912,014	2,998,800	5,352,367	3,158,500	3,146,700
	59,774,556	69,384,920	61,408,690	67,067,037	67,990,100	72,687,450

The 6.9% increase in appropriations in FY 2023-24 vs. FY 2022-23 encompasses many changes across all departments and expenditure types. With salary and benefits comprising 62.3% of the General Fund budget, any changes made in this category will have the greatest impact on expenditure. Maintenance and Operations comprises 34.6%, and Debt and Lease Payments make up the remaining 3.1% of the proposed General Fund budget:

	2023-24 Proposed Budget	% of Budget
Salary and Benefits	45,276,100	62.3%
Maintenance Operations	25,151,150	34.6%
Debt and Lease Payments	2,260,200	3.1%
	72,687,450	100%

It should be noted that approximately 96% of the City's General Fund budget appropriations are "spoken for" in the way of commitments from MOUs, contracts, debt service payments, professional service agreements, utilities and other such expenses the City is obligated to pay. The table below provides an overview of the major expenditure categories and how much these commitments comprise of the General Fund budget:

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Major Expenditure Category	FY 23-24 Proposed Budget
SALARIES AND BENEFITS	\$ 42,329,250
OTHER CONTRACT SERVICES	\$ 5,576,000
ADDITIONAL CONTRACT SERVICES	\$ 11,535,950
UTILITIES AND VEHICLE MAINTENANCE	\$ 4,006,200
DEBT SERVICE/LEASES	\$ 2,225,200
INSURANCE	\$ 4,060,400
TOTAL FROM CATEGORIES ABOVE =>	\$ 69,733,000
GENERAL FUND FY 23-24 PROPOSED BUDGET =>	\$ 72,687,450
% COMMITTED TO "FIXED COSTS" =>	95.9%

This table illustrates how little leeway exists in the General Fund for re-directing appropriations or re-prioritizing spending from one area to another. The City has commitments to its employees through City Council approved MOUs, and long-term debt service and lease arrangements commit additional funds, while insurance and workers compensation expenses must be paid. The Contract services category encompasses landscape, custodial, street sweeping, graffiti removal, legal services, software licenses and many other types of required services.

Supplemental Requests: Maintenance and Operations / Staffing

Several supplemental requests are included in the FY 2023-24 proposed budget. Many of the supplemental items are one-time, or semi-recurring in nature, such as reconfigured office space, purchase of banquet chairs and tables for the Senior Center, patrol and detective bureau vehicles in Police, re-branding of City buses, etc.

The tables below provide a summary and detailed listing of the various supplemental items included in the proposed budget, separated by General Fund (\$188,400 in supplemental items) and non-General Fund items (\$1,911,850). There is a total of \$2,100,250 in supplemental requests included in the proposed budget:

DEPARTMENT	GENERAL FUND AMOUNT
COMMUNITY DEVELOPMENT	50,000
PARKS AND RECREATION	114,400
PUBLIC WORKS	4,000
FINANCE	20,000
	188,400
DEPARTMENT	OTHER FUND AMOUNT
POLICE	931,850
TRANSIT	980,000
	1,911,850
	2,100,250

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DEPARTMENT	ACCOUNT	AMOUNT	DETAILED DESCRIPTION
COMMUNITY DEVELOPMENT			
	100-50-500-6083	20,000	Reconfigure office furniture with addition of new staff
	100-50-500-6040.60	15,000	Downtown corridor building (city-owned) maintenance
	100-50-500-6025	15,000	Economic development promotional videos and related material
		50,000	
FINANCE			
	100-40-400-6010.40	20,000	Tyler Cashiering cloud based software system
		20,000	
PARKS AND RECREATION			
	100-70-710-6000.40	13,000	Scorer's Table - Cathy Hensel Gym (basketball)
	100-70-710-6000.40	15,000	Banquet chairs and racks (Senior Center)
	100-70-710-6040.10; -6000.20; -5000.20	30,000	Special events -- Mens and Women's Conference; staffing and related supplies and services
	100-70-710-6010.40	18,200	Active Net recreation program registration software
	100-70-710-6000.40	38,200	Special event equipment such as light towers, porta potties, generator, lighting system, etc.
		114,400	
POLICE			
	230-99-847-6082	656,850	Various vehicles for Patrol, Detective and Administration Divisions, replacing older vehicles (between 2014 and 2018)
	230-99-847-6010.40 / 6010.50	66,000	Laser Scanner for traffic and crime scenes to digitally recreate accident scene
	230-99-847-6010.40 / 6010.50	50,000	Interview room camera and auditor; replacement of existing (out of date) system
	230-99-847-6010.50	84,000	Mobile Data Computers/Toughbook's - replacement of existing equipment
	230-99-847-6010.40	75,000	Geolitical Mapping System to assist with crime data analysis
		931,850	
PUBLIC WORKS			
	100-39-330-6010.40	4,000	Bluebeam software to assist with plan check reviews
		4,000	
TRANSIT			
	600-90-915-6010.10	50,000	Heavy-duty industrial scrubber
	600-90-915-6010.10	65,000	Integrated sweeper-scrubber
	600-90-915-6010.10	65,000	Ride-on sweeper
	600-90-915-6080.40	800,000	Rebranding/Wrapping MBL bus fleet
		980,000	

Of the \$2,100,250 in supplemental items included across all funds, \$1,898,050 is one-time in nature. In other words, they are capital type equipment and/or vehicles with relatively long useful lives (five or more years). While these items will need to be replaced eventually, the costs associated with acquisition do not need to be budgeted annually. The recurring items (i.e., special event supplies, software licenses, etc.) total \$65,000 and will become permanently budgeted items. There is an additional \$137,200 in semi-recurring items that have shorter “shelf-lives” than vehicles or other capital items, and appropriations will need to be provided for in subsequent budgets (but not annually).

As can be seen by the descriptions above, many of the supplemental items are necessary due to the former practice of delaying equipment and infrastructure repairs and upgrades – vehicle replacements, mobile data terminals, etc. The FY 2023-24 budget represents the fourth year of playing “catch up” with the myriad deferred purchases. The majority of these supplemental equipment/vehicle items included in FY 2023-24 are for the Police Department: patrol vehicles, interview room camera and audio system replacement, mobile data terminal replacements, etc. However, every operating department continues

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to identify unmet needs and such items will either be included in subsequent budgets as funding is available or presented to City Council during the fiscal year for action. For example, the Fire Department will be presenting Fire Engine purchases, hazard mitigation plan development and other items to City Council during FY 2023-24.

The proposed FY 2023-24 budget presents a net increase of 16.0 full-time equivalent (FTE) positions. This includes the removal of some obsolete classifications (i.e., Grant and Project Administrator) and the addition of positions to some departments (i.e., Police Officer [x4.0 FTE], Battalion Chief, Sr. Management Analyst [Social Media Coordinator], Traffic Engineer, etc.). The table below shows total FTE and the year-over-year change by Department:*

	FY 2020-21	FY 2021-22	FY 2022-23 ADOPTED	FY 2022-23 AMENDED	FY 2023-24 PROPOSED	Variance
Administration	8.0	8.0	9.0	11.0	8.0	-3.0
Community Development	19.0	21.0	20.0	20.0	20.0	0.0
Finance	20.0	21.0	22.0	22.0	24.0	2.0
Fire	70.0	76.0	76.0	76.0	80.0	4.0
Human Resources*	12.0	14.0	16.0	18.0	15.0	-3.0
Parks and Recreation	20.0	21.0	11.0	11.0	12.0	1.0
Police	102.0	103.0	103.0	103.0	107.0	4.0
Public Works	21.0	25.0	45.0	45.0	46.0	1.0
Public Affairs-Information Technology*	0.0	0.0	0.0	0.0	11.0	11.0
Transit	182.0	204.0	234.0	234.0	233.0	-1.0
	454.0	493.0	536.0	540.0	556.0	16.0

*The 11.0 FTE in the newly created Public Affairs-Information Technology Department are not new positions; they have been moved from the Departments they were previously recorded in: Administration, Human Resources and Transit.

Over the last four fiscal years (FY 2023-24 included), key positions have been added in the areas of public safety, homeless assistance, public information, engineering, budget analysis, information technology, street/parks maintenance supervision, community service management, code and parking enforcement, transit and community beautification: Police Officers, Code Enforcement Officers, Fire Battalion Chief and Captain, Firefighter/Paramedic Trainee, Social Worker and Caseworker, Traffic Engineer, Public Information Officer, Crime Analyst, Senior Management Analyst, Community Services Coordinator, Bus Operator, Principal Engineer, etc..

For FY 2023-24, several departments requested positions through the supplemental budget process. The summary table below shows the new positions in the proposed budget that were included as part of the supplemental budget request process.

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Department	Position	Justification
Administration	Management Analyst	To assist with records retention and management and provide other related support to the city clerk and Administration staff.
Fire	Battalion Chief (EMS)	Battalion Chief solely focused on Emergency Medical Services (EMS) and Medical Training Unit (different from the duties of the existing 4.0 FTE Battalion Chiefs).
Fire	Battalion Chief (Training)	Battalion Chief solely focused on Emergency Medical Services (EMS) and Medical Training Unit (different from the duties of the existing 4.0 FTE Battalion Chiefs).
Fire	Social Work Supervisor	Adding second Social Work Supervisor for the Montebello Community Assistance Program (MCAP).
Fire	Field Response Case Coordinator	Adding second Field Response Case Coordinator for the Montebello Community Assistance Program (MCAP).
Parks and Recreation	Community Services Coordinator	Adding 1.0 Coordinator position to assist with increased demand from additional special events
Police	Police Officers (x4.0 FTE)	Increase staffing to fill various specialty assignments and improve community engagement.
Public Affairs - Information Technology	Sr. Management Analyst	Position dedicated to social media monitoring, management and responses
Public Works	Traffic Engineer	To provide support to the Traffic Commission
^{^^} The Police Department has several vacancies across all sworn (i.e., safety) classifications. As positions are filled, staff will monitor salary and benefit expense trends in the relevant divisions, and recommend budget adjustments as necessary. There will always be a certain vacancy factor amongst the safety classifications, therefore only the addition of the 4.0 Police Officer FTE to the Master Position Control is necessary.		

Attached to this agenda report is the “Compensation Plan Resolution” (Attachment B) that lists every approved position classification and the accompanying salary range. It should be noted that as of May, 2022 a comprehensive, standard salary matrix now exists. The “Compensation Plan Resolution” updates prior resolutions by implementing the new standardized salary range matrix. That matrix has been included for reference, as Exhibit B1 to Attachment B.

Other Funds

The majority of revenue and expenditures comprising the City’s total budget (65.6%) are recorded in Special Funds, Enterprise Funds, Grant Funds, Trust and Agency Funds and Successor Agency Funds. Under governmental accounting rules, these funds are more restricted, and the use of revenue is dictated by certain guidelines based on the source of funding.

For example, the Los Angeles County Metropolitan Transportation Authority (Metro) provides Local Return Funds (LRF) to cities in Los Angeles County for various transit, road and street uses. These funds are recorded in their own separate funds: Measure M, Measure, R, Proposition A, and Proposition C. Montebello utilizes these revenues for transit projects, street rehabilitation, and related road projects.

The City also uses Enterprise Funds to account for Transit, Golf and Hotel (Hilton Garden Inn and Home2Suites) operations. The table below presents a high-level overview of all funds revenue and expenditures, proposed for FY 2022-23, grouped by “fund type:”

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	REVENUE	EXPENDITURES	Variance
General Fund	\$ 73,316,400	\$ 72,687,450	\$ 628,950
Grants/Special Revenue Funds	\$ 38,139,936	\$ 37,220,352	\$ 919,584
Capital Projects (Street/Infrastructure)	\$ 26,517,200	\$ 31,364,750	\$ (4,847,550)
Internal Service Funds	\$ 6,950,400	\$ 8,374,901	\$ (1,424,501)
Enterprise Funds	\$ 59,198,500	\$ 55,792,350	\$ 3,406,150
Fiduciary Funds	\$ 4,787,250	\$ 5,986,100	\$ (1,198,850)
TOTAL CITY BUDGET	\$ 208,909,686	\$ 211,425,903	\$ (2,516,217)

The table below provides a high level, historical overview of the major enterprise funds, followed by a brief description of each and highlights for the 2023-24 fiscal year.

	FY 2019-20 ACTUALS	FY 2020-21 ACTUALS	FY 2021-22 ADOPTED BUDGET	FY 2021-22 ACTUALS	FY 2022-23 ADOPTED BUDGET	FY 2023-24 PROPOSED BUDGET
Transit						
EXPENDITURES	31,671,369	40,628,734	34,317,900	26,125,497	35,504,650	38,395,050
REVENUE	32,210,637	34,358,671	29,378,400	34,158,897	51,283,800	39,373,500
SURPLUS / (DEFICIT)	539,268	-6,270,063	-4,939,500	8,033,400	15,779,150	978,450
Hilton Garden Inn						
EXPENDITURES	4,739,899	3,367,167	5,239,500	5,088,666	5,241,000	5,902,800
REVENUE	4,482,116	2,073,794	6,610,000	5,359,743	5,601,000	6,175,000
SURPLUS / (DEFICIT)	-257,783	-1,293,373	1,370,500	271,077	360,000	272,200
Home2Suites						
EXPENDITURES	8,602,561	7,993,039	9,314,400	9,782,112	9,278,000	10,027,700
REVENUE	9,064,121	8,360,803	9,410,000	12,062,484	12,130,000	13,150,000
SURPLUS / (DEFICIT)	461,560	367,764	95,600	2,280,372	2,852,000	3,122,300

Transit

The largest enterprise fund -- as measured by total expenditure and revenue appropriations -- is Transit, Fund 600 (Montebello Bus Lines). This fund accounts for the various sources (Metro Transit revenue, Federal Transit Administration, etc.) and uses of funds (salaries, maintenance, equipment purchases, etc.) that are utilized to fund daily operations and maintenance. The FY 2023-24 proposed Transit budget -- excluding grants (Fund 270) and Senate Bill 1 (SB 1) State of Good Repair funding (Fund 202) -- includes \$38.395 million in expenditures (an increase of \$2.890 million over FY 2022-23) balanced against \$39.374 million in revenue (a \$978,450 projected surplus).

It should be noted that certain Transit restricted American Rescue Plan Act (ARPA) funds remain available for Transit operations and will be claimed as allowed expenses are incurred. This additional revenue has not been added to the projected FY 2023-24 projections. However, once recognized, revenue for FY 2023-24 will come in higher than the current projection. (For example, a portion of this "pandemic era" funding was used to offset salary and benefit expenses in FY 2021-22 and FY 2022-23.)

The table below provides an overview of actual expenditures and budgets from FY 2019-20 through FY 2023-24, by Division:

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	2019-20 Actual	2020-21 Actual	2021-22 Adopted Budget	2021-22 Actual	2022-23 Adopted Budget	2023-24 PROPOSED BUDGET	Variance
Transit Administration	7,305,313	8,756,403	9,956,050	8,220,863	11,232,950	10,515,450	(717,500)
Transit Operations	15,099,785	12,767,317	15,812,600	10,127,833	16,116,400	17,166,600	1,050,200
Metrolink Station	258,961	251,620	291,200	87,695	78,300	98,300	20,000
Corporate Shops	6,313,097	6,092,372	7,642,250	4,569,542	7,465,800	10,111,000	2,645,200
Capital Projects	1,787,852	2,933,748	-	2,831,676	-	-	-
Prop C 5% Security	455,357	252,536	555,800	274,019	591,200	483,700	(107,500)
Bus Advertising	62,717	72,500	60,000	13,869	20,000	20,000	-
SYEP	8,035	-	-	-	-	-	-
Non-Departmental	380,252	8,562	-	-	-	-	-
COVID-19 Response	-	9,493,676	-	-	-	-	-
	31,671,369	40,628,734	34,317,900	26,125,497	35,504,650	38,395,050	2,890,400

The Administration Division projects a decrease in full-time salaries. There are some vacancies at the management level which will remain into FY 2023-24, resulting in a lower budget when compared to the prior year. There has also been a re-organization of classifications, as certain obsolete job titles are eliminated and replaced (i.e., Grant and Project Administrator for Sr. Management Analyst).

The Operations Division will see an increase of \$1.050 million from the addition of full-time Bus Operators and the filling of vacancies coupled with higher fuel costs. In recent years, the number of Bus Operator positions approved has increased from 105.0 full-time equivalents (FTE) in FY 2020-21, to 120.0 FTE in FY 2021-22 to 150.0 FTE in FY 2022-23. In addition, a hiring incentive program was initiated in FY 2022-23 in an effort to fill the myriad vacancies in this job classification. As hiring efforts have been successful, full-time salary and benefits budgets will increase in FY 2023-24 vs the prior year.

The Corporate Shop Division will see a \$2.645 million increase vs. last year. There are two supplemental items added to the FY 2023-24 budget: \$800,000 for “bus wraps” that will complete the rebranding of the Montebello Bus Lines fleet; and \$180,000 to purchase a heavy-duty scrubber and a ride-on sweeper. There is also an increase in salaries and benefits as vacancies in this Division are filled.

Hotels

The City owns two hotels and contracts with a third-party management company to operate them. The Hilton Garden Inn (HGI) underwent a complete remodel in 2020, the first since it opened over seventeen years ago, and reopened to the public in September 2020 after being closed for more than six months.

As business and leisure travel patterns begin to resemble those found pre-pandemic, the Hilton Garden Inn’s performance continues to improve. The hotel is forecasted to have a surplus in FY 2023-24. The refinancing of HGI debt (December 2019) was a positive financial move, providing significant debt service savings for three years by restructuring the debt to be interest only during the pandemic. This refinancing made economic sense – taking advantage of historically low interest rates – and was fortuitous in timing. The reduced debt service coincided with reduced income from lower occupancy due to the pandemic.

The Home2Suites hotel’s occupancy also suffered in 2020 due to the pandemic. However, in recent months occupancy has been climbing and performance appears to

have returned to pre-pandemic levels as business travel returns. The debt service on the Home2Suites (H2S) is greater than Hilton Garden Inn, given the larger outstanding balance (Series 2016A) of bond funds. However, as can be seen in the table above, H2S is forecasted to have a comfortable operating surplus for FY 2023-24.

Both hotels are well positioned to take advantage of the continuing post-coronavirus rebound in leisure and business travel. Their revenue accounts are healthy, and projected operating revenue will be sufficient to support operations and debt service payments with no negative impact on the General Fund.

Golf

The City's 118 acre golf course is undergoing a complete transformation. The 18 hole public course will be re-created to match the golfing needs of the 21st century. A new 9 hole executive lighted course will be created, along with a 6 hole course that plays short and can be combined with other holes for a 10 hole experience. The construction of a new clubhouse will round out the redevelopment of the over 100 year old course, breathing new life into this public space and introducing golf to a new generation of players.

In addition, on 15 acres located at the northeast corner of the course a Topgolf entertainment complex will be constructed. The three-story, 100 bay entertainment and conference complex will revitalize the golf course campus, introducing a new style of golf to the community. In addition, the General Fund will see positive sales tax revenue from Topgolf as well as an annual lease payment for use of City property.

Both Topgolf and the reconstructed golf course are scheduled to open by April, 2024. These projects will bring new sources of sales tax and lease revenue to the General Fund. Moreover, they contribute to the City's economic development efforts, helping to revitalize a portion of the community.

The FY 2023-24 budget includes debt service and construction expenses related to these projects. The FY 2024-25 budget will include projected revenue from these two projects, as well as reflect expenses related to the management and operations of the revitalized public golf course.

Capital Improvement Program

The proposed CIP budget for FY 2023-24 includes a mixture of new appropriations and carryover of previously appropriated but not yet spent funds. The total (estimated) CIP budget for FY 2023-24 is \$37.363 million. This amount is comprised of \$14.258 million in new appropriations and \$23.105 million in (estimated) carryover funds. Attachment D includes enhanced project descriptions, as well as an additional overview to provide context to the City's capital program. It should be noted that the final carryover amounts will not be known until after year-end close (June 30, 2023). As was done in prior fiscal years, subsequent City Council action will be necessary to appropriate the carryover amounts.

In addition, there will be some remaining uncommitted funds in certain funds that could be used for new capital projects (those not included in the current CIP project list) or for expanding approved projects if necessary. In other words, available fund balance exists

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that has not been committed to a particular project. The Director of Public Works will work with staff and the City Council to determine potential priority projects to which these unprogrammed funds can be obligated. Subsequent City Council action would appropriate the unprogrammed funds depending on decisions made about new or expanded CIP projects.

The \$37.363 million CIP budget utilizes funding from Gas Tax, Metro Local Return Funds (i.e., Proposition C, Measure R, etc.), Measure W (Los Angeles County stormwater fee), Paving the Way Bond Proceeds, and Federal grants (i.e., HSIPL) for a host of various projects. A separate CIP document providing a detailed description of each project can be found as Attachment D to this agenda report.

The following paragraphs will provide highlights and other information about the City's FY 2023-24 capital improvement program. The table below provides a high-level overview of CIP appropriations by fund:

Fund Description	Fund Number	New Appropriations - FY 23-24	Carryover Appropriations*	Total Funding:
Gas Tax	200	2,205,000	755,886	2,960,886
Proposition A	210	3,050,000	5,019,474	8,069,474
Proposition C	215	2,424,011	1,271,928	3,695,939
Measure M	222	2,599,300	200,000	2,799,300
Measure R	220	2,021,900	85,000	2,106,900
Measure W	229	758,106	-	758,106
SB1/RMRA	201	1,100,000	-	1,100,000
TDA-3	223	100,000	-	100,000
HSIPL	Grant (265)	-	843,449	843,449
SSARP	Grant (265)	-	-	-
Prop C - Paving the Way	215	-	11,174,596	11,174,596
Meas M - Paving the Way	222	-	2,098,279	2,098,279
Meas R - Paving the Way	220	-	1,656,429	1,656,429
		14,258,317	23,105,041	37,363,358

**These amounts are estimates; actual amounts will not be known until after June 30, 2023. Subsequent City Council action will follow to re-appropriate carryover funds for applicable CIP projects.*

There are several new projects as well as existing projects having their budget increased, proposed in the FY 2023-24 CIP, in different stages of planning: engineering studies/analysis, design, construction, maintenance and administrative/contractual agreements.

- The Garfield Avenue/Via Campo intersection project would have an additional \$700,000 in Proposition A funding added to the existing carryover budget of \$1.019 million. This project is aimed at adding a bus turnout at this location, helping to alleviate traffic backups and other issues.
- As part of the Golf Course Renovation and Topgolf projects, design work needs to be completed for a (new) entry road off Via San Clemente (\$1.750 million) that provides access to the Topgolf facility
- Design and construction work for Plaza Drive would commit \$784,000 in Proposition C funds for this project in the northeast corner of the City

- The City has an annual street resurfacing program, encompassing “grind and overlay,” “slurry seal,” “reconstruction,” and “HYRAP” work, depending on the condition of the street. These annual projects will have \$3.496 million committed to them in FY 2023-24 from Measure M, Measure R, SB1/RMRA and TDA-3 funds
- Regular maintenance such as replacing signs, maintaining traffic signals, roadway striping, and other related work will be funded utilizing State Gas Tax funds (\$805,000)

The City will also continue utilizing the remaining Paving the Way bond funds (\$14.929 million) to repair and pave streets throughout Montebello. Additional details and plans will be provided at subsequent City Council meetings. One major project on the near horizon is using Proposition C Paving the Way bond proceeds to pave and complete related work on Montebello Blvd., from Los Angeles Street north to Lincoln Avenue.

Staff have improved cost allocation methods, and will be utilizing the maximum amount allowed per Metro Local Return Fund guidelines to offset administrative costs. Public Works staff and consultants conducting engineering, planning and related work charge their time to Proposition A, Proposition C, Measure M and Measure R on an “hours worked” basis. This allocation of time relieves the General Fund of these expenses, allowing for additional budget capacity.

BACKGROUND/DISCUSSION:

This budget builds upon the progress made in the past three years’ award-winning budgets and continues moving the organization forward and funds the services and programs key to the City Council’s priorities. The City once again received the Government Finance Officers Association (GFOA) “Distinguished Budget Presentation Award” for the adopted Fiscal Year 2022-23 budget document – the third consecutive year and only the third time in the City’s history. Receiving this award demonstrates the City’s commitment to producing an accessible budget document that effectively communicates the City’s financial priorities in a transparent manner. Staff will submit the FY 2023-24 budget for this award and fully expects to receive it for a fourth consecutive year.

Some of the recent accomplishments that positively impact the organization in Fiscal Year 2023-24:

- Continued strong forecasted growth in revenue from the three-quarter cent sales tax measure (Measure H), approved by 62% of Montebello’s voters in March 2020,
- Groundbreaking on the transformation of the City’s golf course into a world-class destination; with significant progress made on the Topgolf complex and the Golf Course renovation project,
- Continued progress in upgrading the City’s streets and roadways through the use of \$25 million in Metro Local Return Fund bonds for the “Paving the Way” program,
- Significant progress in updating the City’s General Plan, the first such endeavor since 1973,
- Updated the City’s Housing Element for the first time since 1997,

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- Upgraded the City's vehicle fleet, purchasing replacement vehicles for Police, Code Enforcement, Public Works and Fire,
- Expanded community programs with a season-long Farmer's Market, a summer street-fest, and other resident favorite programs,
- Approval of an affordable housing project in downtown Montebello (6th Street) developed by the Cesar Chavez Foundation,
- Sale of the City's Water System, satisfying a State Auditor recommendation from 2018

These and dozens of additional accomplishments provide a clear indication that Montebello is making progress towards financial sustainability and fiscal stability. This budget continues movement towards those goals.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The budget presented provides essential services to Montebello residents and visitors while advancing the City Council's vision and strategic plan. The Fiscal Year 2023-24 budget solidifies recent positive financial and operational changes while moving the City closer to long-term financial stability. The clearest evidence of this progress is the presentation of a balanced General Fund budget, with a \$628,950 surplus for FY 2023-24.

The City Council is being asked to approve the operating and capital budgets, approve the compensation resolution and approve a resolution setting an appropriations limit as required by State Government Code (i.e., GANN limit). The various attachments (Attachments A,B and C) and the associated exhibits to the resolutions provide additional information and detail about the action necessary to approve the FY 2023-24 budget.

The "Budget Message" is attached as well (Attachment E), which provides a greater discussion of the overall budget, providing in-depth details on various aspects of the City's operations. A fuller and more detailed version of the proposed budget -- which includes line item details as well as summary tables and schedules of expenditure and revenue for every fund appropriated -- can be found on the City's website.

ATTACHMENT(S)

1. ATTACHMENT A - Resolution No. 23-50 - Budget Adoption FY 2023_24, 06_14_2023
2. EXHIBIT A1 - ALL Funds Revenue, 06_14_2023
3. EXHIBIT A2 - ALL Funds Expenditures 06_14_2023
4. EXHIBIT A3 - Master Position Control FY 2023_24, 06_14_2023
5. EXHIBIT A4 - General Fund reserve policies 06_14_2023

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6. EXHIBIT A5 - CIP Budget Overview, 06_14_2023
7. ATTACHMENT B - Resolution No. 23-51 - Compensation Plan FY 2023_24, 06_14_2023
8. EXHIBIT B1 - Salary Matrix FY 2023_24, 06_14_2023
9. EXHIBIT B2 - Swim Instructor Lifeguard job spec 05.09.23
10. EXHIBIT B3 - Sports Official job spec 05.09.23
11. ATTACHMENT C - Resolution No. 23-51 - GANN Limit FY 2023_24, 06_14_2023
12. EXHIBIT C1 - GANN Limit Calculation, 06_14_2023
13. EXHIBIT C2 - GANN Limit Calculation, 06_14_2023
14. ATTACHMENT D - CIP Overview-Description, 06_14_2023
15. ATTACHMENT E - Budget Message PROPOSED, FY 2023_24, 06_14_2023

NEXT STEPS:

N/A

RESOLUTION NO. 23-50

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, ADOPTING AN OPERATING
AND CAPITAL BUDGET FOR FISCAL YEAR 2023-24**

WHEREAS, the City Council has received and considered the Proposed budget for Fiscal Year 2023-24 presented through staff reports, Budget Study Sessions, Strategic Planning Sessions, and information received in noticed, regular meetings on the City Budget; and,

WHEREAS, the original of said Proposed Budget will be revised so as to reflect each and all of the amendments, changes, and modifications which the City Council, up to the time of adoption of this resolution including any actions taken at the June 14, 2023 meeting, believes should be made in said Proposed Budget as so submitted and to correct any non-substantive errors discovered.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO
HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:**

SECTION 1. That the Proposed Budget for Fiscal Year 2023-24, a complete copy of which has been proposed to the City Council and made available to the public and incorporated by this reference as though fully set forth herein, and which is summarized in Exhibits A1 and A2, attached hereto, is hereby approved and adopted.

SECTION 2. That the Estimated Revenue and Transfers In for all funds for Fiscal Year 2023-24, a summary of which is attached as Exhibit A1 and incorporated by this reference as though fully set forth here, is hereby approved and adopted. When combined with reserves, the Estimated Revenue and Transfers In for Fiscal Year 2023-24 are sufficient to fund the appropriations set forth in the Proposed Budget for Fiscal Year 2023-24.

SECTION 3. That the Proposed Appropriations and Transfers Out for all Funds for Fiscal Year 2023-24, a summary of which is attached as Exhibit A2 and incorporated by this reference as though fully set forth herein, providing appropriations summaries of details currently contained in the City's accounting system, including technical adjustments related to Transfers In and Transfers Out, and detail of estimated revenue, is approved and adopted.

SECTION 4. That the Master Position Control, attached hereto as Exhibit A3, and incorporated by this reference as though fully set forth herein, is hereby approved and adopted. The City Manager, subject to compliance with all applicable Municipal Code and Personnel Rules and Regulations, may revise the Tables of Organization and Master Position Control as needed and necessary for the operation of the City.

RESOLUTION NO. 23-50

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SECTION 5. That the Salary Schedules/Tables for all authorized positions are updated and approved so as to reflect the salary provisions in effect for all approved Memoranda of Understanding (MOU) between the City and all recognized bargaining groups as detailed in the separate “Resolution Adopting the Compensation Plan and Table of Organization” that is also adopted at the same meeting as the Fiscal Year 2023-24 Operating and Capital Budget, and fully operationalizes the standardized salary matrix establishing ranges and steps for each approved job classification.

SECTION 6. That the “General Fund Reserve Policies” as presented in Exhibit A4 remain unchanged from those originally adopted on June 24, 2020 and are hereby reaffirmed by approval of this resolution.

SECTION 7. That from the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several departments for the respective objects and purposes therein named; provided however that:

SECTION 7.1. Department Directors are hereby authorized to move appropriations from one object to another, within each budgetary program/division and within the same fund, provided that total approved appropriations for a budget program and within the same fund are not exceeded nor increased beyond their originally adopted amounts; and,

SECTION 7.2. The Director of Finance is hereby authorized to transfer operating budget appropriations within the same fund between departments, divisions, programs and/or object codes, provided total appropriations for a Department by fund are not increased.

SECTION 8. That changes to total Department appropriations, total fund appropriations, all other changes to Capital Improvement Program appropriations not specified in Section 7 et al of this resolution, transfers to and/or from appropriated reserves, cancellation of appropriations, and appropriations of fund balances shall require the majority approval of the City Council.

SECTION 9. That the Capital Improvement Program (CIP) contained in the Proposed Budget for Fiscal Year 2023-24 (Exhibit A5) is hereby approved in concept, and the Director of Public Works, or his/her designee is authorized to publicly advertise for bids on these projects in accordance with State of California statutes and City of Montebello Municipal Code.

SECTION 10. That construction of Capital Improvement Projects requires the use of professional services such as engineering oversight, geo-technical, water testing, project management, design, survey and other required studies and activities. Funding for these professional services is included within each Capital Improvement Project’s budget as set forth in the Proposed Budget for Fiscal Year 2023-24, and specifically as summarized in Exhibit A5. Consistent with State of California statutes and City of Montebello Municipal

RESOLUTION NO. 23-50

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Code sections covering procurement of professional services, the City Council hereby authorizes the City Manager, or designee, to enter into any necessary professional services agreements to facilitate the completion of an approved Capital Improvement Project.

SECTION 11. That all encumbrances remaining as of June 30, 2023, after thorough review by appropriate Finance Department staff, will either be released or re-appropriated for use in Fiscal Year 2023-24 as appropriate, in the respective funds, departments, programs and accounts/objects, thus adjusting the adopted budget by the encumbered amount carried over without further City Council action required.

SECTION 12. That all active Capital Improvement Program and Federal, State and Local Grant appropriation balances that existed as of June 30, 2023 will be re-appropriated for use in Fiscal Year 2023-24, as appropriate without further City Council action required.

SECTION 13. That at various times throughout the fiscal year, employee engagement, recruitment and retention and morale building activities will be programmed and held. Furthermore, it is in the interest of the public good that these activities be provided to help build and maintain an effective and professional staff, so motivated and engaged as to provide the best customer service possible to Montebello residents and the community at large. Therefore, it is in the public interest that funds have been and will be appropriated in the Fiscal Year 2023-24 budget for these uses, and the City Council by adoption of the Fiscal Year 2023-24 budget finds it in the public interest to expend funds towards these uses.

SECTION 14. That the budget contains appropriations for the funding of the following community service organizations/projects: (1) Sister City of Artsakh (\$5,000); (2) Sister City of Ashiya (\$5,000); (3) Montebello Chamber of Commerce (\$10,000); (4) Sanchez Adobe (\$5,000). In making these appropriations, and any additional appropriations to community service organizations/projects on or after adoption of the FY 2023-24 budget, the City Council finds, determines and declares that with respect to each matter: (1) the project provides a service for the City that complements or enhances a service that the City may lawfully provide itself; (2) the project provides a secondary benefit to the residents of the City within the City's authority; and (3) the project provides a specific service to the City that the City could perform, but chooses not to perform or perform fully. City Council hereby approves the contributions described in this section to the organizations/projects listed above or added or amended on June 14, 2023.

SECTION 15. That the City Clerk shall certify and record the adoption of this Resolution and the same shall be in full force and effect unless repealed or superseded.

RESOLUTION NO. 23-50

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APPROVED AND ADOPTED this 14th day of June, 2023.

David Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-50 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 June, 2023 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



City of Montebello
Citywide (All Funds) Summary
Revenue by Fund
FY 2018-19 - FY 2023-24

Fund #	Fund Description	FY 2018-19 Actuals	FY 2019-20 Actuals	FY 2020-21 Actuals	FY 2021-22 Adopted Budget	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 PROPOSED BUDGET
100	General	55,201,506	48,604,255	67,522,958	61,719,150	73,420,946	68,685,800	73,316,400
200	Highway Users Tax	1,311,052	1,469,626	1,386,509	1,518,800	1,483,659	1,729,200	1,686,400
201	SB1 - Road Maint. & Rehab. (RMRA)	1,169,627	1,160,068	1,181,176	1,225,700	1,274,755	1,403,200	1,528,700
202	SB1 - Transit-State of Good Repairs (STA/SGR)	-	-	191,693	885,200	1,554,134	1,453,000	1,565,000
205	Retirement	12,931,143	13,029,222	15,010,965	15,171,000	14,667,207	14,541,000	15,618,400
210	Prop A - Streets	1,318,846	1,308,604	1,312,714	1,299,200	1,632,172	1,554,900	1,801,000
215	Prop C - Streets	1,261,439	12,109,954	1,090,874	1,080,400	1,348,800	1,286,000	1,484,000
220	Measure R - Streets	831,351	8,656,047	813,324	803,800	1,005,649	959,900	1,116,000
221	Measure A - Parks	-	-	-	600,000	37,688	1,071,100	2,104,600
222	Measure M Streets	917,497	10,046,163	921,594	910,300	1,138,635	1,083,000	1,264,000
223	TDA - Sidewalks	88,659	89,696	-	46,500	49,373	59,200	72,100
225	Metro-Link	-	-	-	-	-	-	-
229	Measure W - SCW	-	-	914,580	900,000	869,375	900,000	900,000
230	Drug Enforcement - Asset Forfeitures	908,774	712,481	170,933	251,500	992,411	501,000	501,000
235	Supplemental Law Prop. 72	156,089	158,933	156,727	152,750	161,285	160,000	165,000
240	Justice Assistance Grants (JAG)	1,366	1,255	200	500	181	-	-
241	Inmate Welfare Fund	-	-	17,438	-	269	-	-
245	Air Quality Management District Grant (AQMD)	97,969	92,379	85,839	84,000	81,657	85,000	83,500
250	Park Development	680	486	115	250	104	-	-
255	Community Development Block Grants (CDBG)	860,520	661,324	690,719	1,597,450	721,551	1,347,500	704,100
260	HOME funds	3,654	47,245	26	400,000	174,091	665,800	2,286,800
264	George Miller Estate Donation	-	325,000	1,761	750	1,152	500	1,000
265	Grants	851,706	3,020,575	2,650,695	2,177,200	2,112,657	375,100	1,410,962
266	Interim Housing Services (CCOGIHS)	-	-	-	-	-	-	876,000
267	Cal-ICH- Encampment Res Funding	-	-	-	-	-	-	1,168,774
268	Prop 64 Public Hlth & Sfty	-	-	-	-	-	-	1,279,000
270	Transit Grants	4,913,529	3,490,661	1,872,189	-	8,768,890	-	-
295	Stay Arts Gallery	-	-	-	-	-	250,000	-
300	Prop A Exchange	3,109	1,394	-	-	-	-	-
310	Golf Course Renovation Project	-	-	-	-	-	-	15,000,000
312	TopGolf Project	-	-	-	-	-	-	-
325	Information Technology Upgrades	-	-	-	-	-	4,700,000	1,000,000
410	Debt Service (Golf Course/City Hall Bonds)	1,505,329	142,847,323	11,031,528	11,039,700	11,040,008	11,143,000	11,040,800
500	Trust & Agency	419,452	250,370	99,324	120,500	97,264	120,250	120,250
600	Transit	31,253,845	32,210,635	34,358,671	29,378,400	34,158,897	51,283,800	39,373,500
605	Water	3,203,208	2,572,472	2,594,142	2,607,000	2,612,254	2,702,500	-
610	Golf	2,973,964	2,893,584	3,470,078	2,750,000	2,952,111	2,504,500	500,000
615	Detention	74,170	-	-	-	-	-	-
620	Hilton	14,242,762	4,482,116	2,073,794	6,610,000	5,359,743	5,601,000	6,175,000
625	Home2Suites	7,952,204	9,064,121	8,360,802	9,410,000	12,062,484	12,130,000	13,150,000
700	Self Insurance	7,397,377	7,659,496	7,524,399	6,672,300	9,515,322	6,733,400	6,950,400
720	Corporate Shop	572,499	-	-	-	-	-	-
800	Successor Agency	8,517,021	6,715,018	7,496,314	6,601,000	7,099,286	8,155,670	4,657,000
810	Housing Authority Successor	36,760	4,320	-	-	12,461	10,000	10,000
Grand Total		160,977,107	313,684,823	173,002,081	166,013,350	196,406,471	203,195,320	208,909,686



City of Montebello
Citywide (All Funds) Summary
Expenditures by Fund
FY 2018-19 - 2023-24

Fund #	Fund Description	FY 2018-19 Actuals	FY 2019-20 Actuals	FY 2020-21 Actuals	FY 2021-22 Adopted Budget	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 PROPOSED BUDGET
100	General	52,335,129	59,774,549	69,385,371	61,408,690	67,067,037	67,990,100	72,687,450
200	Highway Users Tax	1,478,146	477,789	916,251	3,316,204	1,241,579	2,357,800	1,128,400
201	SB1 - Road Maint. & Rehab. (RMRA	115,693	6,197	847,938	3,524,700	1,743,445	1,500,900	2,223,400
202	SB1 - Transit-State of Good Repairs (STA/SGR	2,755	-	168,459	-	610,832	433,100	23,400
205	Retirement	9,949,505	11,117,156	11,098,421	11,648,100	11,231,589	11,652,600	12,337,900
210	Prop A - Streets	-	-	61,742	1,794,700	133,683	679,700	3,129,800
215	Prop C - Streets	557,363	2,855,065	1,967,247	1,113,500	980,127	1,166,400	2,427,400
220	Measure R - Streets	510,170	2,440,470	4,752,740	543,500	1,815,834	1,117,000	2,025,400
221	Measure A - Parks	-	-	-	-	37,688	21,000	1,803,850
222	Measure M Streets	704,742	1,740,828	5,141,828	1,130,570	2,398,738	1,083,300	2,603,100
223	TDA - Sidewalks	88,659	80,968	56,315	91,088	1,785	-	-
225	Metro-Link	-	-	-	-	-	-	-
229	Mesure W - SCW	-	-	700,000	900,000	869,375	903,700	861,900
230	Drug Enforcement - Asset Forfeitures	1,191,059	487,273	450,343	516,000	473,863	1,018,300	1,476,550
235	Supplemental Law Prop. 72	438,058	296,492	320,338	347,100	161,285	257,100	7,300
240	Justice Assistance Grants (JAG	-	19,988	-	-	-	-	-
241	Inmate Welfare Fund	-	-	-	-	16,943	-	-
245	Air Quality Management District Grant (AQMD	241,363	26,457	494,050	228,700	19,134	227,900	20,800
250	Park Development	14,500	-	-	-	-	-	-
255	Community Development Block Grants (CDBG	742,491	625,699	939,720	2,054,300	1,146,146	1,632,400	2,012,500
260	HOME funds	11,925	-	7,188	502,400	38,764	25,800	998,250
264	George Miller Estate Donation	-	-	55,354	65,750	73,226	83,200	83,300
265	Grants	1,037,194	2,918,536	3,308,714	3,120,758	1,655,519	344,625	1,567,277
266	Interim Housing Services (CCOGIHS)	-	-	-	-	-	-	857,900
267	Cal-ICH- Encampment Res Funding	-	-	-	-	-	-	1,168,774
268	Prop 64 Public Hlth & Sfty	-	-	-	-	-	-	1,279,000
270	Transit Grants	2,994,127	5,387,165	2,480,676	-	2,780,211	4,375,000	-
295	Stay Arts Gallery	-	-	-	-	-	250,000	-
300	Prop A Exchange	-	95,319	31,391	-	-	-	-
310	Golf Course Renovation Project	-	-	-	-	-	-	15,000,000
312	TopGolf Project	-	-	-	-	-	-	-
325	Information Technology Upgrades	-	-	-	-	-	4,700,000	1,000,000
400	Debt Service I	-	-	-	-	-	-	1
410	Debt Service	1,509,897	142,811,845	11,051,073	11,047,500	11,046,157	11,043,000	14,548,900
500	Trust & Agency	479,951	256,268	1,232,470	175,000	306,420	205,000	205,000
600	Transit	32,635,053	31,671,371	40,628,675	34,317,900	26,125,502	35,504,650	38,395,050
605	Water	2,595,592	2,364,399	2,296,631	2,258,300	2,343,197	2,467,700	-
610	Golf	2,818,036	2,481,440	2,870,419	2,947,000	2,735,237	2,581,960	1,466,800
615	Detention	-	-	-	-	-	-	-
620	Hilton	5,240,638	4,739,897	3,855,018	5,239,500	5,088,671	5,241,000	5,902,800
625	Home2Suites	8,112,049	8,602,562	7,982,367	9,314,400	9,782,114	9,278,000	10,027,700
700	Self Insurance	10,331,149	7,402,781	7,971,766	7,461,800	14,959,332	8,344,200	8,374,900
720	Corporate Shop	1,910,808	108,369	-	-	-	-	-
725	Equipment Reserve	-	-	-	-	-	-	1
800	Successor Agency	2,268,692	1,957,133	1,652,339	8,413,100	3,440,898	7,884,900	5,758,300
810	Housing Authority Successor	752,843	156,518	41,733	2,500	25,083	22,800	22,800
900	Capital Assets Fund	10,852,301	3,101,792	3,150,468	-	3,401,001	-	1
Grand Total		151,919,888	294,004,326	185,917,045	173,483,060	173,750,415	184,393,135	211,425,904



City of Montebello

Fiscal Year 2023-24 Budget

Master Position Control, by Department

POSITIONS ADDED

	FY 2021-22	FY 2022-23	FY 2022-23 AMENDED	FY 2023-24 PROPOSED	Variance
Elected					
City Councilmember	5.0	5.0	5.0	5.0	0.0
City Clerk	1.0	1.0	1.0	1.0	0.0
City Treasurer	1.0	1.0	1.0	1.0	0.0
	7.0	7.0	7.0	7.0	0.0
Administration					
City Manager	1.0	1.0	1.0	1.0	0.0
Assistant City Manager	1.0	1.0	1.0	1.0	0.0
Director of Public Affairs/Information Technology	0.0	1.0	1.0	0.0	-1.0
Assistant Director of Public Affairs	1.0	1.0	1.0	0.0	-1.0
Public Information Officer	1.0	1.0	1.0	0.0	-1.0
Senior Deputy City Clerk	1.0	1.0	1.0	1.0	0.0
Deputy City Clerk	1.0	1.0	1.0	1.0	0.0
Records Coordinator	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	0.0	1.0	1.0
Office Manager	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant*	0.0	0.0	2.0	1.0	-1.0
	8.0	9.0	11.0	8.0	-3.0
*1.0 FTE moved to new Public Affairs - Information Technology Department					
Finance					
Director of Finance	1.0	1.0	1.0	1.0	0.0
Assistant Director of Finance	1.0	1.0	1.0	1.0	0.0
Accounting Manager	1.0	1.0	1.0	1.0	0.0
Accounting Supervisor	1.0	1.0	1.0	0.0	-1.0
Finance Manager	0.0	0.0	0.0	1.0	1.0
Senior Management Analyst	1.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	0.0
Senior Accountant	0.0	0.0	0.0	1.0	1.0
Accountant	4.0	5.0	5.0	5.0	0.0
Lead Finance Technician	0.0	0.0	0.0	1.0	1.0
Senior Finance Technician*	5.0	5.0	5.0	8.0	3.0
Finance Technician*	5.0	5.0	5.0	2.0	-3.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	0.0
	21.0	22.0	22.0	24.0	2.0
*No net change in total number of Senior / Finance Technician positions; updating titles based on Department need					
Fire					
Fire Chief	1.0	1.0	1.0	1.0	0.0
Assistant Fire Chief	1.0	1.0	1.0	1.0	0.0
Deputy Fire Chief	1.0	1.0	1.0	1.0	0.0
Fire Battalion Chief	3.0	4.0	4.0	6.0	2.0
Fire Captain	14.0	14.0	14.0	14.0	0.0
Fire Engineer	12.0	12.0	12.0	12.0	0.0
Firefighter	24.0	24.0	24.0	24.0	0.0
Firefighter/Paramedic Trainee	4.0	4.0	4.0	4.0	0.0
Fire Marshal	1.0	1.0	1.0	1.0	0.0
Senior Fire Inspector	1.0	1.0	1.0	1.0	0.0
Fire Inspector	2.0	2.0	2.0	2.0	0.0
Assistant Director of Fire	1.0	1.0	1.0	1.0	0.0
Grants and Project Administrator*	1.0	1.0	1.0	0.0	-1.0
Senior Management Analyst*	2.0	2.0	2.0	3.0	1.0
Public Safety Radio Supervisor	1.0	1.0	1.0	1.0	0.0
Public Safety Radio Technician	1.0	2.0	2.0	2.0	0.0
Social Work Supervisor	1.0	1.0	1.0	2.0	1.0
Field Response Case Coordinator	1.0	1.0	1.0	2.0	1.0
Senior Administrative Assistant	2.0	2.0	2.0	2.0	0.0
	76.0	76.0	76.0	80.0	4.0



City of Montebello

Fiscal Year 2023-24 Budget

Master Position Control, by Department

POSITIONS ADDED

	FY 2021-22	FY 2022-23	FY 2022-23 AMENDED	FY 2023-24 PROPOSED	Variance
<i>*Grants and Project Administrator classification no longer in use; swap for Senior Management Analyst</i>					
Human Resources					
Director of Human Resources / Risk Management	1.0	1.0	1.0	1.0	0.0
Assistant Director of Human Resources / Risk Management	0.0	1.0	1.0	1.0	0.0
Principal Risk Officer	0.0	0.0	1.0	1.0	0.0
Human Resources Manager	1.0	1.0	1.0	2.0	1.0
Risk Manager	1.0	1.0	1.0	1.0	0.0
Senior Human Resources Analyst	2.0	2.0	2.0	2.0	0.0
Human Resources Analyst	1.0	2.0	2.0	4.0	2.0
Human Resources Technician	1.0	1.0	1.0	1.0	0.0
Risk Management Assistant	0.0	0.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	0.0
Information-Systems-Manager*	2.0	2.0	2.0	0.0	-2.0
Information-Systems-Supervisor*	1.0	1.0	1.0	0.0	-1.0
Information-Systems-Analyst*	3.0	3.0	3.0	0.0	-3.0
	14.0	16.0	18.0	15.0	-3.0

**Positions moved to new Public Affairs - Information Technology Department*

Planning and Community Development

Director of Planning and Community Development	1.0	1.0	1.0	1.0	0.0
Assistant Director of Planning and Community Development	1.0	1.0	1.0	1.0	0.0
Housing Manager	1.0	1.0	1.0	1.0	0.0
Planning Manager	1.0	1.0	1.0	1.0	0.0
Economic Development Manager	0.0	1.0	1.0	1.0	0.0
Planner	1.0	1.0	1.0	1.0	0.0
Assistant Planner	2.0	2.0	2.0	2.0	0.0
Code Enforcement Manager	1.0	1.0	1.0	1.0	0.0
Code Enforcement Coordinator	1.0	1.0	1.0	1.0	0.0
Code Enforcement Officer	4.0	4.0	4.0	4.0	0.0
Parking Control Officer	0.0	2.0	2.0	2.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	0.0
Management Analyst	2.0	2.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	0.0
	21.0	20.0	20.0	20.0	0.0

Police

Police Chief	1.0	1.0	1.0	1.0	0.0
Assistant Police Chief	1.0	1.0	1.0	1.0	0.0
Police Captain	2.0	2.0	2.0	2.0	0.0
Police Lieutenant	6.0	6.0	6.0	6.0	0.0
Police Sergeant	10.0	10.0	10.0	10.0	0.0
Police Corporal	23.0	23.0	23.0	23.0	0.0
Police Officer	32.0	32.0	32.0	36.0	4.0
Police Records Supervisor	1.0	1.0	1.0	1.0	0.0
Dispatch Supervisor	1.0	1.0	1.0	1.0	0.0
Police Dispatcher II	5.0	5.0	5.0	5.0	0.0
Police Dispatcher I	5.0	5.0	5.0	5.0	0.0
Police Records Technician	9.0	9.0	9.0	9.0	0.0
Property and Evidence Technician	2.0	2.0	2.0	2.0	0.0
Crime Analyst	0.0	1.0	1.0	1.0	0.0
Court Liaison	1.0	1.0	1.0	1.0	0.0
Grants and Project Administrator	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	0.0
	103.0	103.0	103.0	107.0	4.0



City of Montebello
Fiscal Year 2023-24 Budget
Master Position Control, by Department

POSITIONS ADDED

	FY 2021-22	FY 2022-23	FY 2022-23 AMENDED	FY 2023-24 PROPOSED	Variance
Public Works					
Director of Public Works	1.0	1.0	1.0	1.0	0.0
Assistant Director of Public Works	1.0	2.0	2.0	2.0	0.0
Deputy Director	0.0	1.0	1.0	1.0	0.0
Principal Engineer	0.0	1.0	1.0	1.0	0.0
Assistant Engineer	2.0	2.0	2.0	2.0	0.0
Traffic Engineer	0.0	0.0	0.0	1.0	1.0
Building Official	0.0	1.0	1.0	1.0	0.0
Combination Building Inspector	0.0	1.0	1.0	1.0	0.0
Building Permit Technician	0.0	2.0	2.0	2.0	0.0
Public Works Inspector	1.0	1.0	1.0	1.0	0.0
Public Works Superintendent	1.0	1.0	1.0	1.0	0.0
Public Works Manager	0.0	1.0	1.0	1.0	0.0
Park Maintenance Supervisor	0.0	1.0	1.0	1.0	0.0
Street Maintenance Supervisor	1.0	1.0	1.0	1.0	0.0
Building Maintenance Tradeworker II	0.0	2.0	2.0	2.0	0.0
Electrician	0.0	1.0	1.0	1.0	0.0
Plumber	0.0	1.0	1.0	1.0	0.0
Maintenance Worker	14.0	22.0	22.0	22.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	0.0
	25.0	45.0	45.0	46.0	1.0

*New Department created FY 2022-23; all positions listed below previously in "Administration," "Transit" or "Human Resources-Information Technology" Departments

Public Affairs-Information Technology					
Director of Public Affairs/Information Technology	0.0	0.0	0.0	1.0	1.0
Assistant Director of Public Affairs	0.0	0.0	0.0	0.0	0.0
Senior Management Analyst	0.0	0.0	0.0	1.0	1.0
Public Information Officer	0.0	0.0	0.0	2.0	2.0
Senior Administrative Assistant	0.0	0.0	0.0	1.0	1.0
Information Systems Manager	0.0	0.0	0.0	2.0	2.0
Information Systems Supervisor	0.0	0.0	0.0	1.0	1.0
Information Systems Analyst	0.0	0.0	0.0	3.0	3.0
	0.0	0.0	0.0	11.0	11.0

Recreation and Community Services					
Director of Recreation and Community Services	1.0	1.0	1.0	1.0	0.0
Assistant Director of Recreation and Community Services	1.0	1.0	1.0	1.0	0.0
Recreation & Community Services Superintendent	1.0	1.0	1.0	1.0	0.0
Recreation Manager	1.0	1.0	1.0	1.0	0.0
Recreation Supervisor	0.0	1.0	1.0	1.0	0.0
Community Services Coordinator	4.0	4.0	4.0	5.0	1.0
Management Analyst	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	0.0
	21.0	11.0	11.0	12.0	1.0



City of Montebello

Fiscal Year 2023-24 Budget

Master Position Control, by Department

POSITIONS ADDED

	FY 2021-22	FY 2022-23	FY 2022-23 AMENDED	FY 2023-24 PROPOSED	Variance
Transportation					
Director of Transportation	1.0	1.0	1.0	1.0	0.0
Assistant Director of Transportation	1.0	1.0	1.0	1.0	0.0
Deputy Director	2.0	1.0	1.0	1.0	0.0
Public Information Officer	1.0	1.0	1.0	0.0	-1.0
Transit Administration Manager	2.0	1.0	1.0	1.0	0.0
Transit Operations Manager	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Manager	1.0	1.0	1.0	1.0	0.0
Maintenance Manager	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Supervisor	4.0	4.0	4.0	4.0	0.0
Transit Dispatch Supervisor	15.0	15.0	15.0	13.0	-2.0
Transit Assistant Manager	3.0	3.0	3.0	3.0	0.0
Warehouse Supervisor	1.0	1.0	1.0	1.0	0.0
Fleet Services Supervisor	1.0	1.0	1.0	2.0	1.0
Grants and Project Administrator*	1.0	1.0	1.0	0.0	-1.0
Senior Procurement Analyst*	1.0	1.0	1.0	0.0	-1.0
Senior Management Analyst	0.0	1.0	1.0	3.0	2.0
Management Analyst	3.0	4.0	4.0	5.0	1.0
Transit Planner	1.0	1.0	1.0	1.0	0.0
Account Clerk	1.0	1.0	1.0	1.0	0.0
Finance Technician	3.0	3.0	3.0	3.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	0.0
Bus Operator	120.0	150.0	150.0	150.0	0.0
Heavy Equipment Mechanic	15.0	15.0	15.0	15.0	0.0
Fleet Service Worker	13.0	13.0	13.0	13.0	0.0
Body Shop Mechanic	1.0	1.0	1.0	2.0	1.0
Building Maintenance Tradeworker II	1.0	2.0	2.0	2.0	0.0
Storekeeper	3.0	3.0	3.0	4.0	1.0
Administrative Assistant	5.0	5.0	5.0	3.0	-2.0
	204.0	234.0	234.0	233.0	-1.0

*Position titles obsolete, swap for Senior Management Analyst

Total Full-Time Employees	500.0	543.0	547.0	563.0	16.0
Total Full-Time Employees Net Elected	493.0	536.0	540.0	556.0	16.0

	FY 2021-22	FY 2022-23 ADOPTED	FY 2022-23 AMENDED	FY 2023-24 PROPOSED	Variance
Administration	8.0	9.0	11.0	8.0	-3.0
Community Development	21.0	20.0	20.0	20.0	0.0
Finance	21.0	22.0	22.0	24.0	2.0
Fire	76.0	76.0	76.0	80.0	4.0
Human Resources*	14.0	16.0	18.0	15.0	-3.0
Parks and Recreation	21.0	11.0	11.0	12.0	1.0
Police	103.0	103.0	103.0	107.0	4.0
Public Works	25.0	45.0	45.0	46.0	1.0
Public Affairs-Information Technology*	0.0	0.0	0.0	11.0	11.0
Transit	204.0	234.0	234.0	233.0	-1.0
	493.0	536.0	540.0	556.0	16.0



CITY OF MONTEBELLO

General Fund Reserve Policies

Fund balance refers to the difference between assets and liabilities in the City's governmental funds balance sheet. This information is one of the most widely used elements of State and local government financial statements. Financial statement users examine fund balance information to identify the available liquid resources that can be used to pay down unfunded liabilities, finance capital improvements, or enhance the overall financial position of the City.

PURPOSE

The purpose of these policies is to provide guidance on maintaining reasonable levels of reserves in the City's General Fund. In addition, these policies help improve financial reporting by establishing fund balance classifications that create a hierarchy based on the extent to which the City is bound to observe spending constraints that govern how the City can use amounts reported in the governmental fund balance sheet. These policies will also help guide current and future allocation levels to various reserve categories in the General Fund, setting out specific target amounts based on widely used and accepted best practices. As referencing governmental funds, this policy satisfies the requirements of Governmental Accounting Standards Board (GASB) Statement No. 54 and incorporates all previous City Council policies regarding GASB Statement No. 54.

POLICY

It is the policy of the City of Montebello to identify the various classifications of the City's governmental fund balances in its Comprehensive Annual Financial Report (CAFR). These classifications take into consideration the City's long-term infrastructure needs, non-current liabilities, funds necessary to mitigate economic uncertainties, funding that has spending constraints such as grants and fixed assets that will not easily convert to cash. These policies will also increase transparency by clearly designating appropriate reserve levels and categories based on City Council direction and long-term financial planning needs.

The fund balance is a tool the City uses to have an effective long-term financial plan, as well as ensure sufficient liquidity to meet its financial obligations in the short-term.

OBJECTIVES

The City of Montebello's Reserve Policies have two primary objectives:

1. To determine the available liquid resources; and,
2. To provide the information necessary to make informed financial decisions

The fund balance classifications of the City's General Fund are designed to clarify the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the fund can be spent, rather than to simply represent the financial resources available for appropriation.

OVERVIEW

There are three categories of funds per generally accepted accounting principles:

- Governmental Funds: the General Fund, Special Revenue Funds (e.g., State Highway Users Tax), and Capital Projects Funds
- Proprietary Funds: Transit Operations Enterprise Fund
- Fiduciary Funds: Successor Agency (i.e., former Redevelopment Agency)

The GASB 54 classifications only apply to Governmental Funds. For the City of Montebello, these policies will apply only to the General Fund.

The fund balance is only an approximate measure of liquidity or working capital. Therefore, it is necessary for the City to recognize how fund balance is constituted and isolates funds that are needed for longer-term obligations, discern what funds are restricted for specified purposes, and classify those funds that are not available at all. To accomplish this goal, the City's financial statements for governmental funds are comprised of five fund balance categories, as spelled out in GASB Statement No. 54:

- Nonspendable Funds
- Restricted Funds
- Committed Funds
- Assigned Funds
- Unassigned Funds

NON-SPENDABLE AND RESTRICTED FUND BALANCE

The first two classifications are subject to requirements outside the local governing body's control for financial decision making and planning purposes. "Nonspendable" resources are essentially irrelevant because, by their nature, they are not liquid (i.e., land or similar non-cash assets). "Restricted" resources are of no discretionary value given the restrictions placed upon them by a third-party outside of the City's control (i.e., reserve funds required to be set aside by bond documents). Accordingly, this policy will just briefly describe these two classifications.

Nonspendable Funds

Some of the assets that are included in determining the City's fund balance are inherently nonspendable:

- Assets that will never convert to cash, such as prepaid items and inventories
- Assets that will not convert to cash within sixty (60) days from the start of the fiscal year, such as long-term loans receivable, and non-financial assets held for resale
- Assets that must be maintained intact pursuant to legal or contractual requirements, such as an endowment

Restricted Funds

Restricted funds describe the portion of the fund balance that is subject to externally enforceable legal restrictions, these restrictions fall into three (3) categories:

Restrictions are imposed by parties altogether outside the scope of the City's governance:

- Creditors (typically through a debt covenant)
- Grantors (typically State, Federal and other governmental agencies)
- Contributors
- Other governments

Restrictions that arise when the authorization to raise revenues is conditioned upon the revenue being used for a particular purpose:

- Gas taxes must be used for street repair
- Proposition C funds must be used for fixed transit routes
- Proposition A funds must be used for transit programs
- Measure R must be used for local street repair

Long-term loans receivable and non-financial assets that are collected can also be considered Restricted if the collected funds are subject to an externally enforceable restriction on how they can be spent.

PROCEDURES

This section provides a comprehensive protocol on what is legally deemed the unrestricted (or spendable) portion of the General Fund fund balance, and the order in which the classifications are spent. The unrestricted portion of the fund balance is comprised of the General Fund's resources classified as "Committed," "Assigned," or "Unassigned."

UNRESTRICTED (SPENDABLE) FUND BALANCE

Committed Funds

Committed funds describe a portion of the fund balance that is constrained by limitations imposed by the Montebello City Council. The City Council imposed limitation must occur no later than the close of the reporting period (i.e., end of the fiscal year) and remains binding unless removed under the same manner. A commitment is made by City Council adoption of a resolution that states the amount and purpose of the commitment.

This policy requires the commitment to be made as part of the annual budget adoption process (which typically occurs in June of each year). Furthermore, this policy sets out two distinct commitments: Economic Uncertainties Reserve and Unfunded Liabilities Reserve.

Committed Funds – Economic Uncertainties Reserve

This reserve policy establishes a Commitment for Economic Uncertainties equal to an amount calculated as twenty-five percent (25%) of the General Fund's annual operating revenues.

Appropriations from the Economic Uncertainties Reserve can only be made by formal City Council action (i.e., resolution appropriating use of these reserve funds).

Generally, appropriations and access to these Committed funds will be reserved for emergency situations. Examples of such emergencies include, but are not limited to:

- Reduction in revenue equal to or greater than 20% of adopted General Fund revenues in a given fiscal year
- An unplanned, major, catastrophic event such as a natural disaster requiring expenditures over
- 10% of General Fund adopted appropriations in a given fiscal year
- Unfunded and/or unpredictable State or Federal legislative or judicial mandates
- Any other unforeseen event that causes the City to expend funds in excess of 10% of General
- Fund adopted appropriations in a given fiscal year

Committed Funds – Unfunded Liabilities Reserve

This reserve policy establishes a Commitment for Unfunded Liabilities equal to an amount calculated as five percent (5%) of the General Fund's annual operating revenues.

Appropriations from the Unfunded Liabilities Reserve can only be made by formal City Council action (i.e., resolution appropriating use of these reserve funds).

Generally, appropriations and access to these Committed funds will be reserved to pay-down unfunded liabilities. Examples of such uses include, but are not limited to:

- Establishment of a Section 115 irrevocable trust to pay-down Other Post-Employment Benefits (OPEB) liabilities
- Making Additional Discretionary Payments (ADP) related to the City's pension plan (i.e., PERS)
- Funding other unfunded liabilities as identified or needed

Assigned Funds

Assigned funds describe the portion of the General Fund reserves that reflect the use of resources by the Montebello City Council intended to provide a means and source of funding for various near-term and long-term needs. Funds can be designated "assigned" to address equipment replacement needs as well as to set-aside funding for unfunded/unprogrammed future capital and/or infrastructure projects.

This policy grants authority to assign funds to the Director of Finance. Assignment of reserves may be modified by the Director of Finance as part of the annual budget process. Use of assigned funds

requires formal action by the City Council to appropriate funds in the appropriate account.

Specifically, this reserve policy establishes assignments for the following short-term and long-term needs, at the various levels specified:

- Equipment/Technology Replacement and Upgrades
- Capital Improvement (Unfunded/Un-programmed)
- Deferred Maintenance/Infrastructure Maintenance
- Energy Efficiency Projects
- Self-insured Retention
- Economic Sustainability

Additional assignments can and will be made by the Director of Finance as part of the preparation of the annual Comprehensive Annual Financial Report (CAFR). These assignments generally include reserving funds for deposits, debt service and bond defeasance. The CAFR will include a detailed accounting of all GASB Statement No. 54 fund balance classifications, including all Assigned Funds.

Equipment/Technology Replacement and Upgrade Assignment

An assignment for equipment and/or technology replacement and upgrade needs will be made that is equal to five (5%) of the General Fund's annual operating revenues.

This assignment is intended to be utilized for non-routine or extraordinary equipment replacement needs, and would include not just rolling stock but other equipment such as computers, network and telecom systems, furniture and related equipment, and other critical citywide “equipment” needs.

Capital Improvement (Unfunded/Un-programmed) Assignment

An assignment will be made that is equal to five percent (5%) of the General Fund's annual operating revenues for the purposes of providing funding for any unfunded, unprogrammed or otherwise un-planned capital improvement projects that required a General Fund funding component.

The purpose of this assignment is to provide an auxiliary means of funding capital improvement projects that do not have a dedicated or restricted funding stream (i.e., non-General Fund source of funding).

Deferred Maintenance/Infrastructure Maintenance Assignment

An assignment will be made that is equal to \$1,000,000 for the purpose of providing funding for deferred maintenance on the City's building assets (i.e., City Hall, community centers), sports fields and other related infrastructure items.

The purpose of the Deferred Maintenance/Infrastructure Maintenance assignment is to provide a reserve for deferred maintenance on the City's buildings, sports fields, parks, community centers and other related infrastructure. The Deferred Maintenance assignment could also be utilized to replace items such as equipment in community centers, parks, etc. This assignment could be used to supplement

the Equipment/Technology Replacement and Upgrade assignment for these types of “one-time” furniture and equipment purchases. The amount of this assignment will be evaluated on a regular basis and either decreased or increased based on updated deferred maintenance needs and priorities as well as available fund balance.

This assignment is separate and distinct from the “Capital Improvement” assignment, which is intended to fund capital projects related to roads, sewer systems, rights of way and similar areas.

Insurance – Risk Management Assignment

An assignment will be made that is equal to \$500,000 and is intended to meet the City’s “self-insured retention” for various insurance needs.

The intent of this assignment is to supplement funding in the City’s Self-Insurance Fund (Fund 700) if necessary based on workers compensation and/or liability claims expenditures. This amount will be re-evaluated and adjusted as necessary.

Economic Sustainability Assignment

An assignment will be made equal to \$1,000,000 to fund economic development sustainability efforts within the City of Montebello. Funds can only be appropriated through formal action by the City Council taken approving a specific economic development project, mission or other targeted effort aimed at increasing the City’s sales tax and/or property tax revenue.

The Economic Sustainability assignment would establish a pool of funds that could be utilized to improve the City’s sales tax and/or property tax base. Use of these funds would be controlled through a strategic effort that would require a specific, City Council approved plan for how the funds would be utilized.

Unassigned Funds

The General Fund may have net resources in excess of what is classified in one of the four previous categories (non-spendable, restricted, committed or assigned). This amount is presented as the Unassigned Fund Balance amount. Only the General Fund can report a positive unassigned fund balance. However, all governmental funds can report a negative unassigned fund balance.

This policy dictates that any amount of fund balance will be classified as “unassigned” after funding the Economic Uncertainties Reserve and Unfunded Liabilities Commitments plus the various Assigned reserves made in accordance with the preceding section. This policy allows for “unassigned” funds and places no specific restrictions on their use. In general, the City Council could choose to utilize “unassigned” fund balance for one-time projects or uses in a given fiscal year, such as technology upgrades, infrastructure improvements, economic development efforts, paying down long-term liabilities, or other such uses either not allocated for in this policy or in addition to the reserve policies set forth herein.

Use of Resources

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, the order of allocation of these available funds is first restricted, second committed, third assigned and lastly unassigned amounts.

REPLENISHMENT OF COMMITTED AND/OR ASSIGNED RESERVES

In keeping with the principles discussed in this policy, when either Committed or Assigned funds are utilized for their specific, intended purposes, or the levels fall below the policy levels as described and set forth herein, the City Council will develop a reserve replenishment plan to return the various reserves to their policy levels. This plan will seek to return the Committed and/or Assigned reserves to their policy levels within one (1) to three (3) years, per City Council direction. Furthermore, Unassigned funds will be first utilized to maintain and/or return the Committed and/or Assigned reserves to their policy levels.

SUMMARY

Components of Fund Balance

- Nonspendable Fund Balance
 - Inherently nonspendable
 - Portion of net resources that cannot be spent because of their form
 - Portion of net resources that cannot be spent because they must be maintained intact
- Restricted Fund Balance
 - Externally enforceable limits on use
 - Limitations imposed by creditors, grantors, contributors, or laws and regulations of other governments
 - Limitations imposed by law through constitutional provisions or enabling legislation
- Committed Fund Balance
 - Council/Agency self-imposed limitations set in place prior to the end of the fiscal year
 - Limitation imposed at the highest level of decision making that requires formal action at the same level to remove
- Assigned Fund Balance
 - Limitation resulting from intended use
 - Intended use established by Director of Finance
- Unassigned Fund Balance
 - Total fund balance in the General Fund in excess of nonspendable, restricted, committed and assigned fund balance (surplus)
 - Excess of nonspendable, restricted, and committed fund balance over total fund balance (deficit)
- Use of Fund Balance
 - Restricted
 - Committed
 - Assigned



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Appropriations Overview
FY 2023-24 Budget

Fund/Funding Source	Project Description	Project #	Amount	Carryover?*
Gas Tax (Fund 200)				
	Via San Clemente Entry Road	CP 918	1,400,000	
	Bluff Road Slope Stabalization	CP 901	300,000	C
	Various Intersection Improvements	CP 851	294,486	C
	TSSP - Olympic Blvd	CP 910	161,400	C
	Yunex Contract (Signal Maint)		280,000	
	Signs, Hardeare, Asphalt		275,000	
	Street Striping		250,000	
			2,960,886	
Proposition A (Fund 210)				
	Garfield / Via Campo Bus Turnout	CP 890	1,019,474	C
	Garfield / Via Campo Bus Turnout	CP 890	700,000	
	Metrol Local Return Admin Expenses		350,000	
	Capital Reserve - Green Line Station		4,000,000	C
	Capital Reserve - Green Line Station		2,000,000	
			8,069,474	
Proposition C (Fund 215)				
	Self-Evaluation Report - ADA Transiion Plan		87,655	C
	Plaza Drive Reconstrucion	CP 917	784,211	
	Various Intersection Improvements	CP 851	609,273	C
	TSSP - Beverly Blvd	CP 912	575,000	C
	TSSP - Beverly Blvd	CP 912	575,000	
	Paving the Way Debt Service		704,800	
	SGV COG		30,000	
	Gateway COG		30,000	
	Metro Local Return Admin Expense		300,000	
	Paving the Way Bond Proceeds		11,174,596	C
			14,870,535	
Measure M (Fund 222)				
	Via San Clemente Entry Road	CP 918	175,000	
	Annual Street Resurfacing - Grind / Overlay	CP 913	977,000	
	Annual Street Resurfacing - Reconstruction	CP 914	600,000	
	Annual Street Resurfacing - Slurry Seal	CP 915	150,000	
	Traffic Signal Maintenance	CP 902	200,000	C
	Paving the Way Debt Service		597,300	
	Metro Local Return Admin Expense		100,000	
	Paving the Way Bond Proceeds		2,098,279	C
			4,897,579	



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Appropriations Overview
FY 2023-24 Budget

Fund/Funding Source	Project Description	Project #	Amount	Carryover?*
Measure R (Fund 220)				
	Via San Clemente Entry Road	CP 918	175,000	
	Various Intersection Improvements	CP 851	85,000	C
	Annual Street Resurfacing - Reconstruction	CP 914	582,000	
	Annual Street Resurfacing - Slurry Seal	CP 915	143,000	
	Annual Street Resurfacing - HYRAP	CP 916	144,000	
	Traffic Signal Maintenance	CP 902	200,000	
	Paving the Way Debt Service		527,900	
	Metro Local Return Admin Expenses		250,000	
	Paving the Way Bond Proceeds		1,656,429	C
			3,763,329	
Meausre W (Fund 229)				
	East LA Sustainable Storm Water Project		758,106	
			758,106	
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)				
	Olympic Blvd Street Feasibility	CP 905	300,000	
	Annual Street Resurfacing - HYRAP	CP 916	800,000	
			1,100,000	
TDA-3 (Fund 223)				
	Annual Street Resurfacing - Grind / Overlay	CP 913	100,000	
			100,000	
HSIP (Grant)				
	Various Intersection Improvements	CP 851	843,449	C
			843,449	
TOTAL FY 2022-23 CIP BUDGET (New and Carryover)			37,363,358	

"c" = Carryover amount from prior fiscal year.



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Appropriations Overview
FY 2023-24 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Gas Tax (Fund 200)			
Via San Clemente Entry Road	1,400,000	D/C	New entry road required for Topgolf facility
Bluff Road Slope Stabalization	300,000	D/C	Continuing work related to sewer line extension project and repairing slope destabilized by sewer line break
Various Intersection Improvements	294,486	D/C	Minor improvements for intersections citywide, as needed.
TSSP - Olympic Blvd	161,400	M	Signal synchronization project coordinated with LA County
Yunex Contract (Signal Maint)	280,000	M	Annual signal maintenance contract
Signs, Hardware, Asphalt	275,000	M	As-needed replacement of road signs citywide, patching/repairing roads and other required preventative maintenance work
Street Striping	250,000	M	Re-striping streets citywide to ensure safe lane demarcations and other on-road markings
	2,960,886		
Proposition A (Fund 210)			
Garfield / Via Campo Bus Turnout	1,019,474	ES	Creation of dedicated bus turnout lane on Garfield designed to relieve traffic congestion and assist with Montebello Bus Lines service (carryover funding previously approved)
Garfield / Via Campo Bus Turnout	700,000	ES	Creation of dedicated bus turnout lane on Garfield designed to relieve traffic congestion and assist with Montebello Bus Lines service (NEW funding for FY 2023-24)
Metrol Local Return Admin Expenses	350,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Capital Reserve - Green Line Station	4,000,000	DS/O	"Reserve Fund" for future estiamted expenditures for Green Line Station (carryover funding previously approved)
Capital Reserve - Green Line Station	2,000,000	DS/O	"Reserve Fund" for future estiamted expenditures for Green Line Station (NEW funding for FY 2023-24)
	8,069,474		
Proposition C (Fund 215)			
Self-Evaluation Report - ADA Transiion Plan	87,655	ES	Required ADA transition plan study
Plaza Drive Reconstrucion	784,211	D/C	Complete roadway reconstruction
Various Intersection Improvements	609,273	D/C	Minor improvements for intersections citywide, as needed.
TSSP - Beverly Blvd	575,000	M	Signal synchronization project coordinated with LA County (carryover funding previously approved)
TSSP - Beverly Blvd	575,000	M	Signal synchronization project coordinated with LA County (NEW funding for FY 2023-24)
Paving the Way Debt Service	704,800	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
SGV COG	30,000	DS/O	Annual Council of Government dues payment
Gateway COG	30,000	DS/O	Annual Council of Government dues payment
Metro Local Return Admin Expense	300,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	11,174,596	D/C	Available bond proceeds from 2019 Sales Tax Revenue Bonds, to be programmed for citywide street paving and repair
	14,870,535		



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Appropriations Overview
FY 2023-24 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Measure M (Fund 222)			
Via San Clemente Entry Road	175,000	D/C	New entry road required for Topgolf facility
Annual Street Resurfacing - Grind / Overlay	977,000	M	Annual road repair program for grind and overlay (citywide)
Annual Street Resurfacing - Reconstruction	600,000	M	Annual road repair program for complete reconstruction of selected streets (citywide)
Annual Street Resurfacing - Slurry Seal	150,000	M	Annual slurry seal program for citywide street repair
Traffic Signal Maintenance	200,000	M	Annual citywide as-needed signal maintenance
Paving the Way Debt Service	597,300	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
Metro Local Return Admin Expense	100,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	2,098,279	D/C	Available bond proceeds from 2019 Sales Tax Revenue Bonds, to be programmed for citywide street paving and repair
	4,897,579		
Measure R (Fund 220)			
Via San Clemente Entry Road	175,000	D/C	New entry road required for Topgolf facility
Various Intersection Improvements	85,000	D/C	Minor improvements for intersections citywide, as needed.
Annual Street Resurfacing - Reconstruction	582,000	M	Annual road repair program for complete reconstruction of selected streets (citywide)
Annual Street Resurfacing - Slurry Seal	143,000	M	Annual slurry seal program for citywide street repair
Annual Street Resurfacing - HYRAP	144,000	M	Annual slurry seal program for citywide street repair
Traffic Signal Maintenance	200,000	M	Annual citywide as-needed signal maintenance
Paving the Way Debt Service	527,900	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
Metro Local Return Admin Expenses	250,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	1,656,429	DS/O	Available bond proceeds from 2019 Sales Tax Revenue Bonds, to be programmed for citywide street paving and repair
	3,763,329		



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Appropriations Overview
FY 2023-24 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Meausre W (Fund 229)			
East LA Sustainable Storm Water Project	758,106	DS/O	Required annual contribution (5 year commitment) to LA County stormwater runoff project
	758,106		
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)			
Olympic Blvd Street Feasibility	300,000	ES	Study to determine updates/upgrades to Olympic Blvd
Annual Street Resurfacing - HYRAP	800,000	M	Annual slurry seal program for citywide strett repair
	1,100,000		
TDA-3 (Fund 223)			
Annual Street Resurfacing - Grind / Overlay	100,000	M	Annual road repair program for grind and overlay (citywide)
	100,000		
HSIP (Grant)			
Various Intersection Improvements	843,449	D/C	Minor improvements for intersections citywide, as needed.
	843,449		
	37,363,358		

*Phase Legend:	
ES	Engineering studies
D/C	Design/Construction
M	Maintenance
DS/C	Debt service and other expenses

RESOLUTION NO. 23-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPTING THE COMPENSATION PLAN AND TABLE OF ORGANIZATION (POSITION LISTING)

**THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE AS
FOLLOWS:**

SECTION 1. That the City Council of the City of Montebello has determined that the following listing of positions shall be the official and prescribed position titles and if applicable in accordance with the respective range numbers pertaining thereto and herein indicated in accordance with provisions of the Montebello Municipal Code and/or the Civil Service Rules and Regulations as previously enacted by this City Council:

ELECTED OFFICIALS		MONTHLY SALARY RANGES		
City Councilmembers		1,032	-	1,032
City Clerk		695	-	695
City Treasurer		695	-	695

CLASSIFIED MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Fire Battalion Chief	57	\$132,654	\$165,666
Fire Captain	46	\$101,101	\$126,262
Police Captain	67	\$169,808	\$212,067
Police Lieutenant	61	\$146,425	\$182,865
Police Sergeant	48	\$106,220	\$132,654
Senior Fire Inspector	38	\$82,979	\$103,629

CLASSIFIED NON-MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Account Clerk	7	\$38,595	\$48,199
Administrative Assistant	5	\$36,735	\$45,877
Assistant Engineer	33	\$73,341	\$91,593
Assistant Planner	30	\$68,104	\$85,053
Building Inspector	27	\$63,242	\$78,980
Building Maintenance Tradeworker I	13	\$44,758	\$55,896
Building Maintenance Tradeworker II	16	\$48,199	\$60,194
Business License Technician	12	\$43,666	\$54,533
Combination Building Inspector	35	\$77,054	\$96,230
Community Outreach Specialist	21	\$54,533	\$68,104
Community Risk Reduction Coordinator	32	\$71,552	\$89,359
Community Services Coordinator	13	\$44,758	\$55,896
Court Liaison	12	\$43,666	\$54,533
Custodian	7	\$38,595	\$48,199
Engineering Technician	22	\$55,896	\$69,807

RESOLUTION NO. 23-51

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Finance Technician	16	\$48,199	\$60,194
Fire Engineer	40	\$87,179	\$108,875
Fire Inspector	21	\$54,533	\$68,104
Firefighter	35	\$77,054	\$96,230
Human Resources Technician	27	\$63,242	\$78,980
Lead Finance Technician	24	\$58,726	\$73,341
Maintenance Worker	10	\$41,562	\$51,905
Parking Control Officer	12	\$43,666	\$54,533
Payroll Coordinator	24	\$58,726	\$73,341
Payroll Specialist	23	\$57,294	\$71,552
Permit Technician	18	\$50,639	\$63,242
Police Community Service Officer	16	\$48,199	\$60,194
Police Corporal	41	\$89,359	\$111,597
Police Dispatcher I	22	\$55,896	\$69,807
Police Dispatcher II	27	\$63,242	\$78,980
Police Officer	38	\$82,979	\$103,629
Police Records Technician	10	\$41,562	\$51,905
Property & Evidence Technician I	20	\$53,203	\$66,443
Public Information Coordinator	24	\$58,726	\$73,341
Public Safety Radio Technician	31	\$69,807	\$87,179
Public Works Inspector	28	\$64,823	\$80,955
Records Coordinator	22	\$55,896	\$69,807
Risk Management Assistant	12	\$43,666	\$54,533
Senior Building Inspector	34	\$75,175	\$93,883
Senior Finance Technician	22	\$55,896	\$69,807
Senior Permit Technician	21	\$54,533	\$68,104

SMART-TD CLASSIFIED NON-MANAGEMENT		ANNUAL MINIMUM	ANNUAL MAXIMUM
<i>Body Shop Mchanic (effective 1/3/21)</i>		\$52,584	\$67,116
<i>Bus Operator (effective 1/3/21)</i>		\$43,068	\$54,972
<i>Equipment Mechanic A (effective 1/3/21)</i>		\$52,584	\$67,116
<i>Equipment Service Worker (effective 1/3/21)</i>		\$37,092	\$47,340
<i>Storekeeper (eff 1/3/21)</i>		\$45,288	\$57,792

UNCLASSIFIED MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accounting Manager	44	\$96,230	\$120,178
Accounting Supervisor	30	\$68,104	\$85,053
Assistant City Manager	74	\$201,848	\$252,081
Assistant Director of Finance	56	\$129,418	\$161,626
Assistant Director of Fire	54	\$123,182	\$153,838
Assistant Director of Human Resources	56	\$129,418	\$161,626
Assistant Director of Planning and Community Development	55	\$126,262	\$157,684

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Assistant Director of Public Affairs	55	\$126,262	\$157,684
Assistant Director of Public Works	54	\$123,182	\$153,838
Assistant Director of Recreation & Community Services	51	\$114,387	\$142,854
Assistant Director of Transportation	54	\$123,182	\$153,838
Assistant Fire Chief	62	\$150,086	\$187,436
Assistant Police Chief	65	\$161,626	\$201,848
Associate Engineer	40	\$87,179	\$108,875
Building Maintenance Supervisor	30	\$68,104	\$85,053
Building Official	49	\$108,875	\$135,970
City Manager	*	\$334,624	\$334,624
Code Enforcement Manager	38	\$82,979	\$103,629
Construction Manager	48	\$106,220	\$132,654
Crime Prevention Supervisor	34	\$75,175	\$93,883
Deputy Director of Public Works	52	\$117,247	\$146,425
Deputy Director of Transportation	52	\$117,247	\$146,425
Deputy Fire Chief	58	\$135,970	\$169,808
Director of Finance	68	\$174,053	\$217,369
Director of Human Resources	68	\$174,053	\$217,369
Director of Planning & Community Development	65	\$161,626	\$201,848
Director of Public Affairs/Information Technology	65	\$161,626	\$201,848
Director of Public Works/City Engineer	69	\$178,405	\$222,803
Director of Recreation & Community Services	64	\$157,684	\$196,925
Director of Transportation	66	\$165,666	\$206,895
Dispatch Supervisor	32	\$71,552	\$89,359
Economic Development Manager	50	\$111,597	\$139,369
Finance Supervisor	32	\$71,552	\$89,359
Fire Chief	71	\$187,436	\$234,082
Fire Marshal	50	\$111,597	\$139,369
Fleet Maintenance Manager	44	\$96,230	\$120,178
Fleet Maintenance Supervisor	33	\$73,341	\$91,593
Fleet Services Manager	42	\$91,593	\$114,387
Fleet Services Supervisor	22	\$55,896	\$69,807
Grants & Project Administrator	36	\$78,980	\$98,636
Housing Manager	48	\$106,220	\$132,654
Human Resources Analyst	34	\$75,175	\$93,883
Human Resources Manager	48	\$106,220	\$132,654
Information Systems Manager	49	\$108,875	\$135,970
Information Systems Supervisor	39	\$85,053	\$106,220
Management Analyst	30	\$68,104	\$85,053
Maintenance Manager	44	\$96,230	\$120,178
Office Manager	27	\$63,242	\$78,980
Park Maintenance Supervisor	30	\$68,104	\$85,053
Planner	35	\$77,054	\$96,230

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Planning Manager	49	\$108,875	\$135,970
Police Chief	72	\$192,122	\$239,934
Police Records Supervisor	31	\$69,807	\$87,179
Principal Engineer	52	\$117,247	\$146,425
Principal Risk Officer	59	\$139,369	\$174,053
Public Information Officer	32	\$71,552	\$89,359
Public Safety Radio Supervisor	39	\$85,053	\$106,220
Public Works Inspector	28	\$64,823	\$80,955
Public Works Manager	37	\$80,955	\$101,101
Public Works Superintendent	43	\$93,883	\$117,247
Recreation Manager	35	\$77,054	\$96,230
Recreation Supervisor	29	\$66,443	\$82,979
Revenue Supervisor	30	\$68,104	\$85,053
Risk Management Analyst	30	\$68,104	\$85,053
Risk Manager	50	\$111,597	\$139,369
Senior Deputy City Clerk	39	\$85,053	\$106,220
Senior Economic Development Coordinator	34	\$75,175	\$93,883
Senior Human Resources Analyst	41	\$89,359	\$111,597
Senior Management Analyst	36	\$78,980	\$98,636
Senior Planner	41	\$89,359	\$111,597
Senior Procurement Analyst	33	\$73,341	\$91,593
Social Work Supervisor	40	\$87,179	\$108,875
Street Maintenance Supervisor	32	\$71,552	\$89,359
Superintendent/Facility Manager	38	\$82,979	\$103,629
Transit Administration Manager	45	\$98,636	\$123,182
Transit Assistant Manager	34	\$75,175	\$93,883
Transit Operations Manager	47	\$103,629	\$129,418
Transit Planner	30	\$68,104	\$85,053
Transit Supervisor	26	\$61,699	\$77,054
Warehouse Supervisor	26	\$61,699	\$77,054

**The City Manager's salary is set by separate City Council approved contract.*

UNCLASSIFIED NON-MANAGEMENT	RANGES	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accountant	26	\$61,699	\$77,054
Code Enforcement Coordinator	10	\$41,562	\$51,905
Code Enforcement Officer	27	\$63,242	\$78,980
Crime Analyst	32	\$71,552	\$89,359
Deputy City Clerk	24	\$58,726	\$73,341
Economic Development Coordinator	26	\$61,699	\$77,054
Field Response Case Coordinator	11	\$42,601	\$53,203
Firefighter/Paramedic Trainee	21	\$54,533	\$68,104
Information Systems Analyst	36	\$78,980	\$98,636
Information Systems Technician	18	\$50,639	\$63,242

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Police Trainee	24	\$58,726	\$73,341
Risk Management Assistant	19	\$51,905	\$64,823
Senior Accountant	35	\$77,054	\$96,230
Senior Administrative Assistant	14	\$45,877	\$57,294

HOURLY CLASSIFICATION		HOURLY MINIMUM	HOURLY MAXIMUM
Administrative Analyst		15.50	24.45
Administrative Secretary		18.55	23.41
Building Maintenance Tradeworker		15.92	20.31
Bus Operator		18.93	20.68
Clerical Assistant		15.50	18.33
Code Enforcement Technician		15.50	16.84
Community Services Aide - SYEP		15.50	15.50
Equipment Service Worker		15.50	19.11
Field Maintenance Worker		15.50	16.73
Fire Engineer		27.43	35.02
Fire Inspector		22.56	28.80
Heavy Duty Fire Equipment Mechanic		45.41	49.10
Human Resources Manager		42.22	51.32
Information Systems Specialist		15.50	18.33
Intern		15.50	18.33
Lifeguard		15.50	16.64
Maintenance Worker		15.92	20.31
Mechanic's Assistant		15.50	17.49
Park Ranger		15.50	19.30
Parking Control Officer		18.72	21.28
Police Cadet		15.50	19.33
Police Community Services Officer		15.50	16.66
Police Dispatcher		26.35	31.25
Police Officer		32.49	41.43
Police Trainee		18.99	24.06
Police Youth Program Coordinator		17.55	22.45
Pool Manager		16.66	20.00
Property & Evidence Technician		16.66	24.45
Public Works Manager		34.72	42.23
Recreation Leader I		15.50	16.22
Recreation Leader II		15.50	17.79
Recreation Leader III		15.50	18.75
Recreation Leader IV		16.71	20.55
Risk Management Assistant		15.50	21.45
Secretary		15.50	17.90
Senior Lifeguard		16.15	18.27

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Senior Project Manager		63.87	77.66
Sports Official		15.50	24.45
Swim Instructor – Lifeguard		17.50	21.00
Transportation Revenue Coordinator		15.93	20.22
Transportation Specialist		15.50	24.45

SECTION 2. That the City Clerk shall certify to the adoption of this resolution, shall distribute copies to the Director of Human Resources and the Director of Finance, and the resolution shall be in full force and effect as of July 1, 2023.

APPROVED AND ADOPTED this 14th day of June, 2023.

David Torres, Mayor

ATTEST:**APPROVED AS TO FORM:**

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-51 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 June, 2023 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

RESOLUTION NO. 23-51

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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

City of Montebello FY 2022-23

Salary Matrix

Salary Range											
Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Salary Range
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0
1	\$33,280	\$34,112	\$34,965	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	1
HRLY BI-WEEKLY	\$16.0000	\$16.4000	\$16.8100	\$17.2303	\$17.6610	\$18.1025	\$18.5551	\$19.0190	\$19.4944	\$19.9818	
	\$1,280.0000	\$1,312.0000	\$1,344.8000	\$1,378.4200	\$1,412.8805	\$1,448.2025	\$1,484.4076	\$1,521.5178	\$1,559.5557	\$1,598.5446	
2	\$34,112	\$34,965	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	2
	\$16.4000	\$16.8100	\$17.2303	\$17.6610	\$18.1025	\$18.5551	\$19.0190	\$19.4944	\$19.9818	\$20.4814	
	\$1,312.0000	\$1,344.8000	\$1,378.4200	\$1,412.8805	\$1,448.2025	\$1,484.4076	\$1,521.5178	\$1,559.5557	\$1,598.5446	\$1,638.5082	
3	\$34,965	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	3
	\$16.8100	\$17.2303	\$17.6610	\$18.1025	\$18.5551	\$19.0190	\$19.4944	\$19.9818	\$20.4814	\$20.9934	
	\$1,344.8000	\$1,378.4200	\$1,412.8805	\$1,448.2025	\$1,484.4076	\$1,521.5178	\$1,559.5557	\$1,598.5446	\$1,638.5082	\$1,679.4709	
4	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	4
	\$17.2303	\$17.6610	\$18.1025	\$18.5551	\$19.0190	\$19.4944	\$19.9818	\$20.4814	\$20.9934	\$21.5182	
	\$1,378.4200	\$1,412.8805	\$1,448.2025	\$1,484.4076	\$1,521.5178	\$1,559.5557	\$1,598.5446	\$1,638.5082	\$1,679.4709	\$1,721.4577	
5	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	5
	\$17.6610	\$18.1025	\$18.5551	\$19.0190	\$19.4944	\$19.9818	\$20.4814	\$20.9934	\$21.5182	\$22.0562	
	\$1,412.8805	\$1,448.2025	\$1,484.4076	\$1,521.5178	\$1,559.5557	\$1,598.5446	\$1,638.5082	\$1,679.4709	\$1,721.4577	\$1,764.4941	
6	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	6
	\$18.1025	\$18.5551	\$19.0190	\$19.4944	\$19.9818	\$20.4814	\$20.9934	\$21.5182	\$22.0562	\$22.6076	
	\$1,448.2025	\$1,484.4076	\$1,521.5178	\$1,559.5557	\$1,598.5446	\$1,638.5082	\$1,679.4709	\$1,721.4577	\$1,764.4941	\$1,808.6065	
7	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	7
	\$18.5551	\$19.0190	\$19.4944	\$19.9818	\$20.4814	\$20.9934	\$21.5182	\$22.0562	\$22.6076	\$23.1728	
	\$1,484.4076	\$1,521.5178	\$1,559.5557	\$1,598.5446	\$1,638.5082	\$1,679.4709	\$1,721.4577	\$1,764.4941	\$1,808.6065	\$1,853.8217	
8	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	8
	\$19.0190	\$19.4944	\$19.9818	\$20.4814	\$20.9934	\$21.5182	\$22.0562	\$22.6076	\$23.1728	\$23.7521	
	\$1,521.5178	\$1,559.5557	\$1,598.5446	\$1,638.5082	\$1,679.4709	\$1,721.4577	\$1,764.4941	\$1,808.6065	\$1,853.8217	\$1,900.1672	
9	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	9
	\$19.4944	\$19.9818	\$20.4814	\$20.9934	\$21.5182	\$22.0562	\$22.6076	\$23.1728	\$23.7521	\$24.3459	
	\$1,559.5557	\$1,598.5446	\$1,638.5082	\$1,679.4709	\$1,721.4577	\$1,764.4941	\$1,808.6065	\$1,853.8217	\$1,900.1672	\$1,947.6714	
10	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	10
	\$19.9818	\$20.4814	\$20.9934	\$21.5182	\$22.0562	\$22.6076	\$23.1728	\$23.7521	\$24.3459	\$24.9545	
	\$1,598.5446	\$1,638.5082	\$1,679.4709	\$1,721.4577	\$1,764.4941	\$1,808.6065	\$1,853.8217	\$1,900.1672	\$1,947.6714	\$1,996.3632	
11	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	11
	\$20.4814	\$20.9934	\$21.5182	\$22.0562	\$22.6076	\$23.1728	\$23.7521	\$24.3459	\$24.9545	\$25.5784	
	\$1,638.5082	\$1,679.4709	\$1,721.4577	\$1,764.4941	\$1,808.6065	\$1,853.8217	\$1,900.1672	\$1,947.6714	\$1,996.3632	\$2,046.2722	
12	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	12
	\$20.9934	\$21.5182	\$22.0562	\$22.6076	\$23.1728	\$23.7521	\$24.3459	\$24.9545	\$25.5784	\$26.2179	
	\$1,679.4709	\$1,721.4577	\$1,764.4941	\$1,808.6065	\$1,853.8217	\$1,900.1672	\$1,947.6714	\$1,996.3632	\$2,046.2722	\$2,097.4290	
13	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	13
	\$21.5182	\$22.0562	\$22.6076	\$23.1728	\$23.7521	\$24.3459	\$24.9545	\$25.5784	\$26.2179	\$26.8733	
	\$1,721.4577	\$1,764.4941	\$1,808.6065	\$1,853.8217	\$1,900.1672	\$1,947.6714	\$1,996.3632	\$2,046.2722	\$2,097.4290	\$2,149.8648	
14	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	14
	\$22.0562	\$22.6076	\$23.1728	\$23.7521	\$24.3459	\$24.9545	\$25.5784	\$26.2179	\$26.8733	\$27.5451	
	\$1,764.4941	\$1,808.6065	\$1,853.8217	\$1,900.1672	\$1,947.6714	\$1,996.3632	\$2,046.2722	\$2,097.4290	\$2,149.8648	\$2,203.6114	
15	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	15
	\$22.6076	\$23.1728	\$23.7521	\$24.3459	\$24.9545	\$25.5784	\$26.2179	\$26.8733	\$27.5451	\$28.2338	
	\$1,808.6065	\$1,853.8217	\$1,900.1672	\$1,947.6714	\$1,996.3632	\$2,046.2722	\$2,097.4290	\$2,149.8648	\$2,203.6114	\$2,258.7017	
16	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	16
	\$23.1728	\$23.7521	\$24.3459	\$24.9545	\$25.5784	\$26.2179	\$26.8733	\$27.5451	\$28.2338	\$28.9396	
	\$1,853.8217	\$1,900.1672	\$1,947.6714	\$1,996.3632	\$2,046.2722	\$2,097.4290	\$2,149.8648	\$2,203.6114	\$2,258.7017	\$2,315.1692	
17	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	17
	\$23.7521	\$24.3459	\$24.9545	\$25.5784	\$26.2179	\$26.8733	\$27.5451	\$28.2338	\$28.9396	\$29.6631	
	\$1,900.1672	\$1,947.6714	\$1,996.3632	\$2,046.2722	\$2,097.4290	\$2,149.8648	\$2,203.6114	\$2,258.7017	\$2,315.1692	\$2,373.0484	
18	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	18
	\$24.3459	\$24.9545	\$25.5784	\$26.2179	\$26.8733	\$27.5451	\$28.2338	\$28.9396	\$29.6631	\$30.4047	
	\$1,947.6714	\$1,996.3632	\$2,046.2722	\$2,097.4290	\$2,149.8648	\$2,203.6114	\$2,258.7017	\$2,315.1692	\$2,373.0484	\$2,432.3747	
19	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	19
	\$24.9545	\$25.5784	\$26.2179	\$26.8733	\$27.5451	\$28.2338	\$28.9396	\$29.6631	\$30.4047	\$31.1648	
	\$1,996.36	\$2,046.27	\$2,097.43	\$2,149.86	\$2,203.61	\$2,258.70	\$2,315.17	\$2,373.05	\$2,432.37	\$2,493.18	
20	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	20
	\$25.5784	\$26.2179	\$26.8733	\$27.5451	\$28.2338	\$28.9396	\$29.6631	\$30.4047	\$31.1648	\$31.9439	
	\$2,046.2722	\$2,097.4290	\$2,149.8648	\$2,203.6114	\$2,258.7017	\$2,315.1692	\$2,373.0484	\$2,432.3747	\$2,493.1840	\$2,555.5136	
21	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	21
	\$26.2179	\$26.8733	\$27.5451	\$28.2338	\$28.9396	\$29.6631	\$30.4047	\$31.1648	\$31.9439	\$32.7425	
	\$2,097.4290	\$2,149.8648	\$2,203.6114	\$2,258.7017	\$2,315.1692	\$2,373.0484	\$2,432.3747	\$2,493.1840	\$2,555.5136	\$2,619.4015	
22	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	22
	\$26.8733	\$27.5451	\$28.2338	\$28.9396	\$29.6631	\$30.4047	\$31.1648	\$31.9439	\$32.7425	\$33.5611	
	\$2,149.8648	\$2,203.6114	\$2,258.7017	\$2,315.1692	\$2,373.0484	\$2,432.3747	\$2,493.1840	\$2,555.5136	\$2,619.4015	\$2,684.8865	
23	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	23
	\$27.5451	\$28.2338	\$28.9396	\$29.6631	\$30.4047	\$31.1648	\$31.9439	\$32.7425	\$33.5611	\$34.4001	
	\$2,203.6114	\$2,258.7017	\$2,315.1692	\$2,373.0484	\$2,432.3747	\$2,493.1840	\$2,555.5136	\$2,619.4015	\$2,684.8865	\$2,752.0087	
24	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	24
	\$28.2338	\$28.9396	\$29.6631	\$30.4047	\$31.1648	\$31.9439	\$32.7425	\$33.5611	\$34.4001	\$35.2601	
	\$2,258.7017	\$2,315.1692	\$2,373.0484	\$2,432.3747	\$2,493.1840	\$2,555.5136	\$2,619.4015	\$2,684.8865	\$2,752.0087	\$2,820.8089	

City of Montebello FY 2022-23 Salary Matrix

Salary Range												Salary Range
Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
25	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175		25
	\$28,9396	\$29,6631	\$30,4047	\$31,1648	\$31,9439	\$32,7425	\$33,5611	\$34,4001	\$35,2601	\$36,1416		
	\$2,315.1692	\$2,373.0484	\$2,432.3747	\$2,493.1840	\$2,555.5136	\$2,619.4015	\$2,684.8865	\$2,752.0087	\$2,820.8089	\$2,891.3291		
26	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054		26
	\$29,6631	\$30,4047	\$31,1648	\$31,9439	\$32,7425	\$33,5611	\$34,4001	\$35,2601	\$36,1416	\$37,0452		
	\$2,373.0484	\$2,432.3747	\$2,493.1840	\$2,555.5136	\$2,619.4015	\$2,684.8865	\$2,752.0087	\$2,820.8089	\$2,891.3291	\$2,963.6123		
27	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980		27
	\$30,4047	\$31,1648	\$31,9439	\$32,7425	\$33,5611	\$34,4001	\$35,2601	\$36,1416	\$37,0452	\$37,9713		
	\$2,432.3747	\$2,493.1840	\$2,555.5136	\$2,619.4015	\$2,684.8865	\$2,752.0087	\$2,820.8089	\$2,891.3291	\$2,963.6123	\$3,037.7026		
28	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955		28
	\$31,1648	\$31,9439	\$32,7425	\$33,5611	\$34,4001	\$35,2601	\$36,1416	\$37,0452	\$37,9713	\$38,9206		
	\$2,493.1840	\$2,555.5136	\$2,619.4015	\$2,684.8865	\$2,752.0087	\$2,820.8089	\$2,891.3291	\$2,963.6123	\$3,037.7026	\$3,113.6452		
29	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979		29
	\$31,9439	\$32,7425	\$33,5611	\$34,4001	\$35,2601	\$36,1416	\$37,0452	\$37,9713	\$38,9206	\$39,8936		
	\$2,555.5136	\$2,619.4015	\$2,684.8865	\$2,752.0087	\$2,820.8089	\$2,891.3291	\$2,963.6123	\$3,037.7026	\$3,113.6452	\$3,191.4863		
30	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053		30
	\$32,7425	\$33,5611	\$34,4001	\$35,2601	\$36,1416	\$37,0452	\$37,9713	\$38,9206	\$39,8936	\$40,8909		
	\$2,619.4015	\$2,684.8865	\$2,752.0087	\$2,820.8089	\$2,891.3291	\$2,963.6123	\$3,037.7026	\$3,113.6452	\$3,191.4863	\$3,271.2735		
31	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179		31
	\$33,5611	\$34,4001	\$35,2601	\$36,1416	\$37,0452	\$37,9713	\$38,9206	\$39,8936	\$40,8909	\$41,9132		
	\$2,684.8865	\$2,752.0087	\$2,820.8089	\$2,891.3291	\$2,963.6123	\$3,037.7026	\$3,113.6452	\$3,191.4863	\$3,271.2735	\$3,353.0553		
32	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359		32
	\$34,4001	\$35,2601	\$36,1416	\$37,0452	\$37,9713	\$38,9206	\$39,8936	\$40,8909	\$41,9132	\$42,9610		
	\$2,752.0087	\$2,820.8089	\$2,891.3291	\$2,963.6123	\$3,037.7026	\$3,113.6452	\$3,191.4863	\$3,271.2735	\$3,353.0553	\$3,436.8817		
33	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593		33
	\$35,2601	\$36,1416	\$37,0452	\$37,9713	\$38,9206	\$39,8936	\$40,8909	\$41,9132	\$42,9610	\$44,0350		
	\$2,820.8089	\$2,891.3291	\$2,963.6123	\$3,037.7026	\$3,113.6452	\$3,191.4863	\$3,271.2735	\$3,353.0553	\$3,436.8817	\$3,522.8038		
34	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883		34
	\$36,1416	\$37,0452	\$37,9713	\$38,9206	\$39,8936	\$40,8909	\$41,9132	\$42,9610	\$44,0350	\$45,1359		
	\$2,891.3291	\$2,963.6123	\$3,037.7026	\$3,113.6452	\$3,191.4863	\$3,271.2735	\$3,353.0553	\$3,436.8817	\$3,522.8038	\$3,610.8738		
35	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230		35
	\$37,0452	\$37,9713	\$38,9206	\$39,8936	\$40,8909	\$41,9132	\$42,9610	\$44,0350	\$45,1359	\$46,2643		
	\$2,963.6123	\$3,037.7026	\$3,113.6452	\$3,191.4863	\$3,271.2735	\$3,353.0553	\$3,436.8817	\$3,522.8038	\$3,610.8738	\$3,701.1457		
36	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636		36
	\$37,9713	\$38,9206	\$39,8936	\$40,8909	\$41,9132	\$42,9610	\$44,0350	\$45,1359	\$46,2643	\$47,4209		
	\$3,037.7026	\$3,113.6452	\$3,191.4863	\$3,271.2735	\$3,353.0553	\$3,436.8817	\$3,522.8038	\$3,610.8738	\$3,701.1457	\$3,793.6743		
37	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101		37
	\$38,9206	\$39,8936	\$40,8909	\$41,9132	\$42,9610	\$44,0350	\$45,1359	\$46,2643	\$47,4209	\$48,6065		
	\$3,113.6452	\$3,191.4863	\$3,271.2735	\$3,353.0553	\$3,436.8817	\$3,522.8038	\$3,610.8738	\$3,701.1457	\$3,793.6743	\$3,888.5162		
38	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629		38
	\$39,8936	\$40,8909	\$41,9132	\$42,9610	\$44,0350	\$45,1359	\$46,2643	\$47,4209	\$48,6065	\$49,8216		
	\$3,191.4863	\$3,271.2735	\$3,353.0553	\$3,436.8817	\$3,522.8038	\$3,610.8738	\$3,701.1457	\$3,793.6743	\$3,888.5162	\$3,985.7291		
39	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220		39
	\$40,8909	\$41,9132	\$42,9610	\$44,0350	\$45,1359	\$46,2643	\$47,4209	\$48,6065	\$49,8216	\$51,0672		
	\$3,271.2735	\$3,353.0553	\$3,436.8817	\$3,522.8038	\$3,610.8738	\$3,701.1457	\$3,793.6743	\$3,888.5162	\$3,985.7291	\$4,085.3723		
40	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875		40
	\$41,9132	\$42,9610	\$44,0350	\$45,1359	\$46,2643	\$47,4209	\$48,6065	\$49,8216	\$51,0672	\$52,3438		
	\$3,353.0553	\$3,436.8817	\$3,522.8038	\$3,610.8738	\$3,701.1457	\$3,793.6743	\$3,888.5162	\$3,985.7291	\$4,085.3723	\$4,187.5066		
41	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597		41
	\$42,9610	\$44,0350	\$45,1359	\$46,2643	\$47,4209	\$48,6065	\$49,8216	\$51,0672	\$52,3438	\$53,6524		
	\$3,436.8817	\$3,522.8038	\$3,610.8738	\$3,701.1457	\$3,793.6743	\$3,888.5162	\$3,985.7291	\$4,085.3723	\$4,187.5066	\$4,292.1943		
42	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387		42
	\$44,0350	\$45,1359	\$46,2643	\$47,4209	\$48,6065	\$49,8216	\$51,0672	\$52,3438	\$53,6524	\$54,9937		
	\$3,522.8038	\$3,610.8738	\$3,701.1457	\$3,793.6743	\$3,888.5162	\$3,985.7291	\$4,085.3723	\$4,187.5066	\$4,292.1943	\$4,399.4992		
43	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247		43
	\$45,1359	\$46,2643	\$47,4209	\$48,6065	\$49,8216	\$51,0672	\$52,3438	\$53,6524	\$54,9937	\$56,3686		
	\$3,610.8738	\$3,701.1457	\$3,793.6743	\$3,888.5162	\$3,985.7291	\$4,085.3723	\$4,187.5066	\$4,292.1943	\$4,399.4992	\$4,509.4866		
44	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178		44
	\$46,2643	\$47,4209	\$48,6065	\$49,8216	\$51,0672	\$52,3438	\$53,6524	\$54,9937	\$56,3686	\$57,7778		
	\$3,701.1457	\$3,793.6743	\$3,888.5162	\$3,985.7291	\$4,085.3723	\$4,187.5066	\$4,292.1943	\$4,399.4992	\$4,509.4866	\$4,622.2238		
45	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182		45
	\$47,4209	\$48,6065	\$49,8216	\$51,0672	\$52,3438	\$53,6524	\$54,9937	\$56,3686	\$57,7778	\$59,2222		
	\$3,793.6743	\$3,888.5162	\$3,985.7291	\$4,085.3723	\$4,187.5066	\$4,292.1943	\$4,399.4992	\$4,509.4866	\$4,622.2238	\$4,737.7794		
46	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262		46
	\$48,6065	\$49,8216	\$51,0672	\$52,3438	\$53,6524	\$54,9937	\$56,3686	\$57,7778	\$59,2222	\$60,7028		
	\$3,888.5162	\$3,985.7291	\$4,085.3723	\$4,187.5066	\$4,292.1943	\$4,399.4992	\$4,509.4866	\$4,622.2238	\$4,737.7794	\$4,856.2239		
47	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418		47
	\$49,8216	\$51,0672	\$52,3438	\$53,6524	\$54,9937	\$56,3686	\$57,7778	\$59,2222	\$60,7028	\$62,2204		
	\$3,985.7291	\$4,085.3723	\$4,187.5066	\$4,292.1943	\$4,399.4992	\$4,509.4866	\$4,622.2238	\$4,737.7794	\$4,856.2239	\$4,977.6295		
48	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654		48
	\$51,0672	\$52,3438	\$53,6524	\$54,9937	\$56,3686	\$57,7778	\$59,2222	\$60,7028	\$62,2204	\$63,7759		
	\$4,085.3723	\$4,187.5066	\$4,292.1943	\$4,399.4992	\$4,509.4866	\$4,622.2238	\$4,737.7794	\$4,856.2239	\$4,977.6295	\$5,102.0702		
49	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970		49
	\$52,3438	\$53,6524	\$54,9937	\$56,3686	\$57,7778	\$59,2222	\$60,7028	\$62,2204	\$63,7759	\$65,3703		
	\$4,187.5066	\$4,292.1943	\$4,399.4992	\$4,509.4866	\$4,622.2238	\$4,737.7794	\$4,856.2239	\$4,977.6295	\$5,102.0702	\$5,229.6220		
50	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369		50
	\$53,6524	\$54,9937	\$56,3686	\$57,7778	\$59,2222	\$60,7028	\$62,2204	\$63,7759	\$65,3703	\$67,0045		
	\$4,292.1943	\$4,399.4992	\$4,509.4866	\$4,622.2238	\$4,737.7794	\$4,856.2239	\$4,977.6295	\$5,102.0702	\$5,229.6220	\$5,360.3625		
51	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854		51
	\$54,9937	\$56,3686	\$57,7778	\$59,2222	\$60,7028	\$62,2204	\$63,7759	\$65,3703	\$67,0045	\$68,6796		
	\$4,399.4992	\$4,509.4866	\$4,622.2238	\$4,737.7794	\$4,856.2239	\$4,977.6295	\$5,102.0702	\$5,229.6220	\$5,360.3625	\$5,494.3716		

City of Montebello FY 2022-23 Salary Matrix

Salary Range												Salary Range
Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
52	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425		52
	\$56,3686	\$57,7778	\$59,2222	\$60,7028	\$62,2204	\$63,7759	\$65,3703	\$67,0045	\$68,6796	\$70,3966		
	\$4,509.4966	\$4,622.2238	\$4,737.7794	\$4,856.2239	\$4,977.6295	\$5,102.0702	\$5,229.6220	\$5,360.3625	\$5,494.3716	\$5,631.7309		
53	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086		53
	\$57,7778	\$59,2222	\$60,7028	\$62,2204	\$63,7759	\$65,3703	\$67,0045	\$68,6796	\$70,3966	\$72,1566		
	\$4,622.2238	\$4,737.7794	\$4,856.2239	\$4,977.6295	\$5,102.0702	\$5,229.6220	\$5,360.3625	\$5,494.3716	\$5,631.7309	\$5,772.5242		
54	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838		54
	\$59,2222	\$60,7028	\$62,2204	\$63,7759	\$65,3703	\$67,0045	\$68,6796	\$70,3966	\$72,1566	\$73,9605		
	\$4,737.7794	\$4,856.2239	\$4,977.6295	\$5,102.0702	\$5,229.6220	\$5,360.3625	\$5,494.3716	\$5,631.7309	\$5,772.5242	\$5,916.8373		
55	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684		55
	\$60,7028	\$62,2204	\$63,7759	\$65,3703	\$67,0045	\$68,6796	\$70,3966	\$72,1566	\$73,9605	\$75,8095		
	\$4,856.2239	\$4,977.6295	\$5,102.0702	\$5,229.6220	\$5,360.3625	\$5,494.3716	\$5,631.7309	\$5,772.5242	\$5,916.8373	\$6,064.7582		
56	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626		56
	\$62,2204	\$63,7759	\$65,3703	\$67,0045	\$68,6796	\$70,3966	\$72,1566	\$73,9605	\$75,8095	\$77,7047		
	\$4,977.6295	\$5,102.0702	\$5,229.6220	\$5,360.3625	\$5,494.3716	\$5,631.7309	\$5,772.5242	\$5,916.8373	\$6,064.7582	\$6,216.3771		
57	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666		57
	\$63,7759	\$65,3703	\$67,0045	\$68,6796	\$70,3966	\$72,1566	\$73,9605	\$75,8095	\$77,7047	\$79,6473		
	\$5,102.0702	\$5,229.6220	\$5,360.3625	\$5,494.3716	\$5,631.7309	\$5,772.5242	\$5,916.8373	\$6,064.7582	\$6,216.3771	\$6,371.7866		
58	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808		58
	\$65,3703	\$67,0045	\$68,6796	\$70,3966	\$72,1566	\$73,9605	\$75,8095	\$77,7047	\$79,6473	\$81,6385		
	\$5,229.6220	\$5,360.3625	\$5,494.3716	\$5,631.7309	\$5,772.5242	\$5,916.8373	\$6,064.7582	\$6,216.3771	\$6,371.7866	\$6,531.0812		
59	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053		59
	\$67,0045	\$68,6796	\$70,3966	\$72,1566	\$73,9605	\$75,8095	\$77,7047	\$79,6473	\$81,6385	\$83,6795		
	\$5,360.3625	\$5,494.3716	\$5,631.7309	\$5,772.5242	\$5,916.8373	\$6,064.7582	\$6,216.3771	\$6,371.7866	\$6,531.0812	\$6,694.3583		
60	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405		60
	\$68,6796	\$70,3966	\$72,1566	\$73,9605	\$75,8095	\$77,7047	\$79,6473	\$81,6385	\$83,6795	\$85,7715		
	\$5,494.3716	\$5,631.7309	\$5,772.5242	\$5,916.8373	\$6,064.7582	\$6,216.3771	\$6,371.7866	\$6,531.0812	\$6,694.3583	\$6,861.7172		
61	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865		61
	\$70,3966	\$72,1566	\$73,9605	\$75,8095	\$77,7047	\$79,6473	\$81,6385	\$83,6795	\$85,7715	\$87,9158		
	\$5,631.7309	\$5,772.5242	\$5,916.8373	\$6,064.7582	\$6,216.3771	\$6,371.7866	\$6,531.0812	\$6,694.3583	\$6,861.7172	\$7,033.2602		
62	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436		62
	\$72,1566	\$73,9605	\$75,8095	\$77,7047	\$79,6473	\$81,6385	\$83,6795	\$85,7715	\$87,9158	\$90,1136		
	\$5,772.5242	\$5,916.8373	\$6,064.7582	\$6,216.3771	\$6,371.7866	\$6,531.0812	\$6,694.3583	\$6,861.7172	\$7,033.2602	\$7,209.0917		
63	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122		63
	\$73,9605	\$75,8095	\$77,7047	\$79,6473	\$81,6385	\$83,6795	\$85,7715	\$87,9158	\$90,1136	\$92,3665		
	\$5,916.8373	\$6,064.7582	\$6,216.3771	\$6,371.7866	\$6,531.0812	\$6,694.3583	\$6,861.7172	\$7,033.2602	\$7,209.0917	\$7,389.3189		
64	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925		64
	\$75,8095	\$77,7047	\$79,6473	\$81,6385	\$83,6795	\$85,7715	\$87,9158	\$90,1136	\$92,3665	\$94,6756		
	\$6,064.7582	\$6,216.3771	\$6,371.7866	\$6,531.0812	\$6,694.3583	\$6,861.7172	\$7,033.2602	\$7,209.0917	\$7,389.3189	\$7,574.0519		
65	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848		65
	\$77,7047	\$79,6473	\$81,6385	\$83,6795	\$85,7715	\$87,9158	\$90,1136	\$92,3665	\$94,6756	\$97,0425		
	\$6,216.3771	\$6,371.7866	\$6,531.0812	\$6,694.3583	\$6,861.7172	\$7,033.2602	\$7,209.0917	\$7,389.3189	\$7,574.0519	\$7,763.4032		
66	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895		66
	\$79,6473	\$81,6385	\$83,6795	\$85,7715	\$87,9158	\$90,1136	\$92,3665	\$94,6756	\$97,0425	\$99,4686		
	\$6,371.7866	\$6,531.0812	\$6,694.3583	\$6,861.7172	\$7,033.2602	\$7,209.0917	\$7,389.3189	\$7,574.0519	\$7,763.4032	\$7,957.4883		
67	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067		67
	\$81,6385	\$83,6795	\$85,7715	\$87,9158	\$90,1136	\$92,3665	\$94,6756	\$97,0425	\$99,4686	\$101,9553		
	\$6,531.0812	\$6,694.3583	\$6,861.7172	\$7,033.2602	\$7,209.0917	\$7,389.3189	\$7,574.0519	\$7,763.4032	\$7,957.4883	\$8,156.4255		
68	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369		68
	\$83,6795	\$85,7715	\$87,9158	\$90,1136	\$92,3665	\$94,6756	\$97,0425	\$99,4686	\$101,9553	\$104,5042		
	\$6,694.3583	\$6,861.7172	\$7,033.2602	\$7,209.0917	\$7,389.3189	\$7,574.0519	\$7,763.4032	\$7,957.4883	\$8,156.4255	\$8,360.3361		
69	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803		69
	\$85,7715	\$87,9158	\$90,1136	\$92,3665	\$94,6756	\$97,0425	\$99,4686	\$101,9553	\$104,5042	\$107,1168		
	\$6,861.7172	\$7,033.2602	\$7,209.0917	\$7,389.3189	\$7,574.0519	\$7,763.4032	\$7,957.4883	\$8,156.4255	\$8,360.3361	\$8,569.3445		
70	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373		70
	\$87,9158	\$90,1136	\$92,3665	\$94,6756	\$97,0425	\$99,4686	\$101,9553	\$104,5042	\$107,1168	\$109,7947		
	\$7,033.2602	\$7,209.0917	\$7,389.3189	\$7,574.0519	\$7,763.4032	\$7,957.4883	\$8,156.4255	\$8,360.3361	\$8,569.3445	\$8,783.5782		
71	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082		71
	\$90,1136	\$92,3665	\$94,6756	\$97,0425	\$99,4686	\$101,9553	\$104,5042	\$107,1168	\$109,7947	\$112,5396		
	\$7,209.0917	\$7,389.3189	\$7,574.0519	\$7,763.4032	\$7,957.4883	\$8,156.4255	\$8,360.3361	\$8,569.3445	\$8,783.5782	\$9,003.1676		
72	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934		72
	\$92,3665	\$94,6756	\$97,0425	\$99,4686	\$101,9553	\$104,5042	\$107,1168	\$109,7947	\$112,5396	\$115,3531		
	\$7,389.3189	\$7,574.0519	\$7,763.4032	\$7,957.4883	\$8,156.4255	\$8,360.3361	\$8,569.3445	\$8,783.5782	\$9,003.1676	\$9,228.2468		
73	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933		73
	\$94,6756	\$97,0425	\$99,4686	\$101,9553	\$104,5042	\$107,1168	\$109,7947	\$112,5396	\$115,3531	\$118,2369		
	\$7,574.0519	\$7,763.4032	\$7,957.4883	\$8,156.4255	\$8,360.3361	\$8,569.3445	\$8,783.5782	\$9,003.1676	\$9,228.2468	\$9,458.9530		
74	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081		74
	\$97,0425	\$99,4686	\$101,9553	\$104,5042	\$107,1168	\$109,7947	\$112,5396	\$115,3531	\$118,2369	\$121,1928		
	\$7,763.4032	\$7,957.4883	\$8,156.4255	\$8,360.3361	\$8,569.3445	\$8,783.5782	\$9,003.1676	\$9,228.2468	\$9,458.9530	\$9,695.4268		
75	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383		75
	\$99,4686	\$101,9553	\$104,5042	\$107,1168	\$109,7947	\$112,5396	\$115,3531	\$118,2369	\$121,1928	\$124,2227		
	\$7,957.4883	\$8,156.4255	\$8,360.3361	\$8,569.3445	\$8,783.5782	\$9,003.1676	\$9,228.2468	\$9,458.9530	\$9,695.4268	\$9,937.8125		
76	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	\$264,843		76
	\$101,9553	\$104,5042	\$107,1168	\$109,7947	\$112,5396	\$115,3531	\$118,2369	\$121,1928	\$124,2227	\$127,3282		
	\$8,156.4255	\$8,360.3361	\$8,569.3445	\$8,783.5782	\$9,003.1676	\$9,228.2468	\$9,458.9530	\$9,695.4268	\$9,937.8125	\$10,186.2578		
77	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	\$264,843	\$271,464		77
	\$104,5042	\$107,1168	\$109,7947	\$112,5396	\$115,3531	\$118,2369	\$121,1928	\$124,2227	\$127,3282	\$130,5114		
	\$8,360.3361	\$8,569.3445	\$8,783.5782	\$9,003.168	\$9,228.247	\$9,458.953	\$9,695.427	\$9,937.812	\$10,186.258	\$10,440.9142		
78	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	\$264,843	\$271,464	\$278,250		78
	\$107,1168	\$109,7947	\$112,5396	\$115,3531	\$118,2369	\$121,1928	\$124,2227	\$127,3282	\$130,5114	\$133,7742		
	\$											

CITY OF MONTEBELLO

Swim Instructor Lifeguard (Hourly)

Job Summary

Under General Supervision, monitors activities in City pool facilities to assure public safety and compliance with rules and regulations; organizes and teaches all levels of swimming and water safety courses in accordance with Red Cross standards; maintains equipment and facilities in a clean and safe condition.

Example of Essential Duties

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities.*

Duties may include but are not limited to the following:

- Monitors aquatic facilities and guests; prevents accidents by assuring compliance to rules, regulations, policies, and procedures; performs rescue of patrons in danger of drowning, resuscitates patrons as necessary, call for Emergency Medical Services (EMS) when needed, and administers first aid; and maintains equipment and facilities in a clean and safe condition.
- Teach all levels of instructional aquatic programs, based upon Red Cross standards, to different age groups, persons with disabilities, and individual with varying aquatic abilities; maintains class roster; and develops lesson plans.
- Participates in routine maintenance of pools, aquatics equipment, and aquatic facilities; cleans and maintains pool area, locker rooms, restrooms, staff office and all other aquatic facility areas; performs regular water tests and monitors pool chemical balance; maintains inventory of aquatics equipment and supplies; maintains locker rooms, restrooms, staff lobby, and offices in a clean and safe manner.
- Maintains accurate records and prepares various reports including accident/incident reports.
- Provides exceptional customer service and information to patrons; reports and resolves complaints, special requests, safety conditions, and security concerns appropriately; works cooperatively with other City employees and the public; exhibits integrity and displays ethical behavior.
- Performs other duties as assigned.

The incumbent may work a schedule of hours which may include nights, early mornings, weekends, and holidays.

This position is limited to 988 hours per Fiscal Year.

Typical Qualifications

A combination of education, training, and work experience to demonstrate possession of the knowledge, skills, and abilities to successfully perform in the position is qualifying. A typical combination is as follows:

Education: Attending training and/or educational programs that resulted in issuance of current certifications required.

Experience: One (1) year of experience as a pool or beach lifeguard.

Knowledge Of: Basic customer service. Beginning through advanced swim strokes, diving, and other swimming specialties; swimming and lifesaving techniques, principles and practices of first aid; policies, rules, and regulations governing the conduct and safety of persons using the pool.

Ability To: Teach swimming and lifesaving methods; communicate clearly and concisely both orally and in writing; maintain accurate records; explain and enforce safety rules, practices, and procedures; perform maintenance and cleaning services of pool, aquatic equipment, and aquatic facilities.

Current Licenses and Certifications:

- American Red Cross Water Safety Instructor
- American Red Cross Advanced Lifesaving
- American Red Cross CPR for the Professional Rescuer
- American Red Cross Standard or Multi-Media First Aid
- American Red Cross Lifeguard Training (desirable but not required)
- A valid California Class C Driver's License (desirable but not required)

Supplemental Information:

Physical Tasks and Environmental Conditions: The majority of work is performed in outdoor swimming pools. An incumbent sits, stands, walks, and runs on slippery and uneven surfaces, kneels, crouches, twists, climbs ladders at an incline, swims, reaches, bends, crawls, and pushes, pulls, drags, grasps and lifts pool/community center equipment weighing up to 50 lbs.

An incumbent will have exposure to pool chemicals, water, cleaning solvents, disinfectants, electrical, and mechanical hazards. An incumbent must be able to meet the physical requirements of the class and have mobility, vision, hearing, and dexterity levels appropriate to the duties to be performed.

SPORTS OFFICIAL (Hourly)

DEFINITION

Under general supervision, Sports Officials use a full range of technical skills to officiate and manage a wide variety of sports and athletic events for Adult and Youth Sports leagues and tournaments for the Recreation and Community Services Department; enforce game and facility rules; and provides support to the Department.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Possess technical and detailed knowledge of game rules and officiating mechanics and techniques.
- Understand, interpret and enforce all game rules and program policies pertaining to game play.
- Maintain a safe and secure environment for all participants and spectators.
- Prevent, mediate, and resolve protests and conflicts that may arise during sporting events.
- Ensure proper completion of scoring documents and provide written reports on all incidents, protests, ejections, etc.
- Possess strong assessment, communication, and diplomacy skills.
- Ensure sportsmanship of all participants and spectators.
- Attend and participate in staff meetings and trainings.
- Performs related duties as assigned.

QUALIFICATIONS

Education and Experience:

The candidate must be at least 18 years of age and possess a high school diploma or GED.

One or more years of experience officiating sports and/or related work/volunteer service in sports is preferred.

SCMAF Officials Certification desired.

Requirements:

- Valid Class "C" California driver's license.
- CPR, AED, and First Aid Certifications are required within 60 days of hire.

- Department administered certification test and on-court/field practical.
- Travel to locations throughout the city may be required.
- Required to work evenings and weekends as assigned.

Knowledge of:

- Standard and currently accepted rules of play for the assigned sport.
- Officiating techniques and dispute resolution.
- Score keeping methods.
- Basic arithmetic principles and practices.

Ability to:

- Officiate games and events in a fair and equitable manner.
- Apply standards and accepted rules of play to particular sports.
- Resolve disputes and maintain control of games.
- Prepare written records of game scores and report game wins and losses.
- Follow and promote safe work practices.
- Communicate effectively with players, spectators, and staff.
- Work in diverse environments.
- Move about the field/court and stand for long periods of time.

PHYSICAL DEMANDS

Position may also require sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, and making repetitive hand movement in the performance of daily duties. The position may also require both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry, and push tools, equipment, and supplies weighing 50 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot, and cold. The incumbent may use cleaning and lubricating chemicals, which may expose the employee to fumes or airborne particles, and the incumbents may be exposed to mechanical and electrical hazards. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, and often work with constant interruptions. The incumbent may be required to respond to after-hours emergency call-outs and perform routine standby duties.

ENVIRONMENTAL ELEMENTS

This indoor/outdoor position works in all weather conditions, including wet, hot, and cold. The employee may use cleaning and lubricating chemicals, which may expose the employee to fumes or airborne particles, and the employee may be exposed to mechanical and electrical hazards. The nature of the work also requires the employee to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, and often work with constant interruptions. The employee may be required to respond to after-hours emergency call-outs and perform routine standby duties.

RESOLUTION NO. 23-52

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, ESTABLISHING AN
APPROPRIATIONS LIMIT IN ACCORDANCE WITH CALIFORNIA
GOVERNMENT CODE, SECTION 7910**

RECITALS

WHEREAS, Article XIII-B of the California State Constitution, informally known as the “Gann Appropriations Limit,” provides limits regarding the total amount of appropriations in any fiscal year from “The Proceeds of Taxes;” and,

WHEREAS, The Article further provides that appropriations from designated reserve funds are not appropriations from the proceeds of taxes; and,

WHEREAS, Section 7910 of the Government Code, added in 1980 by the State Legislature, provides that “each year the governing body of each local jurisdiction shall by resolution establish its appropriations limit for the following year.”

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF
MONTEBELLO DOES RESOLVE AS FOLLOWS:**

SECTION 1. The Fiscal Year 2022-23 appropriations limit was \$59,139,973.

SECTION 2. The Fiscal Year 2023-24 appropriations limit is \$61,605,197 calculated as shown on the worksheet attached hereto and known as Exhibit C1.

SECTION 3. The Fiscal Year 2023-24 appropriations subject to the above limit are \$42,204,926 and is within the limit calculated as shown on Exhibit C2.

SECTION 4. That the City Clerk shall certify to the adoption of this resolution and the same shall be in full force and effect.

APPROVED AND ADOPTED this 14th day of June 2023.

David Torres, Mayor

RESOLUTION NO. 23-xx

Page 2 of 2

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk
Attorney

Arnold M. Alvarez-Glasman, City

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. 23-52 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 June 2023 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

**City of Montebello
Gann Liimit Calculation
EXHIBIT C1**

	<u>AMOUNT</u>
A. LAST YEAR'S LIMIT	<u>59,139,973</u>
B. ADJUSTMENT FACTOR	
1. Population %	99.74
2. Inflation %	104.44
Total Adjustment %	104.17
C. ANNUAL ADJUSTMENT \$	2,465,224
D. OTHER ADJUSTMENTS:	
Lost Responsibility (-)	
Transfer to Private (-)	
Transfer to Fees (-)	
Assumed Responsibility (+)	
Sub-total	-
E. TOTAL ADJUSTMENTS	<u>2,465,224</u>
F. THIS YEAR'S LIMIT	<u><u>61,605,197</u></u>

City of Montebello
Gann Liimit Calculation
Appropriations Subject to Limitation, EXHIBIT C2

	<u>AMOUNT</u>
A. PROCEEDS OF TAXES	42,204,926
B. EXCLUSIONS	0
C. APPROPRIATIONS SUBJECT TO LIMITATION	<u>42,204,926</u>
D. CURRENT YEAR LIMIT	61,605,197
E. OVER/(UNDER) LIMIT	<u>(19,400,271)</u>



**City of Montebello
Capital Improvement Program (CIP)
Funding Source Summary
FY 2023-24 Budget**

Fund Description	Fund Number	New Appropriations	Carryover Appropriations*	Total Funding:
Gas Tax	200	2,205,000	755,886	2,960,886
Proposition A	210	3,050,000	5,019,474	8,069,474
Proposition C	215	2,424,011	1,271,928	3,695,939
Measure M	222	2,599,300	200,000	2,799,300
Measure R	220	2,021,900	85,000	2,106,900
Measure W	229	758,106	-	758,106
SB1/RMRA	201	1,100,000	-	1,100,000
TDA-3	223	100,000	-	100,000
HSIPL	Grant (265)	-	843,449	843,449
SSARP	Grant (265)	-	-	-
Prop C - Paving the Way	215	-	11,174,596	11,174,596
Meas M - Paving the Way	222	-	2,098,279	2,098,279
Meas R - Paving the Way	220	-	1,656,429	1,656,429
		14,258,317	23,105,041	37,363,358

**These amounts are estimates; actual amounts will not be known until after June 30, 2023. Subsequent City Council action will follow to re-appropriate carryover funds for applicable CIP projects.*



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Appropriations Overview
FY 2023-24 Budget

Fund/Funding Source	Project Description	Project #	Amount	Carryover?*
Gas Tax (Fund 200)				
	Via San Clemente Entry Road	CP 918	1,400,000	
	Bluff Road Slope Stabalization	CP 901	300,000	C
	Various Intersection Improvements	CP 851	294,486	C
	TSSP - Olympic Blvd	CP 910	161,400	C
	Yunex Contract (Signal Maint)		280,000	
	Signs, Hardeare, Asphalt		275,000	
	Street Striping		250,000	
			2,960,886	
Proposition A (Fund 210)				
	Garfield / Via Campo Bus Turnout	CP 890	1,019,474	C
	Garfield / Via Campo Bus Turnout	CP 890	700,000	
	Metrol Local Return Admin Expenses		350,000	
	Capital Reserve - Green Line Station		4,000,000	C
	Capital Reserve - Green Line Station		2,000,000	
			8,069,474	
Proposition C (Fund 215)				
	Self-Evaluation Report - ADA Transiion Plan		87,655	C
	Plaza Drive Reconstrucion	CP 917	784,211	
	Various Intersection Improvements	CP 851	609,273	C
	TSSP - Beverly Blvd	CP 912	575,000	C
	TSSP - Beverly Blvd	CP 912	575,000	
	Paving the Way Debt Service		704,800	
	SGV COG		30,000	
	Gateway COG		30,000	
	Metro Local Return Admin Expense		300,000	
	Paving the Way Bond Proceeds		11,174,596	C
			14,870,535	
Measure M (Fund 222)				
	Via San Clemente Entry Road	CP 918	175,000	
	Annual Street Resurfacing - Grind / Overlay	CP 913	977,000	
	Annual Street Resurfacing - Reconstruction	CP 914	600,000	
	Annual Street Resurfacing - Slurry Seal	CP 915	150,000	
	Traffic Signal Maintenance	CP 902	200,000	C
	Paving the Way Debt Service		597,300	
	Metro Local Return Admin Expense		100,000	
	Paving the Way Bond Proceeds		2,098,279	C
			4,897,579	



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Appropriations Overview
FY 2023-24 Budget

Fund/Funding Source	Project Description	Project #	Amount	Carryover?*
Measure R (Fund 220)				
	Via San Clemente Entry Road	CP 918	175,000	
	Various Intersection Improvements	CP 851	85,000	C
	Annual Street Resurfacing - Reconstruction	CP 914	582,000	
	Annual Street Resurfacing - Slurry Seal	CP 915	143,000	
	Annual Street Resurfacing - HYRAP	CP 916	144,000	
	Traffic Signal Maintenance	CP 902	200,000	
	Paving the Way Debt Service		527,900	
	Metro Local Return Admin Expenses		250,000	
	Paving the Way Bond Proceeds		1,656,429	C
			3,763,329	
Meausre W (Fund 229)				
	East LA Sustainable Storm Water Project		758,106	
			758,106	
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)				
	Olympic Blvd Street Feasability	CP 905	300,000	
	Annual Street Resurfacing - HYRAP	CP 916	800,000	
			1,100,000	
TDA-3 (Fund 223)				
	Annual Street Resurfacing - Grind / Overlay	CP 913	100,000	
			100,000	
HSIP (Grant)				
	Various Intersection Improvements	CP 851	843,449	C
			843,449	
TOTAL FY 2022-23 CIP BUDGET (New and Carryover)			37,363,358	

"c" = Carryover amount from prior fiscal year.



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2023-24 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Gas Tax (Fund 200)			
Via San Clemente Entry Road	1,400,000	D/C	New entry road required for and new golf course Clubhouse and Topgolf. Provides vehicular access as well as a public corridor for utilities serving both facilities.
Bluff Road at Beach Street Slope Stabilization	300,000	ES	Preliminary engineering for the restoration of the slope erosion related to the Beach Street Storm Drain. The storm drain was replaced last year upstream of the intersection of Bluff Road and Beach Street, along Beach Street. A temporary outlet down the slope into the County's Spreading Grounds was constructed. A permanent storm drain outlet needs to be constructed following the restoration of the eroded slope. Coordination with LA County Public Works is required for a permit issuance.
Various Intersection Improvements	294,486	D/C	Local Match for HSIP Cycle 7 Grant.
TSSP - Olympic Blvd	161,400	M	Los Angeles County as the lead agency in coordination with the City of Commerce and the City of Montebello to modify and synchronize the traffic signals along Olympic Boulevard between Indiana Street and Montebello Boulevard. The project includes minor concrete work such as the reconstruction of pedestrian curb ramps, installation of traffic signal-related equipment, cabinets, pull boxes, pedestrian push buttons, red curb markings, and striping. The City Council approved the City's local match in the total amount of \$161,400 on 4/10/23. (carryover funding previously approved)
Yunex Contract (Signal Maint)	280,000	M	Annual Traffic signal maintenance and repair services (Yunex Contract)
Signs, Hardware, Asphalt	275,000	M	As-needed replacement of road signs citywide, patching/repairing roads and other required preventative maintenance work
Street Striping	250,000	M	Re-striping streets at various locations citywide to restore existing striping and ensure safe lane demarcations and other on-road markings
	2,960,886		
Proposition A (Fund 210)			
Garfield / Via Campo Bus Turnout	1,019,474	D/C	Improvements along Via Campo and Garfield Avenue between State Route 60 and Via San Clemente, the improvements consist of widening Garfield Avenue for the creation of a dedicated bus turnout lane to eliminate the conflict between the buses stopping at the bus stop and vehicular traffic flow sharing the same driving lane (carryover funding previously approved)
Garfield / Via Campo Bus Turnout	700,000	D/C	Improvements along Via Campo and Garfield Avenue between State Route 60 and Via San Clemente, the improvements consist of widening Garfield Avenue for the creation of a dedicated bus turnout lane to eliminate the conflict between the buses stopping at the bus stop and vehicular traffic flow sharing the same driving lane (NEW funding for FY 2023-24)



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2023-24 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Metrol Local Return Admin Expenses	350,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Capital Reserve - Green Line Station	4,000,000	DS/O	"Reserve Fund" for future estimated expenditures for Green Line Station (NEW funding for FY 2023-24)
Capital Reserve - Green Line Station	2,000,000	DS/O	"Reserve Fund" for future estimated expenditures for Green Line Station (NEW funding for FY 2023-24)
	8,069,474		

Proposition C (Fund 215)

Self-Evaluation Report - ADA Transiion Plan	87,655	ES	The City of Montebello is required to conduct a self-evaluation and an ADA Transition Plan which identifies existing obstacles limiting accessibility and describes steps that are to be taken to ensure that facilities and elements within the public right of way are made accessible to all individuals. (carryover funding previously approved)
Plaza Drive Reconstrucion	784,211	D/C	Reconstruction of deteriorated asphalt pavement on Plaza Drive between Montebello Boulevard and San Gabriel Boulevard, including removal of existing asphalt pavement section and construction of new asphalt and road base with minor sidewalk repairs. Approved by the City Council on 2/8/23.
Various Intersection Improvements	609,273	D/C	Local Match for HSIP Cycle 7 Grant.
TSSP - Beverly Blvd	575,000	D/C	Los Angeles County as the lead agency in coordination with the City of Whittier and the City of Montebello to modify and synchronize the traffic signals along Beverly Boulevard. The project consists of traffic signal modifications and installation of related equipment, installation of push buttons, construction of sidewalk and pedestrian curb ramps, and striping. The project is grant funded. The City Council approved the the City's local match in the total amount of \$1,150,000 on 4/26/23. (carryover funding previously approved)
TSSP - Beverly Blvd	575,000	D/C	Los Angeles County as the lead agency in coordination with the City of Whittier and the City of Montebello to modify and synchronize the traffic signals along Beverly Boulevard. The project consists of traffic signal modifications and installation of related equipment, installation of push buttons, construction of sidewalk and pedestrian curb ramps, and striping. The project is grant funded. The City Council approved the the City's local match in the total amount of \$1,150,000 on 4/26/23. (NEW funding for FY 2023-24)
Paving the Way Debt Service	704,800	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
SGV COG	30,000	DS/O	Annual Council of Government dues payment



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2023-24 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Gateway COG	30,000	DS/O	Annual Council of Government dues payment
Metro Local Return Admin Expense	300,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	11,174,596	D/C	Available bond proceeds from 2019 Sales Tax Revenue Bonds available for arterial streets. Arterial streets included in the program include: 1) Montebello Blvd from Lincoln Ave to Whittier Blvd; 2) Beverly Blvd from Via Altamira to West City Limit; 3) Whittier Blvd from East City Limit to West City Limit; 4) Wilcox Ave from Beverly Blvd to Whittier Blvd; 5) Mines Ave from Greenwood Ave to Vail Ave; 6) Maple Ave from Washington Blvd to Date St; 7) Date St from Maple Ave to Greenwood Ave; 8) Union St from Greenwood Ave to Gage Rd; 9) Gage Rd.
	14,870,535		
Measure M (Fund 222)			
Via San Clemente Entry Road	175,000	D/C	New entry road required for and new golf course Clubhouse and Topgolf. Provides vehicular access as well as a public corridor for utilities serving both facilities.
Annual Street Resurfacing - Grind / Overlay	977,000	M	Conventional grind-and-overlay is the preferred resurfacing method for streets with pavement condition index that ranges from 50 to 69. The work consists of pavement grinding and other preparatory work followed by pavement resurfacing with conventional hot-mix asphalt. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Annual Street Resurfacing - Reconstruction	600,000	M	Street reconstruction of streets that are severely damaged with an existing pavement condition index that ranges from 0 to 29. The work consists of removing the existing roadway pavement structural section (including asphalt and base) and replace it with a new roadway structural section. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Annual Street Resurfacing - Slurry Seal	150,000	M	Slurry Seal is applied on streets with pavement condition index that ranges from 70 to 89 and the work consists of the application of asphalt emulsion slurry seal, a maintenance treatment that prolongs the life of the asphalt. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Traffic Signal Maintenance	200,000	M	Annual citywide as-needed signal maintenance (i.e. equipment replacement)
Paving the Way Debt Service	597,300	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
Metro Local Return Admin Expense	100,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	2,098,279	D/C	Available bond proceeds from 2019 Sales Tax Revenue Bonds available for arterial streets. Arterial streets included in the program include: 1) Montebello Blvd from Lincoln Ave to Whittier Blvd; 2) Beverly Blvd from Via Altamira to West City Limit; 3) Whittier Blvd from East City Limit to West City Limit; 4) Wilcox Ave from Beverly Blvd to Whittier Blvd; 5) Mines Ave from Greenwood Ave to Vail Ave; 6) Maple Ave from Washington Blvd to Date St; 7) Date St from Maple Ave to Greenwood Ave; 8) Union St from Greenwood Ave to Gage Rd; 9) Gage Rd.
	4,897,579		



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2023-24 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Measure R (Fund 220)			
Via San Clemente Entry Road	175,000	D/C	New entry road required for and new golf course Clubhouse and Topgolf. Provides vehicular access as well as a public corridor for utilities serving both facilities.
Various Intersection Improvements	85,000	D/C	Local Match for HSIP Cycle 7 Grant.
Annual Street Resurfacing - Reconstruction	582,000	M	Street reconstruction of streets that are severely damaged with an existing pavement condition index that ranges from 0 to 29. The work consists of removing the existing roadway pavement structural section (including asphalt and base) and replace it with a new roadway structural section. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Annual Street Resurfacing - Slurry Seal	143,000	M	Slurry Seal is applied on streets with pavement condition index that ranges from 70 to 89 and the work consists of the application of asphalt emulsion slurry seal, a maintenance treatment that prolongs the life of the asphalt. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Annual Street Resurfacing - HYRAP	144,000	M	HyRAP is applied on streets with pavement condition index that ranges from 50 to 69 and are not eligible for a conventional grind-and-overlay. The work consists of pavement micro-grinding and other preparatory work followed by pavement resurfacing with a two-layered system. The bottom pavement layer is an Asphalt-Ruber Aggregate Membrane (ARAM) and is top with the final layer of HYRAP asphalt pavement. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Traffic Signal Maintenance	200,000	M	Annual citywide as-needed signal maintenance
Paving the Way Debt Service	527,900	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
Metro Local Return Admin Expenses	250,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	1,656,429	DS/O	Available bond proceeds from 2019 Sales Tax Revenue Bonds available for arterial streets. Arterial streets included in the program include: 1) Montebello Blvd from Lincoln Ave to Whittier Blvd; 2) Beverly Blvd from Via Altamira to West City Limit; 3) Whittier Blvd from East City Limit to West City Limit; 4) Willcox Ave from Beverly Blvd to Whittier Blvd; 5) Mines Ave from Greenwood Ave to Vail Ave; 6) Maple Ave from Washington Blvd to Date St; 7) Date St from Maple Ave to Greenwood Ave; 8) Union St from Greenwood Ave to Gage Rd; 9) Gage Rd.
	3,763,329		



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2023-24 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Measures W (Fund 229)			
East LA Sustainable Storm Water Project	758,106	DS/O	Required annual contribution (5 year commitment) to LA County stormwater runoff project
	<u>758,106</u>		
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)			
Olympic Blvd Complete Street Feasibility Study	300,000	ES	Study to identify vehicular and pedestrian/bicycle safety improvements along the Olympic Blvd corridor.
Annual Street Resurfacing - HYRAP	800,000	M	HyRAP is applied on streets with pavement condition index that ranges from 50 to 69 and are not eligible for a conventional grind-and-overlay. The work consists of pavement micro-grinding and other preparatory work followed by pavement resurfacing with a two-layered system. The bottom pavement layer is an Asphalt-Rubber Aggregate Membrane (ARAM) and is top with the final layer of HYRAP asphalt pavement. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
	<u>1,100,000</u>		
TDA-3 (Fund 223)			
Annual Street Resurfacing - Grind / Overlay	100,000	M	Conventional grind-and-overlay is the preferred resurfacing method for streets with pavement condition index that ranges from 50 to 69. The work consists of pavement grinding and other preparatory work followed by pavement resurfacing with conventional hot-mix asphalt. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
	<u>100,000</u>		
HSIP (Grant)			
Various Intersection Improvements	843,449	D/C	HSIP Cycle 7 Grant for traffic signal improvements to the following intersections: 1) Findlay Ave and Via Campo; 2) Garfield Ave and Via Campo; and 3) Garfield Ave and Whittier Blvd.
	<u>843,449</u>		
TOTAL	<u><u>37,363,358</u></u>		

***Phase Legend:**

E: Engineering studies

D: Design/Construction

M: Maintenance

D: Debt service and other expenses



City of Montebello Budget Message Fiscal Year 2023-24 Proposed Budget

The City of Montebello celebrates its second century of incorporation with presentation of the proposed Fiscal Year 2023-24 Operating and Capital budget. The City is faced with a unique combination of opportunities and challenges, with many new projects underway that will propel economic development in the community. The past fiscal year witnessed the continuation of progress towards financial sustainability.

This budget builds upon the progress made in the past three years' award-winning budgets and continues moving the organization forward and funds the services and programs key to the City Council's priorities. The City once again received the Government Finance Officers Association (GFOA) "Distinguished Budget Presentation Award" for the adopted Fiscal Year 2022-23 budget document – the third consecutive year and only the third time in the City's history. Receiving this award demonstrates the City's commitment to producing an accessible budget document that effectively communicates the City's financial priorities in a transparent and accessible manner. Staff will submit the FY 2023-24 budget for this award and fully expect to receive it for a fourth consecutive year.

Below is a small sample of recent accomplishments that positively impact the organization in Fiscal Year 2023-24:

- Continued strong forecasted growth in revenue from the three-quarter cent sales tax measure (Measure H), approved by 62% of Montebello's voters in March 2020,
- Groundbreaking on the transformation of the City's golf course into a world-class destination; with significant progress made on the Topgolf complex and the Golf Course renovation project,
- Continued progress in upgrading the City's streets and roadways through use of \$25 million in Metro Local Return Fund bonds for the "Paving the Way" program,
- Significant progress in updating the City's General Plan, the first such endeavor since 1973,
- Updated the City's Housing Element for the first time since 1997,
- Upgraded the City's vehicle fleet, purchasing replacement vehicles for Police, Code Enforcement, Public Works and Fire,
- Expanded community programs with a season-long Farmer's Market, a summer street-fest, and other resident favorite programs,
- Approval of an affordable housing project in downtown Montebello (6th Street) developed by the Cesar Chavez Foundation,
- Sale of the City's Water System, satisfying a State Auditor recommendation from 2018



These and dozens of additional accomplishments provide a clear indication that Montebello is making progress towards financial sustainability and fiscal stability. This budget continues movement towards those goals.

The proposed all-funds budget includes \$211,425,903 in expenditures and \$208,909,686 in revenue. The majority of the difference between proposed expenditures and revenue is from utilizing available fund balance in the various Special Revenue Funds for capital projects such as reconstructing and paving City streets. The General Fund budget, which provides funding for everyday services our residents depend on – Police, Fire, community services, code enforcement, street and park maintenance – is projected to have a \$628,950 surplus. General Fund expenditures of \$72,687,450 are less than forecasted revenues of \$73,316,400, as summarized in the table below:

	FY 2023-24 Proposed Budget
General Fund Expenditures	72,687,450
General Fund Revenue	73,316,400
Surplus / (Deficit)	628,950

Total, all funds appropriations (expenditures and revenue) include General Fund operations as well as Transit (Montebello Bus Lines), the Hilton Garden Inn and Home2Suites, the various Capital Improvement Program (CIP) projects funded with Local Return Funds (i.e., Measure R, Proposition C) and Federal and State grants, Community Development Block Grant (CDBG) programs, grant awards, Property Tax Override payment of Pension Obligation Bond debt service, Successor Agency (former Redevelopment Agency) enforceable obligations, and many other projects, programs and operations utilizing various special and restricted funding sources. As with the General Fund budget, at the time this Budget Message was being prepared, staff are working with departments to finalize budget requests, especially with Capital Improvement Program (CIP) projects.

The progress in right-sizing the City's General Fund over the past four fiscal years is significant. Staff has worked diligently to review all revenue and expenditure items, performing a "modified" zero-based budgeting exercise for the fourth consecutive year. This budget represents the fourth year of a five-year budget development process, with the end goal being the achievement of a sustainable and healthy budget that incorporates strategic goals while providing funding for essential daily operations. A section in the following pages is devoted to explaining this five-year plan in greater detail.



The fourth year of this five-year effort sought to refine prior year actual expenditures to adjust FY 2023-24 budget requests based on well analyzed and researched trends. Most importantly, significant emphasis was placed on continuing the proper and accurate allocation of maintenance and operations appropriations as well as allocating employee salary and benefit costs to non-General Fund sources (i.e., Gas Tax, Local Return Funds, Montebello Hills project deposit, Transit Fund, etc.) where appropriate and allowed.

Traditionally, Montebello had done a less than ideal job of charging maintenance and operations and staff time to projects using grant or local return fund sources of revenue. This standard practice – especially in the Public Works realm – relieves the General Fund of certain expenses that can be correctly charged to restricted revenue sources. Charging off eligible expenses to special funds provides additional budget “room” for General Fund programs such as code enforcement, community services, park landscape maintenance, etc.

For example, \$1,053,563 in salary benefit costs are charged to the Transit Fund – representing the direct support provided across the organization to our Transit operations (i.e., Human Resources, payroll, accounts payable, administration, facilities maintenance information technology, etc.). In addition, approximately \$1,000,000 in salary and benefit costs will be charged to various Local Return Funds (e.g., Measure C, Measure M, etc.), recouping costs related to Public Works engineering and Finance support staff in managing capital projects using Metro funding.

The following pages provide a detailed discussion of the proposed FY 2023-24 budget, as well as an update on selected major infrastructure projects and details of the five-year fiscal sustainability/budget improvement plan. The emphasis on budget numbers will be on the General Fund, but key special and enterprise fund operations will be highlighted. Details on every fund and account can be found in the budget book.

Basis of Budgeting

The City of Montebello adopts annual budgets using a method consistent with generally accepted accounting principles (“GAAP”). Appropriations for a majority of the City’s Funds are developed using a modified cash basis. Using this practice to establish the budget ensures compliance with enacted budgets according to applicable statutes and administrative procedures.

For all Funds, except for the General Fund, the total amount appropriated or budgeted to be spent may not exceed the fiscal year’s estimated revenue available plus the unappropriated surplus fund balance (or less deficit) of the preceding fiscal year(s). The City’s fiscal year begins July 1st and ends June 30.

It is important to note that the Basis of Budgeting is different from the Basis of Accounting. The Basis of Accounting refers to the time various financial transactions are recognized and/or

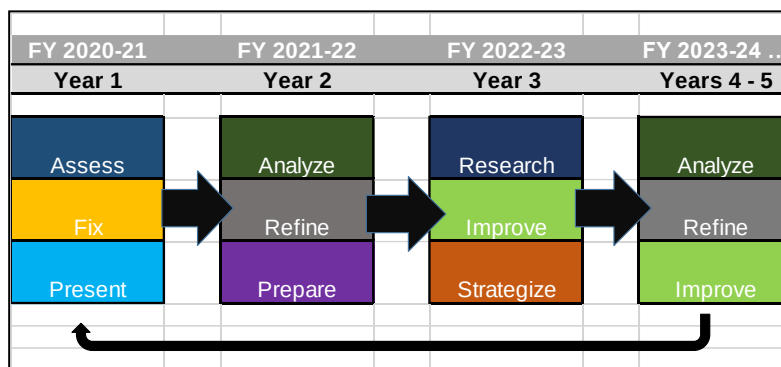


recorded. Although not directly related to the annual budget development, the Basis of Accounting is instrumental in establishing local financial practices and completing financial reports such as the Annual Comprehensive Financial Report.

Budget Development – A Five Year Journey

Attaining fiscal sustainability involves developing and instituting a budget process that establishes a culture of fiscal accountability. The FY 2023-24 budget development process is the fourth year of a five-year journey towards reaching fiscal sustainability and financial stability.

The five-year budget development improvement process creates a set of building blocks, based on the ability to improve a subsequent year's budget based on progress made in the current year. Each year the process becomes more sophisticated, with the end goal being a self-sustaining budget built around strategic goals. The image below encapsulates this iterative process, showing the basic building blocks for each year and the emphasis placed on a grouping of tasks designed to continuously improve the budget – and by extension the organization:



The first year (FY 2020-21) was focused on assessing the budget in its current state and then fixing “low hanging fruit” that would immediately improve the overall budget situation. A budget was presented that represented the best and most comprehensive planning document possible, given the myriad fixes necessary – and the complicated factors of a global pandemic at the time.

The FY 2021-22 budget used the improved base created in FY 2020-21. There was a deeper focus on analyzing revenue and expenditure trends, utilizing additional information and data available. The refinement of the budget development process further improved the budget that was proposed and eventually adopted. The FY 2021-22 budget was more fully and comprehensively prepared and incorporated additional information not available in the prior fiscal year.

The FY 2022-23 budget focused on research, improvement (continued) and strategy. Utilizing focused and more in-depth research of revenue and expenditure trends allows for a much more



accurate budget to be developed and presented. Research into specific expenses and whether they are one time or continuing, and whether they are being recorded to the correct account, leads to improved budget requests and management. The same goes for revenue and having a deeper ability to more accurately forecast revenue across all funds by better understanding the flow of various revenue streams and their relative cyclicity.

For the proposed FY 2023-24 budget, the improvement effort continues, and moves into an analyze and refine mode. Analysis of the previous year's revenue and expenditure actuals against the adopted and amended budget provides a better understanding of trends. This information helps guide the development of the FY 2023-24 budget, allowing for refinement of budget requests and estimates. The FY 2023-24 budget document is more comprehensive, and the continued improvements will help the organization operate more efficiently. In addition, strategic planning goals will be more fully incorporated into the budget development process. This in turn will improve organizational effectiveness.

Ultimately, the five-year process is designed to produce greater financial stability and promote fiscal responsibility. Fiscal sustainability can only be achieved when all parts of the organization are moving in the same direction and focused on achieving the same outcomes. Through a structured and strategic budget process, improvements can be made that will help fund essential operations while making these improvements part of the organizational culture.

The remaining pages of this draft Budget Message provide a discussion of General Fund revenue and expenditures, a focus on changes to Department staffing and operations, and an overview of major non-General Fund operations such as Transit and the Capital Improvement Program (CIP). Extensive detail on department budgets, organizational charts, staffing levels, strategic plan goals, and other funds can be found in the budget document itself.

General Fund Revenue

Total General Fund revenue is projected to be \$73,316,400, a \$4.631 million increase (6.7%) over the FY 2022-23 adopted budget. Updates and refinements to the FY 2023-24 forecasted revenue continue as of the preparation of this Budget Message. As more data is received, staff will update revenue forecasts to ensure the most accurate presentation available. The table below shows historical General Fund revenue by major category, from FY 2019-20 (actuals) to FY 2023-24 (projected).



	FY 19-20 ACTUAL	FY 20-21 ACTUAL	FY 21-22 ACTUALS	FY 22-23 ADOPTED	FY 23-24 PROPOSED
SALES TAX	12,817,884	22,270,247	25,378,979	25,126,900	26,085,000
PROPERTY TAX	12,701,368	13,714,582	14,195,130	14,875,000	15,612,800
OTHER TAXES	2,732,921	2,793,180	2,931,593	3,070,000	3,680,000
LICENSES AND PERMITS	4,776,531	5,775,694	7,683,271	6,468,000	7,051,000
FINES AND FORFEITURES	2,186,401	2,301,787	2,499,502	2,920,000	2,940,000
CHARGES FOR SERVICE	6,066,829	6,105,784	7,758,526	7,945,800	8,365,100
OTHER REVENUE	3,334,783	10,996,196	9,336,597	4,180,100	5,282,500
TRANSFERS IN	3,987,540	3,570,002	3,637,348	4,100,000	4,300,000
	48,604,257	67,527,472	73,420,946	68,685,800	73,316,400

The table below shows the dollar variance between the FY 2023-24 adopted and FY 2023-24 proposed (revenue) budgets:

	FY 22-23 ADOPTED	FY 23-24 PROPOSED	Variance
SALES TAX	25,126,900	26,085,000	958,100
PROPERTY TAX	14,875,000	15,612,800	737,800
OTHER TAXES	3,070,000	3,680,000	610,000
LICENSES AND PERMITS	6,468,000	7,051,000	583,000
FINES AND FORFEITURES	2,920,000	2,940,000	20,000
CHARGES FOR SERVICE	7,945,800	8,365,100	419,300
OTHER REVENUE	4,180,100	5,282,500	1,102,400
TRANSFERS IN	4,100,000	4,300,000	200,000
	68,685,800	73,316,400	4,630,600

Sales tax is projected to increase \$958,100 year over year (3.8%) when compared to the FY 2022-23 budget. The projected uptick in sales tax revenue is based on a steady economy, tempered by projections of a possible slow down at the end of calendar year 2023. The FY 2023-24 budget includes the fourth full year of Measure H revenue and more accurately reflects the expected amount as more data is available about this transaction and use tax source, which allows for more accurate forecasts.

Property Tax is also proving strong, with a 5.0% increase in Assessed Value, providing an additional \$737,800 in the proposed budget. It must be noted that the positive impact of the Metro Heights project is not part of the FY 2023-24 property tax revenue forecast. The County assesses properties every January 1, as well as when an existing property is sold. While there were some completed Metro Heights properties as of January 1, 2023, the assessment that occurs January 1, 2024, which will impact FY 2024-25 property tax revenue, will be the most significant and positive. During the 2023-24 fiscal year, staff will present updated property tax forecasts that incorporate sales of Metro Heights properties.

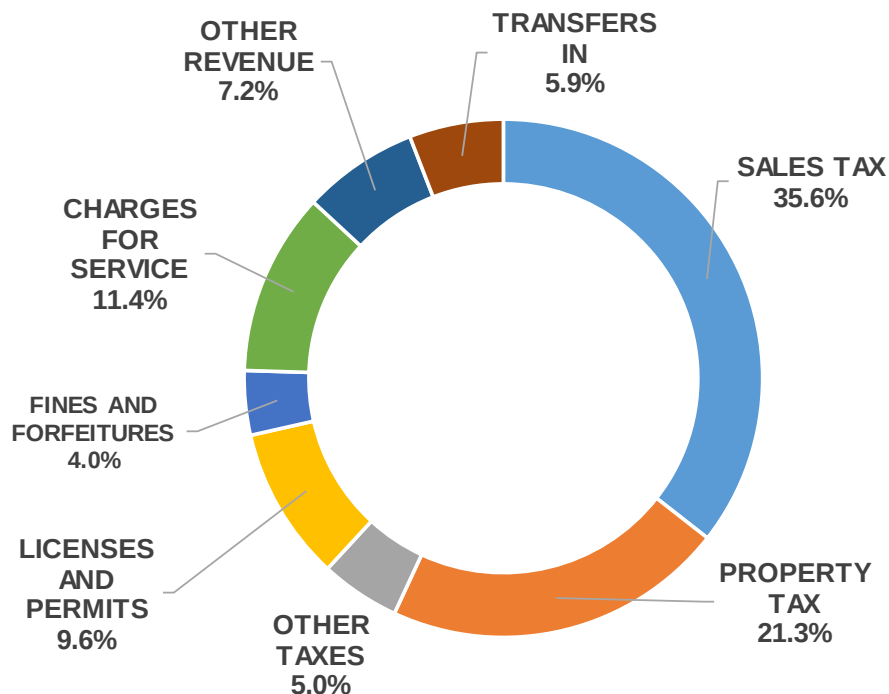
Licenses and Permits forecast an increase of \$583,000 (9.0%), based on additional revenue from the Metro Heights and Topgolf projects. Various permits (building, plumbing, mechanical) and



plan check fees are seeing a several year bump as the Metro Heights development progresses. The Topgolf project also contributes to these revenue streams. The positive impact of these short-term projects is tempered in the FY 2023-24 forecast so as not to overestimate the revenue from these additional permits and plan checks. Eventually, once these projects are completed, revenue for these permits and plan checks will level off to historical averages.

Franchise Fees are projected to increase \$610,000, primarily from the addition of a new source of revenue: SB 1383 organic waste collection. This source of revenue alone is projected to contribute an additional \$300,000 in annual revenue. This is a continuous source of revenue and helps build the General Fund revenue base for future years.

The pie chart below provides an overview of the various categories of General Fund revenue and their proportional slice of the revenue pie. Following the pie chart are detailed explanations of the major revenue categories, and highlights of the changes seen in the proposed FY 2023-24 budget. As noted previously, staff continues to work on updating revenue forecasts and analyzing the reason for year-over-year changes through presentation of the budget for adoption.



Sales Tax

Sales tax accounts for 35.6% of total General Fund revenue. The City receives sales tax from three main sources: Bradley Burns 1%, Measure H $\frac{3}{4}$ percent transaction and use tax and Monterey Park Marketplace sales tax sharing. In total, Montebello is projected to receive \$26.085 million in revenue from all three sources combined (an increase of \$958,100 over last year's



adopted budget). The table below presents details on these three important sources of sales tax revenue:

	FY 20-21 ACTUAL	FY 21-22 ADOPTED	FY 21-22 ACTUALS	FY 22-23 ADOPTED	FY 23-24 PROPOSED	Variance
Sales Tax	13,507,132	12,470,000	14,617,152	14,380,000	14,935,000	555,000
Sales Tax-Monterey Park Mktplce	1,064,486	1,125,000	1,378,534	1,316,900	1,300,000	(16,900)
Sales Tax-Measure H	7,698,629	7,170,000	9,383,293	9,430,000	9,850,000	420,000
	22,270,247	20,765,000	25,378,979	25,126,900	26,085,000	958,100

The FY 2021-22 sales tax budget was developed during a period when various pandemic related restrictions were still in place. These restrictions curtailed economic activity in FY 2020-21 and impacted the forecasted revenue for FY 2021-22. As the table above shows, revenue for FY 2020-21 came in higher than the adopted budget for FY 2021-22. Updated economic data informed the sales tax projection for FY 2022-23, leading to a more positive forecast as pandemic related restrictions disappear and retail activity improved.

Sales tax is the most important piece of the City's General Fund budget, and the FY 2023-24 forecast is tempered by projections of an economic slowdown at the end of calendar year 2023, showing moderate increases over the prior year based on the latest economic data available. In addition, recent changes to tax law in California due to the *Wayfair vs. South Dakota Supreme* Court decision in 2018 have increased the amount of sales tax coming to Montebello via the County Pool. The County Pool records sales tax from on-line sales (as well as other non-point of sale transactions) and apportions it to cities in each county based on their relative share of total sales tax.

The pandemic changed buying behavior – more on-line transactions as people were forced to shelter in place – and this change in consumer behavior manifests itself in increased revenue from the county pool. Of all the major industry areas providing sales tax to Montebello, the share from the county pool shows the greatest area of continued strength in growth. This is not unique to Montebello, as all cities in California have gained additional sales tax income from the taxing of on-line activity and the overall growth in county pools.

Property Tax

The second largest share of General Fund revenue is from property tax: \$15.613 million, or 21.3% of General Fund revenue. The majority of property tax revenue comes from the "In-Lieu of VLF" source (\$8.166 million), which is a remnant of the "triple-flip" instituted in 2005 as part of the State's effort to balance its budget. At the time, the state swapped vehicle license fee (VLF) revenue allocated to local agencies to help better fund K-12 education and replaced VLF revenue with property tax. This source of revenue grows at generally the same rate as overall assessed value in the City (i.e., for FY 2023-24, that is a 3.0% growth rate from prior year projected actuals, slightly less than the City's projected 5.0% assessed value growth).



Montebello also receives traditional property tax from residential, commercial and industrial property owners. The City receives approximately nine cents out of every property tax dollar paid to the County of Los Angeles. The assessed value of the City is projected to increase 5.0% when compared to last year. This increase is close to the twenty-year trend of year-over-year changes in assessed value, with that average at about 4.0%

Single Family Residential (SFR) median prices have increased significantly in recent years, averaging 7.1% annual growth between the first quarters of 2018 and 2023. The median SFR price in Montebello is \$723,000 (Quarter 1, 2023), a 1.8% increase from the same period in 2022. There has been a cooling off of median home price increases – compare the 2022 vs. 2023 change of 1.8% against the 2021 vs. 2022 change of 6.2%. There have been fewer full value sales in the first quarter 2023 (36) vs. the first quarter of 2022 (53). These changes are not surprising, as mortgage rates have increased concomitant with the Federal Reserve's increase to the Federal Funds rate. However, overall assessed value – as noted above – is still increasing by 5.0% year-over-year, showing continued strength in property values across all property types.

Finally, the City is projected to receive \$1.300 million in residual property tax revenue. This is the flow of former tax increment from redevelopment project areas. Post redevelopment dissolution (i.e., after January 2012), local agencies receive residual (i.e., left over) tax increment after various pass-through agreements and enforceable obligations are satisfied. As Montebello's enforceable obligations such as debt service are paid off, an increased amount of residual property tax flows to the City.

Franchise and Other Taxes

The City receives \$3.055 million in revenue from various franchise agreements. The two largest sources of franchise revenue are from Southern California Edison (SCE) and the various non-residential refuse/solid waste haulers. These two franchises account for \$1.950 million of total franchise revenue projected for FY 2023-24. Franchise revenue from cable providers and towing companies is projected to be flat or slightly higher when compared to the prior fiscal year.

There is a new source of franchise revenue that began in August, 2022: SB 1383 organic waste. The projected \$300,000 from this source of revenue is attributable to the State requirement that communities offer the recycling of organic waste materials. An agreement with the City's residential refuse hauler allows them to collect and process this organic waste, and the City receives a portion of the hauling fees.

Montebello also receives transient occupancy tax (TOT) revenue – forecasted to be \$375,000 in FY 2023-24, less than the FY 2022-23 adopted budget of \$425,000. Given the economic impacts of the coronavirus – and the specific negative impacts on travel related businesses – this revenue source will continue to be forecast conservatively. The three fiscal years prior to the pandemic



saw TOT averaging \$412,000 per year. But FY 2019-20 saw it drop to \$376,424, with FY 2020-21 coming in even lower at \$223,620, and a slight increase to \$340,195 in FY 2021-22. The six-year average for TOT – which includes the “pandemic years” – is \$363,000.

Another source of “other taxes” revenue that has seen an increase despite the recessionary impacts of the coronavirus is Property Transfer Tax. This revenue is generated each time a residential property is sold in Montebello. Property Transfer Tax revenue is forecasted at \$250,000 for FY 2023-24. Even with the drop in single family residential property sales (see “Property Tax” section above), the increase in assessed value will lead to an increase in this source of revenue since this tax is calculated as a percentage of the property’s value.

Charges for Services

The City charges for various services based on City Council approved fee schedules and agreements, recouping the costs associated with providing the service. For FY 2023-24, a projected \$8.365 million in revenue will come from various charges for services: development agreements, facility rentals, electronic billboard agreements, radio frequency lease agreements, recreation classes, extended childcare programs, etc. Charges for Services revenue is projected to be \$419,300 more than FY 2022-23, a 5.3% increase. This source represents 11.4% of total General Fund revenue.

It should be noted that recreation related revenue – classes, day camps, summer camps, sports leagues, etc. – was zero in FY 2020-21, with improvements seen in FY 2021-22 (\$215,000). The pandemic required suspension of traditional community services programs and classes, which translated into no revenue being generated in this specific category three years ago. However, the easing of pandemic restrictions led to an increase in this revenue since, with a projected recovery to \$352,500 for FY 2023-24. (It should be noted that Parks and Recreation is recategorizing some of this revenue in an effort to improve tracking and more accurately represent the source of the revenue.)

The City is currently conducting a cost of services study to determine whether fees being charged are fully recovering the costs of providing those services. The last such study was completed in 2018, and best practice indicates such studies should be conducted once every three to five years. Improved cost recovery will benefit the City by adjusting the master fee schedule to better recover expenses related to staff time spent on various planning, community services, public works, building and related services.

Fines and Forfeitures

This category of revenue is projected to bring \$2.940 million in revenue for FY 2023-24, essentially flat from the prior year (0.7% increase). The majority of this revenue comes from “Vehicle Code Fines,” also known as moving violations. The six-year average of this revenue source is \$1.512 million, however that includes two years where the pandemic impacted the issuance and



collection of moving violations. Recent experience (FY 2021-22 actuals and FY 2022-23 projections) shows a return to pre-pandemic levels.

While only accounting for 4.0% of total General Fund revenue, this source does serve as an important deterrent to unsafe vehicle operations on Montebello's streets. Finance, working closely with Police Department staff, will continue to monitor the revenue trends of parking and moving violations, and will provide updated projections based on updated year-to-date information.

Other Revenue/Non-Operating Revenue

Montebello has a Property Tax Override (PTO) assessment that generates annual revenue utilized for paying all pension related costs. This property tax override has been in place since 1946, when Montebello residents first voted to approve the parcel tax. This voter approved tax can only be utilized to pay for pension related costs (i.e., California Public Employee Retirement System, PERS). The City annually uses this revenue to pay the Unfunded Actuarial Liability (UAL) and Normal Cost expenses associated with the City's contract with PERS to provide retirement benefits to safety and miscellaneous employees. All General Fund related pension expenses due to PERS are paid for by utilizing the PTO revenue (the Transit Fund pays directly for PERS related costs of the Montebello Bus Lines operations).

The City utilizes the Non-Operating Transfer-In method to reimburse the General Fund for PERS related Normal Costs expenditures. For FY 2023-24, a \$4.000 million Transfer In has been budgeted for this purpose. Beginning in FY 2021-22, the majority of PTO revenue is being utilized to pay debt service on the Pension Obligation Bonds (POBs, Series 2020). In an effort to manage rising pension costs, the City issued POBs in June 2020. The \$153.4 million in POBs wiped out the existing UAL (as of June 30, 2018). (More information on expected revenue and associated expenses can be found by reviewing the Fund 205, Retirement detail page in the budget book.)

The City will continue paying Normal Costs to PERS on a bi-weekly basis, as is standard for all public agency employers. The PTO revenue remaining after paying annual debt service will be used for this purpose. In addition, as subsequent actuarial valuations are completed by PERS, new UAL bases will be paid annually with available PTO. A portion of PERS costs – both UAL and Normal Cost – is paid for by the Transit Fund. A portion of debt service on the Series 2020 POBs will be paid utilizing PTO. A cost allocation plan study determined that Transit is responsible for 27% of pension related costs. Transit will continue paying this share of retirement costs, in the form of debt service, as well as any new UAL created with future PERS actuarial studies and the full share of normal costs associated with transit operations.

The largest increase in the "Other Revenue" category in FY 2023-24 is from the Administrative Overhead charge. The updated 2022 cost allocation plan provides a basis for reimbursing the General Fund for administrative and overhead support provided to various special revenue and



enterprise funds (i.e., Gas Tax, Transit, Hotels, Local Return Funds, etc.). The amount established by this plan is updated annually based on the average increase in salary and benefit costs. Staff reviews each of the charges and adjusts them as necessary to ensure the General Fund is properly reimbursed for the internal support (i.e., indirect costs) provided by Finance, Human Resources, City Clerk, Information Technology and related functions to these non-General Fund operations.

This improved cost allocation – a pillar of the many budget improvements being made to provide long-term financial stability to Montebello – provides \$3.498 million in non-operating revenue to the General Fund. Finance staff will continue to review operations and find more opportunities to properly charge support staff salary and benefit costs to non-General Fund operations.

General Fund Expenditures

The City of Montebello is a full-service city, providing Police, Fire, Public Works, Parks and Recreation, Transit and various building, planning and internal support functions (i.e., Finance, Human Resources, Information Technology, etc.) to the community. The total proposed FY 2023-24 General Fund expenditures budget that supports day-to-day functions is \$72,687,450, a \$4.697 million increase (6.9%) over the FY 2022-23 adopted budget.

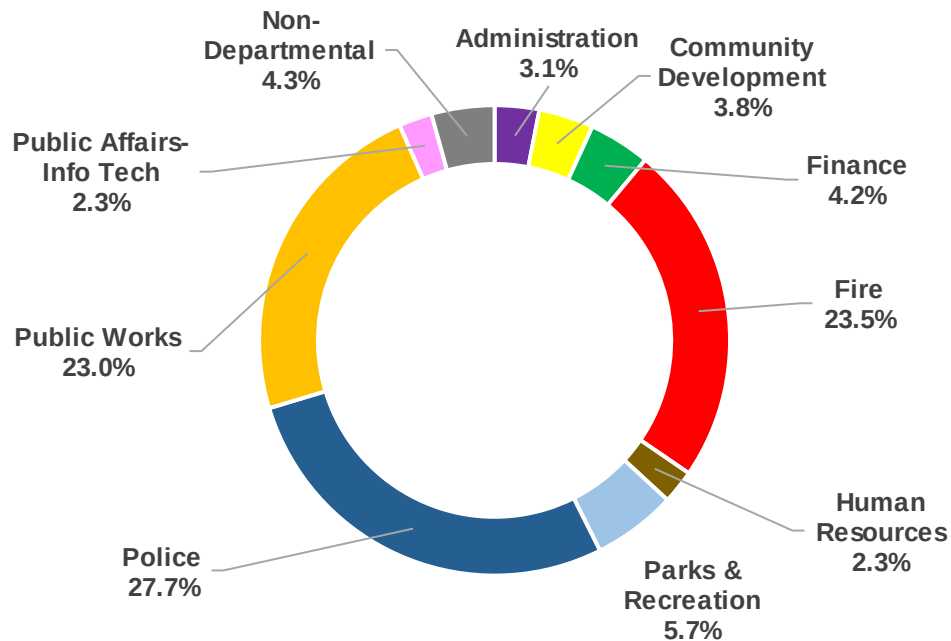
The table below provides a department level view of expenditures for FY 2023-24, with comparisons to prior year budgets and actuals:

	FY 2019-20 Actuals	FY 2020-21 Actuals	FY 2021-22 Adopted Budget	2021-22 Actuals	FY 2022-23 ADOPTED BUDGET	2023-24 PROPOSED BUDGET
Administration	2,392,931	2,473,138	2,354,400	2,709,803	2,736,200	2,221,900
Community Development	1,612,140	1,752,274	2,489,820	2,375,062	2,602,450	2,739,200
Finance	2,227,568	2,201,468	2,130,300	2,684,390	2,648,900	3,082,650
Fire	15,114,996	15,310,306	15,814,270	15,625,500	16,887,400	17,074,150
Human Resources	1,239,180	1,742,602	1,928,000	2,172,884	2,298,300	1,684,500
Parks & Recreation	4,472,874	5,078,363	5,361,550	6,002,391	3,140,600	4,170,450
Police	19,223,841	18,916,427	18,818,950	19,317,618	19,611,000	20,158,500
Public Works	8,865,983	9,998,328	9,512,600	10,827,022	14,906,750	16,752,800
Public Affairs-Info Tech	-	-	-	-	-	1,656,600
Non-Departmental	4,625,043	11,912,014	2,998,800	5,352,367	3,158,500	3,146,700
	59,774,556	69,384,920	61,408,690	67,067,037	67,990,100	72,687,450

Police comprise 27.7% of the General Fund budget, with Fire making up 23.5%. The remaining 48.8% of General Fund appropriations will be committed to planning, building, community services, engineering, payroll, human resources, risk management, landscape maintenance,



payroll, accounting, code enforcement and other essential services. The pie chart below shows the relative percentage each Department comprises of the General Fund budget:



Management committed to “zero-based budgeting” beginning with the adopted FY 2020-21 budget. This effort is aimed at right-sizing the budget, aligning ongoing revenues with ongoing expenditures, and creating a solid base upon which to build future budgets. This effort was short-circuited somewhat due to the coronavirus pandemic – necessitating an abbreviated budget process for FY 2020-21. However, significant progress was made in cleaning up the General Fund budget and working with Departments to utilize prior year spending data to create a sustainable and better aligned budget for subsequent years. As discussed above, progress is being made in the five-year budget development improvement process, with the FY 2023-24 proposed budget utilizing improved trend data and additional research and analysis to reflect priorities and expense needs more accurately.

The long-term goal is to annually provide consistent, essential services to Montebello’s residents, visitors and businesses in a fiscally responsible manner. Consistently preparing and presenting balanced budgets is step one towards fiscal sustainability, and a key part of the five-year budget development improvement plan. Hence, the importance of creating a permanent culture of fiscal responsibility that permeates the organization and sustains efforts towards the long-term goal of achieving financial sustainability.

The 6.7% increase in appropriations in FY 2023-24 vs. FY 2022-23 encompasses many changes across all departments and expenditure types. With salary and benefits comprising 62.2% of the



General Fund budget, any changes made in this category will have the greatest impact on expenditure. Maintenance and Operations comprises 34.6%, and Debt and Lease Payments make up the remaining 3.0% of the proposed General Fund budget:

	2023-24 Proposed Budget	% of Budget
Salary and Benefits	45,276,100	62.3%
Maintenance Operations	25,151,150	34.6%
Debt and Lease Payments	2,260,200	3.1%
	72,687,450	100%

It should be noted that approximately 96% of the City's General Fund budget appropriations are "spoken for" in the way of commitments from MOUs, contracts, debt service payments, professional service agreements, utilities and other such expenses the City is obligated to pay. The table below provides an overview of the major expenditure categories and how much these commitments comprise of the General Fund budget:

Major Expenditure Category	FY 23-24 Proposed Budget
SALARIES AND BENEFITS	\$ 42,329,250
OTHER CONTRACT SERVICES	\$ 5,576,000
ADDITIONAL CONTRACT SERVICES	\$ 11,535,950
UTILITIES AND VEHICLE MAINTENANCE	\$ 4,006,200
DEBT SERVICE/LEASES	\$ 2,225,200
INSURANCE	\$ 4,060,400
TOTAL FROM CATEGORIES ABOVE =>	\$ 69,733,000
GENERAL FUND FY 23-24 PROPOSED BUDGET =>	\$ 72,687,450
% COMMITTED TO "FIXED COSTS" =>	95.9%

This table illustrates how little leeway exists in the General Fund for re-directing appropriations or re-prioritizing spending from one area to another. The City obviously has commitments to its employees through City Council approved MOUs, and long-term debt service and lease arrangements commit additional funds, while insurance and workers compensation expenses must be paid. The Contract services category encompasses landscape, custodial, street sweeping, graffiti removal, legal services, software licenses and many other types of required services.

The paragraphs below provide an overview of the major spending categories in the General Fund, followed by a discussion of key initiatives and operational changes throughout the organization, focusing on certain Departments and the budget variances from prior years.



Salary and Benefits

The Salaries and Benefits category is comprised of wages paid to full-time and part-time employees, overtime, health related benefits (health insurance, vision and dental plans, life insurance, etc.), PERS related retirement expenditures, retiree medical expenses (Other Post Employment Benefits [OPEB]), workers compensation insurance premiums and payments and related employee fringe benefit costs (e.g., certification and education incentive pay, longevity pay, etc.). This entire category comprises 62.2% of the General Fund budget, or \$45,276,100. This represents a \$3.013 million increase over the FY 2022-23 adopted budget (7.1%).

The majority of this increase is in the regular salaries category: \$2.056 million (8.2%) – from \$24.927 million in FY 2022-23 to \$26.983 million in FY 2023-24. There are several reasons for this increase in regular (i.e., full-time) salaries: filling vacancies, adding needed positions across the organization, and wage increases from recently approved (i.e., May 2022) Memoranda of Understanding (MOU) with nine out of ten of the City's labor groups. These MOUs, successors to the MOUs which expired in December 2021, incorporate the salary adjustment results from the comprehensive classification and compensation study conducted in 2021.

This "class and comp study" results determined the majority of positions (83%) in the organization were below market rates. Over an eighteen-month period, Human Resources staff worked closely with every labor group to explain the methodology and outcomes of the study. The City Council approved MOUs implemented the classification and compensation study recommendations, with the majority reaching market pay levels in less than three years (i.e., by July 2023). In addition, several outdated job classifications (i.e., "Clerk/Typist") were updated to reflect modern working titles (i.e., "Administrative Assistant").

The proposed FY 2023-24 budget funds the second full year of updated wages and fringe benefit payments from the approved MOUs and citywide salary table. In addition to wages, the MOUs increased longevity pay for Fire Department sworn (i.e., safety) personnel, increased education incentive pay for most bargaining groups, and increased EMT and Paramedic certification pay. Some of these items such as longevity are calculated as a percentage of base pay. Therefore, as hourly wages increase, so does longevity pay. The various changes to wages and wage-based benefits such as longevity have increased salary expenses across all departments. The projected increase in salaries in FY 2023-24 is expected, based on the various provisions that are new to the MOUs approved in May 2022.

In addition to improvements in total compensation, over the past four years, management has conducted a rigorous, organization-wide review of operations. Each Department has been charged with reviewing how they provide service – to external and internal customers – and designing a table of organization that can efficiently and effectively provide a full-range of services, as well as respond to the expansion of services to meet resident demand and City



Council priorities. This organizational staffing review has often led to the need to add key positions, filling long-vacant positions, and making other staffing adjustments to each department.

The proposed FY 2023-24 budget presents a net increase of 16.0 full-time equivalent (FTE) positions. This includes the removal of some obsolete classifications (i.e., Grant and Project Administrator) and the addition of positions to some departments (i.e., Police Officer [x4.0 FTE], Battalion Chief, Traffic Engineer, etc.). The table below shows total FTE and the year-over-year change by Department:*

	FY 2020-21	FY 2021-22	FY 2022-23 ADOPTED	FY 2022-23 AMENDED	FY 2023-24 PROPOSED	Variance
Administration	8.0	8.0	9.0	11.0	8.0	-3.0
Community Development	19.0	21.0	20.0	20.0	20.0	0.0
Finance	20.0	21.0	22.0	22.0	24.0	2.0
Fire	70.0	76.0	76.0	76.0	80.0	4.0
Human Resources*	12.0	14.0	16.0	18.0	15.0	-3.0
Parks and Recreation	20.0	21.0	11.0	11.0	12.0	1.0
Police	102.0	103.0	103.0	103.0	107.0	4.0
Public Works	21.0	25.0	45.0	45.0	46.0	1.0
Public Affairs-Information Technology*	0.0	0.0	0.0	0.0	11.0	11.0
Transit	182.0	204.0	234.0	234.0	233.0	-1.0
	454.0	493.0	536.0	540.0	556.0	16.0

*The 11.0 FTE in the newly created Public Affairs-Information Technology Department are not new positions; they have been moved from the Departments they were previously recorded in: Administration, Human Resources and Transit.

Over the last four fiscal years (FY 2023-24 included), key positions have been added in the areas of public safety, homeless assistance, public information, engineering, budget analysis, information technology, street/parks maintenance supervision, community service management, code and parking enforcement, transit and community beautification: Police Officers, Code Enforcement Officers, Fire Battalion Chief and Captain, Firefighter/Paramedic Trainee, Social Worker and Caseworker, Traffic Engineer, Public Information Officer, Crime Analyst, Senior Management Analyst, Community Services Coordinator, Bus Operator, Principal Engineer, etc.. In other areas, staff were moved from Golf Course operations to Public Works, increasing the number of Maintenance Workers dedicated to keeping city streets and rights of way looking their best. There were increases to Transit operations that allowed for improved administration and management of operations, vehicle maintenance and financial management, as well as the addition of 30.0 full-time Bus Operators in FY 2022-23 as part of a City Council approved Transit Staffing Plan.

The changes to staffing presented above encompass the recent creation of the Public Affairs-Information Technology Department. During FY 2022-23, the Public Affairs operation (i.e., Public



Information Officers, social media management, branding, etc.) was moved out of Administration and the Information Technology Division was separated from Human Resources (with one Public Information Officer moved from Transit so all public affairs positions are in their proper Department). There is now a new Department of Public Affairs – Information Technology. (The section above on General Fund expenditures presents the new department in the summary table as well.)

For FY 2023-24, several departments requested positions through the supplemental budget process. The summary table on the next page shows the new positions in the proposed budget that were included as part of the supplemental budget request process.

Department	Position	Justification
Administration	Management Analyst	To assist with records retention and management and provide other related support to the city clerk and Administration staff.
Fire	Battalion Chief (EMS)	Battalion Chief solely focused on Emergency Medical Services (EMS) and Medical Training Unit (different from the duties of the existing 4.0 FTE Battalion Chiefs).
Fire	Battalion Chief (Training)	Battalion Chief solely focused on Emergency Medical Services (EMS) and Medical Training Unit (different from the duties of the existing 4.0 FTE Battalion Chiefs).
Fire	Social Work Supervisor	Adding second Social Work Supervisor for the Montebello Community Assistance Program (MCAP).
Fire	Field Response Case Coordinator	Adding second Field Response Case Coordinator for the Montebello Community Assistance Program (MCAP).
Parks and Recreation	Community Services Coordinator	Adding 1.0 Coordinator position to assist with increased demand from additional special events
Police	Police Officers (x4.0 FTE)	Increase staffing to fill various specialty assignments and improve community engagement.
Public Affairs - Information Technology	Sr. Management Analyst	Position dedicated to social media monitoring, management and responses
Public Works	Traffic Engineer	To provide support to the Traffic Commission
[^] The Police Department has several vacancies across all sworn (i.e., safety) classifications. As positions are filled, staff will monitor salary and benefit expense trends in the relevant divisions, and recommend budget adjustments as necessary. There will always be a certain vacancy factor amongst the safety classifications, therefore only the addition of the 4.0 Police Officer FTE to the Master Position Control is necessary.		

These positions added to the FY 2023-24 proposed budget contribute to the increase in salaries and benefits. The estimated impact to the FY 2023-24 proposed budget would be \$457,800, with \$263,200 being absorbed by the General Fund and the remaining amount charged to Grant Funds (MCAP related/restricted funding) and various Metro Local Return Funds (Traffic Engineer).



Salary and Benefit budgets also reflect increased PERS cost, associated with higher employer rates. However, as part of previously negotiated MOUs, the complete phase-out of employer paid employee retirement costs occurred by January 2021 – reducing the pension burden on the City with employees picking up their full share (either 8% or 9% for Classic employees, with new PERS members always having picked up their full share of 7.25%). Furthermore, public safety employees (Fire and Police) agreed to pay a 12% rate – picking up the full 9% employee share plus 3% of the employer rate. The 2023-24 proposed fiscal year budget shows the continued positive impact from employees paying their full share of retirement costs, coupled with more non-Classic (i.e., PEPRAs) employees.

Also related to PERS is the May 2020 issuance of \$153.4 million in Pension Obligation Bonds (POBs). The issuance of these bonds allowed the City to fully extinguish its Unfunded Accrued Liability (UAL) for both miscellaneous and safety retirement plans with PERS (based on the June 30, 2018 actuarial valuation report). The City has levied a pension tax override since 1946 when first approved by Montebello voters. The revenue from this property tax can only be used to pay for retirement related expenses.

The City tracks this revenue in a separate special revenue fund (Retirement Fund 205). Annual lump-sum UAL payments are made each July utilizing these Fund 205 resources. Ongoing, bi-weekly normal cost expenses are reimbursed on a quarterly reconciliation basis, utilizing a transfer out/in from Fund 205 to the General Fund. The Transit Fund (600) pays for its share of miscellaneous PERS expenses – both UAL and normal costs – directly from its operating funds.

The City's lump-sum UAL payments are vastly reduced for July 2023 (FY 2023-24). Bi-weekly normal cost expenditures will still be recorded – paying for current employees and their actuarially determined costs. The bulk of the pension tax override revenue will be utilized for annual debt service on the \$153.4 million in POBs over the next thirty-five years.

The combination of employees paying their full share of retirement costs coupled with lower overall normal costs as non-classic (i.e., PEPRAs) employees make up a larger overall share of total employees, has led to a moderation of the year-over-year increases in retirement costs. Estimated General Fund PERS employer costs for FY 2023-24 are \$4,160,600. This represents a \$419,100 increase from the FY 2022-23 adopted budget. It must be noted that these PERS costs are estimates, assuming a certain position "occupancy rate." These General Fund expenses are offset completely by the Property Tax Override revenue Transfer In from the Retirement Fund (Fund 205). The mechanism for this is explained in the preceding "General Fund Revenue" section of this Budget Message.

Another large, positive impact to containing the amount of Salary and Benefit expenditures charged to the General Fund is the continuation and refinement of cost allocation throughout the



organization. This standard practice of charging payroll costs to non-General Fund sources was initiated with the FY 2020-21 budget. For example, a significant portion of Public Works staff involved in project management and engineering are now appropriately charged to non-General Fund sources such as Local Return Funds (i.e., Measure M, Proposition C, etc.) and Federal/State grants. This effort also included staff in Administration, Finance, Fire and Community Development charging time to the Metro Hills project, and Finance, Human Resources, and Information Technology staff being charged to the Transit fund – reducing the overall impact of payroll costs on the General Fund. In addition, certain staff in the Community Development Department charge time to the CDBG and HOME Federal programs.

The initial cost allocation efforts that began in FY 2020-21 are continued – and improved upon – in the FY 2023-24 budget. With additional operational data available, a larger share of certain positions can now be charged to Transit and Local Return Funds. In addition, a larger selection of employees can be cost allocated.

Another change first initiated with the FY 2020-21 adopted budget that enhanced transparency and presented more accurate operating budgets for each Department is the move of Other Post Employment Benefit (OPEB) charges to a Non-Departmental account. The City provides retirees – based on years of service and bargaining unit at the time of retirement – monthly health benefit cost reimbursement. Prior year budgets included these costs in each department, inflating operating budgets (most acutely in Police and Fire) based on the final department an employee worked for prior to retirement. The FY 2023-24 proposed budget includes appropriations for OPEB expenses (\$1.025 million), but continues to record them in Non-Department accounts, providing a truer picture of what daily operating expense needs are for each operating department.

Maintenance and Operations

The Maintenance and Operations category comprises 34.6% of the FY 2023-24 proposed General Fund budget (\$25,151,150). This broad category provides funding for office supplies, personal protective equipment for Fire personnel, professional engineering services, auditing, grant writing and legislative advocacy services, contract landscape and tree maintenance services, computer software and hardware purchases, street sweeping, utilities (e.g., electricity, gas, water, cell phones), custodial services, facility repair and maintenance such as electricians and plumbers, uniforms and safety equipment for Police personnel, contract community services instructor payments, vehicle maintenance and repair services, software licenses (Office 365) and many other expenses that provide the programs and services that Montebello residents enjoy.

This category is increasing \$1.697 million (7.2%) when compared to the FY 2022-23 adopted budget. The majority of this increase (96.1%) comes from the various Contract Services accounts, accounting for \$1.630 million of this increase. The largest increase in the “contract services” area is the \$531,600 increase for residential refuse service. However, this increase is



offset by the revenue collected for this service. The City acts as a pass-through agent – remitting payment to the refuse hauler and collecting/recording revenue.

There is a reduction in Equipment (\$175,250) and Miscellaneous Expenses (\$564,600) that reflects the inclusion of certain one-time supplemental budget requests included in the FY 2022-23 budget that are absent from the FY 2023-24 proposed budget.

Utilities and fuel related expenses (i.e., electricity, water, fuel for vehicles) are increasing \$616,400 over FY 2023-24. Vehicle Maintenance associated costs remain relatively flat compared to the prior year (\$72,700 increase). The replacement of more than forty vehicles in Police, Public Works, Code Enforcement and Parks and Recreation in the past three years has contributed to this trend. A newer fleet equates to lower maintenance costs, and improved service to residents.

There are annual Debt and Lease payments related to bond issuances (e.g., Series 2014ABC) and lease payments on equipment (e.g., Parks and Recreation vehicles, Public Works tractor, etc.) included in the FY 2023-24 budget. This category remains flat as debt service and lease payments are fixed through the life of the financing.

There are notable changes in the following Department's budgets year over year (more detail on each department follows later in this Budget Message):

Administration: The net year-over-year decrease is \$514,300, with the largest single decrease related to the 2022 General Election cost not in the FY 2023-24 budget. This is a bi-annual cost and appears and disappears from the budget every even and odd year, accordingly. There is also a \$105,000 reduction related to the "Community Promotion" division being moved to the new Public Affairs-Information Technology Department. The Administration Division sees a net reduction of \$196,700, primarily from the movement of Public Affairs staff to the new department.

Community Development: There is an overall net increase of \$136,750 in this Department. The Administration and Planning Divisions are increasing year-over-year by \$291,600, offset by a \$139,850 decrease in the Code Enforcement Division. Newly created and filled positions from FY 2022-23 are now being expensed for a full twelve-month period (i.e., Economic Development Manager, Sr. Management Analyst, Code Enforcement Officer [additional], Parking Control Officer [additional]). The offset (reduction) is from a more accurate projection of the twelve-month cost of the third-party parking enforcement contract.

Fire: The \$186,750 net increase from last year is spread across all divisions, with the largest increase in the Suppression Division (\$349,300), offset by decreases in Prevention (\$183,250) and Administration (\$52,700). There is an increase in salaries (\$534,500) related to updated MOUs (i.e., safety personnel) offset by decreases in various Maintenance and Operations



categories due to the one-time inclusion of supplemental budget items in FY 2022-23 that are not part of the proposed FY 2023-24 budget. For example, there were several vehicle purchases in the Administration and Prevention Divisions included in FY 2022-23 that are not part of the proposed FY 2023-24 budget.

Human Resources: The net decrease of \$613,800 is from the movement of the Information Technology Division to the new Public Affairs-Information Technology Department. The \$1.050 million decrease is offset by a \$435,900 increase in Human Resources. The primary reason for the increase is the filling of several vacancies in Human Resources part way through FY 2022-23: Analyst, Manager, Assistant Director and Principal Risk Officer. These positions are now being fully expensed in FY 2023-24 for twelve months. There is also a \$28,000 increase in Outside Contracts related to required COVID-19 testing, and an additional \$50,000 for anticipated legal services expenses.

Parks and Recreation: This department is seeing a year-over-year increase of \$1,029,850. The FY 2023-24 proposed budget is the second year since departments were re-organized and Park Maintenance and Facilities were moved to Public Works. The increase is primarily due to additional staffing (Part-Time) and supplies and equipment costs associated with the expansion of community programs such as the Farmer's Market, Night Market, 4th of July Celebration, Street Fest, Pet Vaccine Clinics, Utility Box Art and other special events and programs.

Police: The net increase in this Department of \$547,500 is primarily from the Patrol Division, offset by decreases in Support Services. As noted earlier in this Budget Message, City Council approval of MOUs in May 2022 increased base salaries. The impact of the movement of base salaries to market rate is reflected in the FY 2023-24 proposed budget, with regular salaries projected to be \$340,000 higher (5.0%) than the prior year. There is also a \$100,000 increase to overtime, as increased wages impact this expense category as well.

Public Works: There is a \$1,846,050 increase projected for FY 2023-24. The Streets, Facilities, and Building Divisions account for \$1.293 million of the total increase. The proposed budget includes the second year of Facilities, Building and Park Maintenance Divisions residing in Public Works – moved from Parks and Recreation and Community Development. The budgets for these operations have been updated and refined, and reflect the anticipated staffing, contract services, supplies and equipment needs required to maintain City parks, facilities, roads and other infrastructure. (It should be noted that the Public Works General Fund budget is separate from the Capital Improvement Program budget.)

Public Affairs-Information Technology: This new department has total appropriations of \$1,656,600. This is a slight increase over the prior year, taking into account these functions were part of the Administration and Human Resources Departments. As in prior years, this Department funds public information, social media and outreach efforts, and supports the provision of



information technology services to employees. A new position is being added to this Department to assist with Social Media management and response. The Senior Management Analyst will be tasked with monitoring the City's social media campaigns and ensuring residents are receiving the most up to date and accurate information.

Several supplemental requests are included in the FY 2023-24 proposed budget. Many of the supplemental items are one-time, or semi-recurring in nature, such as reconfigured office space, purchase of banquet chairs and tables for the Senior Center, patrol and detective bureau vehicles in Police, re-branding of City buses, etc.

The tables below provide a summary and detailed listing of the various supplemental items included in the proposed budget, separated by General Fund (\$188,400 in supplemental items) and non-General Fund items (\$1,911,850). There is a total of \$2,100,250 in supplemental requests included in the proposed budget:

DEPARTMENT	GENERAL FUND AMOUNT
COMMUNITY DEVELOPMENT	50,000
PARKS AND RECREATION	114,400
PUBLIC WORKS	4,000
FINANCE	20,000
	188,400
DEPARTMENT	OTHER FUND AMOUNT
POLICE	931,850
TRANSIT	980,000
	1,911,850
	2,100,250



DEPARTMENT	ACCOUNT	AMOUNT	DETAILED DESCRIPTION
COMMUNITY DEVELOPMENT			
	100-50-500-6083	20,000	Reconfigure office furniture with addition of new staff
	100-50-500-6040.60	15,000	Downtown corridor building (city-owned) maintenance
	100-50-500-6025	15,000	Economic development promotional videos and related material
		50,000	
FINANCE			
	100-40-400-6010.40	20,000	Tyler Cashiering cloud based software system
		20,000	
PARKS AND RECREATION			
	100-70-710-6000.40	13,000	Scorer's Table - Cathy Hensel Gym (basketball)
	100-70-710-6000.40	15,000	Banquest chairs and racks (Senior Center)
	100-70-710-6040.10; - 6000.20; -5000.20	30,000	Special events -- Mens and Womens Conference; staffing and related supplies and services
	100-70-710-6010.40	18,200	ActiveNet recreation program registration software
	100-70-710-6000.40	38,200	Special event equipment such as light towers, porta potties, generator, lighting system, etc.
		114,400	
POLICE			
	230-99-847-6082	656,850	Various vehicles for Patrol, Detective and Administration Divisions, replacing older vehicles (between 2014 and 2018)
	230-99-847-6010.40 / 6010.50	66,000	Laser Scanner for traffic and crime scenes to digitally recreate accident scene
	230-99-847-6010.40 / 6010.50	50,000	Interview room camera and audio; replacement of existing (out of date) system
	230-99-847-6010.50	84,000	Mobile Data Computers/Toughbooks - replacement of existing equipment
	230-99-847-6010.40	75,000	Geolitical Mapping System to assist with crime data analysis
		931,850	
PUBLIC WORKS			
	100-39-330-6010.40	4,000	BlueBeam software to assist with plan check reviews
		4,000	
TRANSIT			
	600-90-915-6010.10	50,000	Heavy-duty industrial scrubber
	600-90-915-6010.10	65,000	Integrated sweeper-scrubber
	600-90-915-6010.10	65,000	Ride-on sweeper
	600-90-915-6080.40	800,000	Rebranding/Wrapping MBL bus fleet
		980,000	

Of the \$2,100,250 in supplemental items included across all funds, \$1,898,050 is one-time in nature. In other words, they are capital type equipment and/or vehicles with relatively long useful lives (five or more years). While these items will need to be replaced eventually, the costs associated with acquisition do not need to be budgeted annually. The recurring items (i.e., special



event supplies, software licenses, etc.) total \$65,000 and will become permanently budgeted items going forward. There is an additional \$137,200 in semi-recurring items that have shorter “shelf-lives” than vehicles or other capital items, and budget will need to be provided for in subsequent budgets (but not annually).

As can be seen by the descriptions above, many of the supplemental items are necessary due to the former practice of delaying equipment and infrastructure repairs and upgrades – vehicle replacements, mobile data terminals, etc. The FY 2023-24 budget represents the fourth year of playing “catch up” with the myriad deferred equipment purchases. The majority of these supplemental equipment/vehicle items included in FY 2023-24 are for the Police Department: patrol vehicles, interview room camera and audio system replacement, mobile data terminal replacements, etc. However, every operating department continues to identify unmet needs and such items will continue to be included in subsequent budgets as funding is available.

The table below is the total amount of supplemental budget requests Departments submitted for FY 2023-24:

Department	Amount Requested
COMMUNITY DEVELOPMENT	84,000
FINANCE	20,000
FIRE	5,356,700
PARKS AND RECREATION	1,587,400
POLICE	3,774,000
PUBLIC WORKS	534,000
TRANSIT	980,000
	12,336,100

Only 17% of the total items requested (as calculated by dollar amount) have been included in the proposed FY 2023-24 budget. There are several reasons for not being able to include all requested items: available funding, likelihood of procurement during the fiscal year, and need for additional research and quotes. In addition, especially in Fire, there are existing and potential grant opportunities that would offset some of the supplemental budget requests. Finance will continue coordinating with each department to refine their supplemental requests and find appropriate funding sources that would not burden the General Fund.

Through these efforts, there are several items which will be brought back for City Council consideration in FY 2023-24: procurement of two Fire Engines, purchase of a wildland fire tender, upgrades to the City’s radio network, Police headquarters building refurbishments, etc. Staff will work with each Department on the procurement and funding process for those items not initially



included in the proposed budget. The City Council should expect to see future action items, especially those related to Fire Department equipment and apparatus.

Citywide and Department Highlights

The FY 2023-24 proposed budget includes various changes to individual Department budgets – adding staff and equipment, re-organizing divisions, the creation of a new Department etc. While basic services remain funded, there are enhancements in different key areas. The General Fund budget for all departments is \$72,687,450, a \$4,697,350 increase over the FY 2022-23 adopted budget. The ability to continue funding all basic services, while providing for some unmet and deferred needs, is predicated on a concerted effort to right-size the City’s budget coupled with improved revenue forecasts. The five-year budget development process created to assist in these efforts is in year four (see section above for a more detailed discussion), providing additional analysis and improvement efforts to better refine and balance ongoing expenditures against ongoing revenues.

The table below shows each Department’s proposed budget and the variance from last year’s adopted budget, as well as three years of actuals for comparison purposes:

	FY 2019-20 Actuals	FY 2020-21 Actuals	2021-22 Actuals	FY 2022-23 ADOPTED BUDGET	2023-24 PROPOSED BUDGET	Variance, FY 23-24 v. FY 22- 23
Administration	2,392,931	2,473,138	2,709,803	2,736,200	2,221,900	(514,300)
Community Development	1,612,140	1,752,274	2,375,062	2,602,450	2,739,200	136,750
Finance	2,227,568	2,201,468	2,684,390	2,648,900	3,082,650	433,750
Fire	15,114,996	15,310,306	15,625,500	16,887,400	17,074,150	186,750
Human Resources	1,239,180	1,742,602	2,172,884	2,298,300	1,684,500	(613,800)
Parks & Recreation	4,472,874	5,078,363	6,002,391	3,140,600	4,170,450	1,029,850
Police	19,223,841	18,916,427	19,317,618	19,611,000	20,158,500	547,500
Public Works	8,865,983	9,998,328	10,827,022	14,906,750	16,752,800	1,846,050
Public Affairs-Info Tech	-	-	-	-	1,656,600	1,656,600
Non-Departmental	4,625,043	11,912,014	5,352,367	3,158,500	3,146,700	(11,800)
	59,774,556	69,384,920	67,067,037	67,990,100	72,687,450	4,697,350

The paragraphs below provide a discussion of the major changes in each Department’s budget for FY 2023-24.

Administration and Elected

Overall, the budgets for elected officials (City Council, City Treasurer, and City Clerk) and Administration decreased a net \$514,300. As noted above, the largest single decrease is the expense related to the 2022 General Election not in the FY 2023-24 proposed budget, and movement of Public Affairs staff to the new department.



Appropriations have been included related to the City Council request to add funding for Sister Cities, Chamber of Commerce support, and the Sanchez Adobe (total of \$25,000 in additional appropriations for these four community groups). Also, \$15,000 has been included to install “smart boards” at City Hall to improve the City’s ability to provide updated messaging and posting of City Council and commission agendas.

As noted above, the Community Promotions Division, as well as salary and benefit costs for Public Affairs staff, have all been moved to the new Public Affairs- Information Technology Department.

Community Development

The Community Development Departments’ total budget of \$2,739,200 represents a \$136,750 increase over FY 2022-23. As discussed previously, several essential positions have been filled in the past year and are being expenses over a twelve-month period in the FY 2023-24 budget: Economic Development Manager, Code Enforcement Officer (additional), Parking Control Officer (additional) and Sr. Management Analyst.

There are three supplemental requests totaling \$50,000 in the Department’s FY 2023-24 budget. As part of the ongoing efforts to improve economic development efforts, \$15,000 has been added to create promotional videos and related marketing materials. There is \$15,000 included to improve downtown corridor maintenance of city-owned buildings. Also, with the addition of new staff, there is \$20,000 for reconfiguration of office space and furniture.

The Department has reduced the projected amount needed for third-party parking enforcement services based on the actual level of service needed. This rightsizing of the contract budget was primarily responsible for the \$139,850 decrease in the Code Enforcement Division’s budget.

Parks and Recreation

The Parks and Recreation budget of \$4,170,450 is increasing by \$1,029,850. The majority of this increase is directly attributable to the expansion of special events and programs over the past two fiscal years. Fiscal Year 2023-24 represents the second full year of Staff projecting expenses for special events such as the Farmers Market and Night Market, 4th of July, Summer Street Festival, Utility Box Art, etc.

Part-time salaries in the Recreation Division have increased \$195,300, with associated fringe benefit costs (FICA/Medicare, PERS, etc.) increasing \$42,000. Supplies (both non-durable and durable) are up approximately \$139,000. These increased Maintenance and Operations costs are associated with the need for additional supplies for the expansion of community events throughout the year.



As noted above, there are \$114,400 worth of supplemental requests included in the FY 2023-24 Department's General Fund budget. There is \$28,000 included to replace a basketball scorer's table at Cathy Hensel Park and purchase new banquet chairs, tables and racks for the Senior Center. There is also \$18,200 included for a software upgrade – ActiveNet recreation program. There is \$38,200 in new funding for special event equipment such as light towers, portable toilets, generators, lighting systems etc. Staff have determined that it is more cost effective to purchase some of this equipment vs. having to rent it for multiple events. Finally, responding to a City Council request, \$30,000 is included for youth conferences.

The Department also has a supplemental request for one (1.0) additional Community Services Coordinator. This position will assist with the additional special events, as well as perform typical duties for this position. The full year cost (fully burdened) for this position is approximately \$65,400. Given the lead time needed to recruit for this position, \$49,000 has been budgeted in FY 2023-24 – this amount assumes an incumbent serving for nine months in the fiscal year.

Police

The Police Department budget is \$20,158,500, a \$547,500 increase (2.8%) over the adopted FY 2022-23 budget. There are increases in the Administration, Patrol, Communications and Records Divisions. These increases are offset by year-over-year reductions in the Support Services and Investigative Services Divisions. None of the decreases impact service or staffing levels. As Staff gains a greater appreciation for spending patterns – in salaries and maintenance and operations – refinements to budgets can be made which better reflect actual expenses. This is yet another by-product of the research being done as part of the five-year budget development improvement process, and a tangible improvement in year four of this effort.

The majority of the increases come from salary changes due to recently approved MOUs and the operationalization of the classification and compensation study (as discussed above). The Patrol Division is impacted the most from the MOU adjustments, with full-time regular salaries increasing \$340,000 and overtime increasing \$100,000 vs. FY 2022-23. This Division also saw a slight increase in Durable Supplies to purchase equipment for new Police Officers (i.e., duty belt, etc.), bullet proof vest replacements, and the purchase of gas masks.

There are increases in both the Communications and Records Divisions (\$94,400 and \$102,700 respectively). Regular Salaries increased year-over-year in both Divisions with the anticipation that vacancies would be filled and staffing levels would remain stable. The Communications Division has had numerous vacancies over the past two fiscal years. In recent months vacancies have been filled and the anticipation is staffing would remain stable through the fiscal year. There is also additional funding for dispatch testing for new hires (Communications) and the purchase of new chairs (Records).



The Police Department budget includes \$931,850 in supplemental vehicle, equipment and software items. However, none of this is in the General Fund. Through the use of Asset Forfeiture funds, the Police Department will be able to acquire eleven new vehicles for patrol and detective use, replace outdated and aging equipment, and introduce the use of new software to assist with crime data analysis.

As part of the multi-year plan to address shortages in Police Officer staffing, four (4.0) additional Police Officer positions are being added to the proposed budget. This will increase the number of full-time equivalent (FTE) Police Officers from 32.0 to 36.0. The additional FTE will allow for increased recruitment in an effort to fill the current vacancies in the Department, and fill the various “special assignment” units.

Fire

The FY 2023-24 budget of \$17,074,150 represents a \$186,750 increase over the FY 2022-23 adopted budget, a 1.1% year-over-year increase. There are increases in the Suppression and Communications Divisions (\$349,300 and \$73,700 respectively), offset by decreases in the Prevention and Administration Divisions of \$183,250 and \$52,700.

Regular Salaries in the Suppression Division are forecasted to be \$534,500 higher than FY 2022-23. As noted previously in this Budget Message, recently approved MOUs increased base salaries as well as wage-based items such as longevity pay and EMT and Paramedic certification pay. These adjustments to sworn safety personnel wages and wage dependent benefits contribute to the year-over-year increase. In addition, there is an assumption that vacancies in the sworn ranks will be filled, and staffing will stabilize over the fiscal year.

The Department submitted numerous Maintenance and Operations supplemental requests across all divisions, encompassing new/replacement equipment, new professional services, replacement vehicles (Fire Engines), upgrades to radio communications equipment, etc. The more than \$3.0 million in M&O requests are not in the proposed budget. However, many of the requests require a long procurement lead time, including getting quotes, seeking City Council approval, etc.

For example, the Department will need to replace two of its Fire Engines. Last fiscal year, the City Council approved the purchase of a Fire Truck. Not only did the quote, specification and approval process take more than six months, but the delivery time for the truck is two plus years. Since large apparatus purchases such as this are financed, there is no need to include appropriations in the FY 2023-24 budget. Finance will coordinate with Fire staff to begin the procurement process for the two engines and subsequent City Council action will eventually be needed. At the time the Engines are delivered, and finance payments begin, then funding will be placed in the appropriate fiscal year's budget.



The Fire Department also has three active (current) grants that may be utilized for some of the firefighting equipment requested through the supplemental budget process. Finance is working with Fire to determine what can be purchased with the grants, and supplemental requested items will be funded accordingly. It should be noted that these three grants have already received City Council approval, and funds have been appropriated.

Finally, Fire is working to acquire grant funding for its Communications Division needs. There are many radio-related equipment needs on the supplemental request list that would be funded with the grant. At this point in time, it is prudent to wait for the outcome of that process before committing General Fund appropriations, especially since some of the equipment requires subsequent City Council approval and has a long lead time for procurement.

The Department is also proposing to add 4.0 FTE: two (2.0) Fire Battalion Chiefs (one to oversee Training and one to serve as the Emergency Medical System [EMS] manager), one (1.0) additional Social Work Supervisor and one (1.0) additional Field Response Case Coordinator to assist with MCAP services. The two latter positions would be funded completely by the Cal-ICH Encampment Grant. This \$1.168 million award would create a second MCAP team focused on river encampments. This grant has already been approved by the City Council.

Public Works

The FY 2022-23 budget placed a greater focus on the Public Works Department, as the newly re-organized Department sought to tackle various “community beautification” efforts. Last year’s budget saw the completion of the movement of Park Maintenance and Facilities Maintenance from Parks and Recreation and Building from Community Development. Furthermore, the Sewer Maintenance and Stormwater Divisions were more accurately budgeted, reflecting updated needs in these two important areas.

The effort at refining and right-sizing the Public Works budget continues in FY 2023-24, increasing funding year-over-year by \$1,846,050 to \$16,752,800. The Streets, Engineering, Facilities, Building and Park Maintenance Divisions are all increasing from the prior year. It should be noted that none of this funding is related to Capital Improvement Program (CIP) projects. The section following provides an overview and description of the City’s CIP projects and funding levels for FY 2023-24.

There is a \$150,000 increase in the Engineering Division related to professional engineering services expenses budgeted to support the newly revived and expanded Traffic Commission. These professional services will provide a traffic engineer to provide the necessary technical expertise and support to the Commission.

In the Facilities Division, there is \$100,000 in additional funds for various trades related contracts: electrical, plumbing, elevator maintenance, locksmith service, etc. The City’s aging facilities



require more regular maintenance, and the use of on-call trades services has increased over the last several years. The City's janitorial needs have also increased as more special events are held (see Parks and Recreation Department overview). Recent City Council action amended the agreement with the City's janitorial service, and staff plan to issue a Request for Proposals (RFP) in FY 2023-24 as the original scope of work has changed since the contract was awarded.

The Building Division has additional funding for plan check services. However, a portion of the additional contract costs are offset by the revenue generated by plan checks. The agreement shares a portion of plan check revenue generated with the engineering firm. Therefore, as plan check activity increases, so does revenue generated, helping to offset total contract costs. Utilizing a consultant engineering firm for these services allows the City to respond in real-time to changing plan check needs – scaling up and down as necessary based on overall demand.

Finally, Park Maintenance has a net increase of \$136,900. There are increases for fertilizer and landscape services, offset by decreases in certain fringe benefit areas based on prior year trends (i.e., health insurance, PERS, etc.).

One position is being added to the Department: a full-time Traffic Engineer. The plan is to utilize third-party traffic engineering services to support the Traffic Commission while recruitment for this position is underway. Funding will then be transferred from professional services to salary and benefits once the position is filled.

Transit

The largest enterprise fund -- as measured by total expenditure and revenue appropriations -- is Transit, Fund 600 (Montebello Bus Lines). This fund accounts for the various sources (Metro Transit revenue, Federal Transit Administration, etc.) and uses of funds (salaries, maintenance, equipment purchases, etc.) that are utilized to fund daily bus operations. The FY 2023-24 proposed Transit budget -- excluding grants (Fund 270) and Senate Bill 1 (SB 1) State of Good Repair funding (Fund 202) -- includes \$38.395 million in expenditures (an increase of \$2.890 million over FY 2022-23) balanced against \$39.374 million in revenue (a \$978,450 projected surplus).

It should be noted that certain Transit-specific American Rescue Plan Act (ARPA) funds remain available for Transit operations and will be claimed as allowed expenses are incurred. This additional revenue has not been added to the projected FY 2023-24 budget. However, once recognized, revenue for FY 2023-24 will come in higher than the current projection. (For example, a portion of this "pandemic era" funding was used to offset salary and benefit expenses in FY 2021-22 and FY 2022-23.)

The table below provides an overview of actual expenditures and budgets from FY 2019-20 through the proposed FY 2023-24 budget, by Division:



	2019-20 Actual	2020-21 Actual	2021-22 Adopted Budget	2021-22 Actual	2022-23 Adopted Budget	2023-24 PROPOSED BUDGET	Variance
Transit Administration	7,305,313	8,756,403	9,956,050	8,220,863	11,232,950	10,515,450	(717,500)
Transit Operations	15,099,785	12,767,317	15,812,600	10,127,833	16,116,400	17,166,600	1,050,200
Metrolink Station	258,961	251,620	291,200	87,695	78,300	98,300	20,000
Corporate Shops	6,313,097	6,092,372	7,642,250	4,569,542	7,465,800	10,111,000	2,645,200
Capital Projects	1,787,852	2,933,748	-	2,831,676	-	-	-
Prop C 5% Security	455,357	252,536	555,800	274,019	591,200	483,700	(107,500)
Bus Advertising	62,717	72,500	60,000	13,869	20,000	20,000	-
SYEP	8,035	-	-	-	-	-	-
Non-Departmental	380,252	8,562	-	-	-	-	-
COVID-19 Response	-	9,493,676	-	-	-	-	-
	31,671,369	40,628,734	34,317,900	26,125,497	35,504,650	38,395,050	2,890,400

The Administration Division projects a decrease in full-time salaries. There are some vacancies at the management level which will remain into FY 2023-24, resulting in a lower budget when compared to the prior year. There has also been a re-organization of classifications, as certain obsolete job titles are eliminated and replaced (i.e., Grant and Project Administrator for Sr. Management Analyst).

The Operations Division will see an increase of \$1.050 million from the addition of full-time Bus Operators and the filling of vacancies coupled with higher fuel costs. In recent years, the number of Bus Operator positions approved has increased from 105.0 full-time equivalents (FTE) in FY 2020-21, to 120.0 FTE in FY 2021-22 to 150.0 FTE in FY 2022-23. In addition, a hiring incentive program was initiated in FY 2022-23 in an effort to fill the myriad vacancies in this job classification. As hiring efforts have been successful, full-time salary and benefits budgets will increase in FY 2023-24 vs the prior year.

The Corporate Shop Division will see a \$2.645 million increase vs. last year. There are two supplemental items added to the FY 2023-24 budget: \$800,000 for “bus wraps” that will complete the rebranding of the Montebello Bus Lines fleet; and \$180,000 to purchase a heavy-duty scrubber and a ride-on sweeper. There is also an increase in salaries and benefits as vacancies in this Division are filled.

In addition to the operating budget found in Fund 600, capital and equipment projects and purchases are also funded through grants and state funding. Additional details can be found in the budget book on Transit Grant expenditures (Fund 270) and SB1/SGR projects (Fund 202).

There are changes to Transit's table of organization. These changes actually lead to a net decrease of one (1.0) FTE in the Department. The Public Information Officer position is being accounted for (more appropriately) under the new Public Affairs-Information Technology Department, and two vacant positions are being eliminated since their classifications are obsolete – Grants and Project Administrator and Sr. Procurement Analyst. Also, Transit Dispatch



Supervisor is being reduced from 15.0 to 13.0 FTE – with no impact to service or staff since there are vacancies in that classification. The additions to staffing are summarized below:

Position	Explanation
Fleet Services Supervisor	Additional position needed to support a two-shift schedule. Currently the department is budgeted for one position, however Fleet Service Workers are scheduled to a AM shift and a PM shift.
Sr. Management Analyst	Two vacant classifications eliminated (Grants and Project Administrator and Sr. Procurement Analyst), net change is zero
Management Analyst	Additional position requested in Administration to support Sr. Management staff specifically with Grants Management and Reporting.
Body Shop Mechanic	Additional position needed for the body shop maintenance of bus fleet (66). Currently the department is budgeted for one (1) Body Shop Mechanic.
Storekeeper	Transit is currently budgeted for three (3) Storekeeper positions. One is filled, and there are two vacancies. A fourth position is requested to be able to support a two-shift schedule: (2) staff in the AM shift and (2) staff in the PM shift.

These changes to the table of organization will help Transit operate more efficiently and provide improved supervision for Montebello Bus Line's twenty-hour per day operations. Moreover, additional oversight of the millions of dollars in grant awards will be provided by these organizational updates.

Capital Improvement Program

The proposed CIP budget for FY 2023-24 includes a mixture of new appropriations and carryover of previously appropriated but not yet spent funds. The total (estimated) CIP budget for FY 2023-24 is \$37.363 million. This amount is comprised of \$14.258 million in new appropriations and \$23.105 million in (estimated) carryover funds. It should be noted that the final carryover amounts will not be known until after year-end close (June 30, 2023). As was done in prior fiscal years, subsequent City Council action will be requested to appropriate the carryover amounts.

In addition, there will be some remaining uncommitted funds in certain funds that could be used for new capital projects (those not included in the current CIP project list) or for expanding approved projects if necessary. In other words, available fund balance exists that has not been committed to a particular project – either with previous budgets or with the FY 2023-24 proposed budget. The Director of Public Works will work with staff and the City Council to determine potential priority projects to which these unprogrammed funds can be obligated. Subsequent City Council action would appropriate the unprogrammed funds depending on decisions made about new or expanded CIP projects.



The \$37.363 million CIP budget utilizes funding from Gas Tax, Metro Local Return Funds (i.e., Proposition C, Measure R, etc.), Measure W (Los Angeles County stormwater fee), Paving the Way Bond Proceeds, and Federal grants (i.e., HSIPL) for a host of various projects. A separate CIP document providing a more detailed description of each project will be made available subsequent to this Budget Message and prior to budget adoption.

The following paragraphs will provide highlights and other information about the City's FY 2023-24 capital improvement program. The table below provides a high-level overview of CIP appropriations by fund:

Fund Description	Fund Number	New Appropriations - FY 23-24	Carryover Appropriations*	Total Funding:
Gas Tax	200	2,205,000	755,886	2,960,886
Proposition A	210	3,050,000	5,019,474	8,069,474
Proposition C	215	2,424,011	1,271,928	3,695,939
Measure M	222	2,599,300	200,000	2,799,300
Measure R	220	2,021,900	85,000	2,106,900
Measure W	229	758,106	-	758,106
SB1/RMRA	201	1,100,000	-	1,100,000
TDA-3	223	100,000	-	100,000
HSIPL	Grant (265)	-	843,449	843,449
SSARP	Grant (265)	-	-	-
Prop C - Paving the Way	215	-	11,174,596	11,174,596
Meas M - Paving the Way	222	-	2,098,279	2,098,279
Meas R - Paving the Way	220	-	1,656,429	1,656,429
		14,258,317	23,105,041	37,363,358
*These amounts are estimates; actual amounts will not be known until after June 30, 2023. Subsequent City Council action will follow to re-appropriate carryover funds for applicable CIP projects.				

There are several new projects as well as existing projects having their budget increased, proposed in the FY 2023-24 CIP, in different stages of planning: engineering studies/analysis, design, construction, maintenance and administrative/contractual agreements.

- The Garfield Avenue/Via Campo intersection project would have an additional \$700,000 in Proposition A funding added to the existing carryover budget of \$1.019 million. This project is aimed at adding a bus turnout at this location, helping to alleviate traffic backups and other issues.
- As part of the Golf Course Renovation and Topgolf projects, design work needs to be completed for a (new) entry road off Via San Clemente (\$1.750 million) that provides access to the Topgolf facility



- Design and construction work for Plaza Drive would commit \$784,000 in Proposition C funds for this project in the northeast corner of the City
- The City has an annual street resurfacing program, encompassing “grind and overlay,” “slurry seal,” “reconstruction,” and “HYRAP” work, depending on the condition of the street. These annual projects will have \$3.496 million committed to them in FY 2023-24 from Measure M, Measure R, SB1/RMRA and TDA-3 funds
- Regular maintenance such as replacing signs, maintaining traffic signals, striping, and other related work will be funded utilizing State Gas Tax funds (\$805,000)

The City will also continue utilizing the remaining Paving the Way bond funds (\$14.929 million) to repair and pave streets throughout Montebello. Additional details and plans will be provided at subsequent City Council meetings. One major project on the near horizon is using Proposition C Paving the Way bond proceeds to pave and complete related work on Montebello Blvd., from Los Angeles Street north to Lincoln Avenue.

As discussed earlier in this Budget Message, staff have improved cost allocation methods, and will be utilizing the maximum amount allowed per Metro Local Return Fund guidelines to offset administrative costs. Public Works staff and consultants conducting engineering, planning and related work charge their time to Proposition A, Proposition C, Measure M and Measure R on an “hours worked” basis. This allocation of time relieves the General Fund of these expenses, allowing for additional budget capacity.

Conclusion

The Fiscal Year 2023-24 budget is being prepared under promising, yet tempered, conditions as the economic and social impacts of the global pandemic continue to wane since the spring of 2020. The entire \$211.425 million all-funds spending plan provides appropriations across the full range of services that Montebello provides: fire, police, transit, public works, community services, planning, building, code enforcement, information technology, financial planning, homeless outreach, street improvements, recruitment, and so forth. There will be \$208.910 million in revenue from various sources to fund the myriad expenditures across all operations.

This budget provides expansion of certain services and programs, while continuing the process of modified zero-based budgeting that will place Montebello on sound financial footing. It represents the fourth year of a five-year plan designed to achieve fiscal sustainability and create a culture of fiscal responsibility throughout the organization. Right sizing the budget by re-evaluating prior methods by which budgets were built will continue, providing for funding where appropriate while ensuring the City lives within its means and manages public funds responsibly and transparently while meeting the needs of residents and responding to City Council strategic goals.



The myriad accomplishments of the past year, and the projects and programs planned and funded in the FY 2023-24 budget will help Montebello in its second century of incorporation. The efforts and positive strides forward will ensure the next 100 years see more successes and keep Montebello progressing forward.



ITEM # 9

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: APPROVE TASK NO. 5 UNDER MASTER RETAINER AGREEMENT NO. 3999 WITH MARK THOMAS & COMPANY, INC. FOR ENGINEERING DESIGN SERVICES FOR THE PAVING THE WAY PROGRAM PROJECT – MONTEBELLO BOULEVARD FROM WEST LOS ANGELES AVENUE TO LINCOLN AVENUE (C.P. NO.888)

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Task Order No. 5 via an Engagement Letter under Master Retainer Agreement No. 3999 with Mark Thomas for Engineering Design Services for a fee not-to exceed \$282,008 (The design fee is reduced to \$175,816 with the elimination of the landscaped medians); and
2. Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City issued \$25 million in bonds in December 2019, with all bond proceeds utilized to pay for a citywide street repair and paving project (Paving the Way). Debt service related to issuance of the bonds is paid for utilizing local return fund (LRF) appropriations from Measure M, Measure R and Proposition C. This specific project will be funded by using bond proceeds backed by Proposition C. Sufficient bond proceeds backed by Proposition C are available to pay for the recommended services in the amount not-to-exceed \$282,008. No budget amendments are necessary at this time. This project will be included in the Fiscal Year 2023-24 Capital Improvement Program (CIP) budget.

BACKGROUND/DISCUSSION:

Architectural and Engineering Services

On June 22, 2022, the City Council approved Master Retainer Agreement No. 3999 with Mark Thomas for on-call engineer design services. Mark Thomas was one of the three companies selected from the On-call Architectural and Engineering Design Services Bench List in response to RFP No. 22-8, a qualification-based selection. The recommended engagement letter is Task No. 5 for Mark Thomas. Attachment A, Engagement Letter contains details about the scope of services and the project fee. The total fee was negotiated on an estimated hourly basis, based on the staff that will be working on the project.

Montebello Boulevard from West Los Angeles Avenue to Lincoln Avenue is one of the arterials that is part of the Paving the Way Program. The project includes the repair/or replacement of damaged pavement, pedestrian ramps, driveway approaches, curb and gutter, sidewalks, and specific spots of asphalt that need to be repaired prior to a full grind-and-overlay of the asphalt surface. The project will also add raised medians at various locations with landscaping matching the recently completed Montebello Boulevard improvements north of Lincoln Avenue. The engineering design services fee was negotiated at an estimated fee not-to-exceed \$282,008. Alternatively, a reduced design fee of \$175,816 is proposed if landscaped medians are eliminated from the project.

The recommended Professional Engineering Design Services agreement with Mark Thomas will provide engineering design services to complete the design of the Montebello Boulevard from West Los Angeles Avenue to Lincoln Avenue Project.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon approval of the recommended actions, staff will execute the Engagement Letter with Mark Thomas & Company, Inc. and coordinate the completion of the design for the Project.

ATTACHMENT(S)

1. Attachment A- Engagement Letter Task No. 5

NEXT STEPS:

N/A



Date: 5/24/2023

**ENGAGEMENT LETTER
FOR
CONSULTANT SERVICES**

PROJECT/SERVICES: Paving the Way Program – Montebello Boulevard from Los Angeles Avenue to Lincoln Avenue
MASTER RETAINER AGREEMENT NO. 3999
TASK NO. 05

The purpose of this Engagement Letter is to allow the City of Montebello (the “City”) to engage Mark Thomas. (the “Consultant”) to provide Engineering Design services for the Paving The Way Program for Montebello Boulevard from Los Angeles Avenue to Lincoln Avenue (the “Services” or “Project”) pursuant to those terms and conditions outlined in the draft Master Retainer Agreement (Agreement No. 3999) approved by the City Council on June 22, 2022, 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 fee of Two Hundred and Eighty-Two Thousand Eight Dollars (\$282,008), without prior written approval by the City. The charges and hourly rates shall not exceed those stated and in effect when the draft Master Retainer Agreement was approved on June 22, 2022 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")

MARK THOMAS
(the "Consultant")

By: _____
Arlene Salazar, Assistant City Manager

By: _____

ATTEST:

Christopher Jimenez,
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENTS:

1. Exhibit A – Scope of Services
2. Exhibit B – Fee Schedule



January 25, 2023

Rita Montalvo, PE
Assistant Public Works Director
City of Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

RE: Paving The Way Program (Montebello Blvd from Los Angeles Avenue to Lincoln Avenue)

Dear Rita:

We are pleased to submit our scope of services and fee proposal to provide engineering services for the Paving The Way Program Project for Montebello Boulevard from Los Angeles Avenue to Lincoln Avenue. The following scope, fee and schedule are based upon the review of the 90% construction plans prepared by Infrastructure Engineers, topographic survey exhibits prepared by OnPoint Land Surveying, geotechnical report prepared by P.A. & Associates, and proposed median exhibits prepared by the City.

Mark Thomas will assume the responsibility and associated liability for stamping and signing of the project plans, thus requiring due diligence in ensuring the intent and accuracy of the previously prepared plans. With the lack of CAD files, we will rebuild the plan set, using the prior design as the starting point. Our team will conduct a field review to verify all field elements and site conditions are adequately represented on the plans. Additionally, we will prepare the necessary details of the curb ramps to facilitate construction and reduce contractor change orders.

The raised landscaped median is a new element to the proposed project that significantly impacts the existing plans as prepared. The project plan preparation will be altered to include the median layout and top of median curb profiles. Additionally, supplemental survey will be required.

Scope of Work

1. Design Development

1.1 Project Management

Project Administration

We will perform project administration. The tasks will include documentation, meeting management, budget tracking, scheduling, project task tracking, etc. to help the project stay on track.

Meetings (4)

A kickoff meeting will be held with the appropriate team members to establish the key contacts, design directives protocol, discuss issues, confirm objectives and schedule of deliverables.



Preliminary design (35% Design), 90% design, and final design comment review meetings will be held with the appropriate team members to review city comments, discuss design issues, and develop the project's PS&E.

1.2 Research and Investigation

Site Investigation

We will field walk site and inventory existing asphalt concrete condition, severe distress and deteriorated asphalt concrete areas, ADA and non-ADA curb ramps, broken concrete (curb, gutter, sidewalk, and driveway), visible utility, topography, drainage, and other notable features to consider in engineering design. Additionally, We will generate field notes and photograph log of the field walk.

Research and Obtain Record Maps and As-builts

We will obtain available research and as-builts from the City including R/W maps, roadway plans, utility plans, signing and striping plans, etc.

1.3 Project Survey

Topographic Survey Review

We will review the topographic survey, survey base map and data provided by the City's hired consultant, OnPoint Land Surveying Inc. (On Point), and compare the survey data with the collected data from our field investigation.

Supplemental Design Survey

OnPoint will perform a topographic survey on the painted lane lines at 25' intervals and shots on pavement adjacent to the proposed raised medians. OnPoint will also perform supplement survey at curb returns to facilitate curb ramp design and/or reflect a new ramp built after the original topo. On Point will provide updated topographic survey in AutoCAD format and updated project-wide DTM.

1.4 Utility Coordination

We will verify all utility owners and contacts within the project limits using Underground Search Alert. We will generate Introductory Letters/Records Requests, Utility Letter A, on City letterhead and request utility as-builts. Follow-ups with each utility owners will occur to verify the existence of any utilities and to secure available records and as-built information. We will prepare a utility base map by adding the verified utilities from the records and as-builts.

We will prepare and send Utility B and C letters to utility owners. Utility B letter will be the Relocation Claim Letter with Utility Conflict Sheets after the 35% submittal. Utility C letter will be the Notice to Owners Letters after the 90% submittal to appropriate utility owners. Coordination will include preparation of a Utility Matrix that will capture all utility owner contact information and document correspondence/communication with utility owners throughout the project duration.



1.5 Conceptual Plans

Median Layout Plans

We will prepare conceptual median layout plans for City's review and confirmation on the raised median configuration and associated improvements before proceeding to the 90% submittal. The plans (5 sheets) will be at a 1"=20' scale and include proposed raised median and typical sections.

Landscape Concept Plans

Mark Thomas will prepare an overall landscape improvement plan at 1"=40' (black and white) illustrating proposed irrigation points of connection, controller locations, and areas to receive irrigation, planting, and paving will be shown. An irrigation equipment list will be included for the City's maintenance personnel to review.

Separately, an enlargement plan of a 200ft segment of median will be developed to illustrate the proposed typical layout of trees, shrubs, and groundcovers for the medians. Plan will be 1"=20', color rendered, and will include a plant list and plant images.

Irrigation will be provided from new point of connections. Water main and electrical services are assumed to be available for these connections. No stormwater treatment, sidewalk design, parkway strip planting/irrigation, gateway signage, monuments, or median lighting are anticipated in the scope.

2. PS&E Development

2.1 65% Planting and Irrigation Plans (8 Sheets) and Cost Estimate

65% Planting and Irrigation plans will be prepared as an interim submittal to incorporate the approved irrigation/planting materials from the Conceptual Plans. The submittal will include planting plans (4 sheets) and irrigation plans (4 sheets) in scale 1"=20'. Besides showing the placements of trees, shrubs, groundcovers, and irrigation point of connections, controller, water meter, irrigation mainlines, conduit and sleeves, the proposed patterns and materials of median pavement within the back of curb, such as median nose and maintenance strip, will be included in these plans. A cost estimate will be prepared to accompany the Plans.

2.2 Project Plans (32 Sheets, 90%, Final Submittals)

We will develop the following improvement plans for the 90% and Final Submittals:

- Title Sheet (1)
- General Notes (1)
- Typical Sections & Construction Notes (1)
- Plan and Profile (10) – 1"=20'
- Curb Ramp & Driveway Detail Sheets (2) (9 curb ramps) – 1"=10'
- Signing and Striping Plans (3) - 1"=40'
- Irrigation and Planting Sheets (8) – 1"=20'
- Irrigation Detail Sheets (3)
- Planting Detail Sheets (2)



2.3 Specifications

We will prepare specifications packages using the latest APWA Greenbook 2021 and consistent with current City format. We anticipate the City will provide the boilerplate contract documents to be included in the specifications package. We will work with the City on assembling the entire contract document package.

2.4 Quantities & Estimates

Quantities will be generated using Bluebeam on a sheet-by-sheet basis. A cost estimate will be prepared to provide an engineer's estimate as a basis for the design. The estimate will show quantities and unit prices for each work item along with appropriate mobilization and contingency costs. We will research the latest unit prices available and consult with the City on specific prices and use our own information from other recent bids as available to ensure the unit prices are current.

2.5 Bidding Support

We will provide assistance, as required, to the City during bidding of the project. The work may include answering questions from prospective bidders (up to 5), assisting the City in the preparation of addenda to the PS&E during the advertisement period (up to 1), providing consultation and interpretation of the construction documents.

2.6 Construction Support

We will provide assistance, as required, to the City during construction of the project. The work may include reviewing cost proposal from contractors and making recommendations, review construction materials submittals (up to 5), conducting job walk (up to 1 day), and responding to RFIs (up to 5). We will prepare as-built plans to show the changes made to the construction plans during construction.

Schedule

Work will be completed within 5 months from Notice to Proceed, including 3-week City review periods at the milestone submittals.

Budget

We have prepared a fee estimate for these services, as detailed on the attached form. The total estimated cost is \$282,008.

Should you have any questions or concerns, please do not hesitate to contact me at (714) 815-5222 or through email at psomerville@markthomas.com.

Sincerely,

MARK THOMAS



Pat Somerville, PE
Project Manager



COST PROPOSAL FOR PROJECT SCOPE: Montebello - Paving The Way Program (Montebello Blvd from Los Angeles Avenue to Lincoln Avenue)

															Subconsultants		TOTAL COST
	Sr. Engineering Manager \$361	Project Manager \$204	Sr. Project Engineer \$177	Project Engineer \$157	Design Engineer II \$135	Design Engineer I \$110	LAUD Division Manager \$246	LAUD Project Manager \$201	Landscape Architect \$141	Landscape Designer II \$111	Sr. Project Accountant \$176	Sr. Project Coordinator \$138	Total Hours	Total MT Cost	On Point Land Surveying, Inc.	Sub Mark-Up 5%	
1.0 Design Development																	
1.1 Project Management																	
Project Administration	8	4		4			4				6	14	40	\$8,304	-	\$0	\$8,304
Meetings (4 Including Kickoff)	8	8		8			6		6				36	\$8,098	-	\$0	\$8,098
1.2 Research and Investigation																	
Site Investigation	4	8		8	8				6	6			40	\$6,924	-	\$0	\$6,924
Research and Obtain Record Maps and As-builts				4	4				2				10	\$1,450	-	\$0	\$1,450
1.3 Project Survey																	
Topographic Survey Review				4	4								8	\$1,168	-	\$0	\$1,168
Supplemental Design Survey				4	4								8	\$1,168	3,600	\$180	\$4,948
1.4 Utility Coordination																	
Utility A/B/C Letters, Utility Base Map, and Coordination	2	4		24	24	40							94	\$12,946	-	\$0	\$12,946
1.5 Conceptual Plans																	
Conceptual Median Layout Plans	4	8	16		60								88	\$14,008	-	\$0	\$14,008
Conceptual Irrigation Connection Plan and Plant List (2)							4		16	40			60	\$7,680	-	\$0	\$7,680
													0	\$0	-	\$0	\$0
Subtotal Phase 1	26	32	16	56	104	40	14	0	30	46	6	14	384	\$61,746	\$3,600	\$180	\$65,526
2.0 PS&E Development																	
2.1 65% Planting and Irrigation Plans (8) and Cost Estimate									20	64			84	\$9,924	-	\$0	\$9,924
2.2 Project Plans (90% & Final)																	
Title Sheet(1)		2		8		20							30	\$3,864	-	\$0	\$3,864
Construction Notes (1)		2		8		20							30	\$3,864	-	\$0	\$3,864
Typical Sections (1)	1	2		12		30							45	\$5,953	-	\$0	\$5,953
Plan and Profile (10) 1"=20'	8	16		80	120	200							424	\$56,912	-	\$0	\$56,912
Curb Ramp Detail Sheet (2) 1"=10'	2	4		24	64	100							194	\$24,946	-	\$0	\$24,946
Signing and Striping Plans (3) 1"=40'	1	2		24		80							107	\$13,337	-	\$0	\$13,337
Irrigation and Planting Sheet (8) 1"=20'									40	120			160	\$18,960	-	\$0	\$18,960
Irrigation Detail Sheet (3)									8	20			28	\$3,348	-	\$0	\$3,348
Planting Detail Sheet (2)									8	16			24	\$2,904	-	\$0	\$2,904
2.3 Specifications	8	32		32					16				88	\$16,696	-	\$0	\$16,696
2.4 Quantity & Estimate	8	40		40	24				2	14			128	\$22,404	-	\$0	\$22,404
Quality Control (Tasks 2.2-2.4)	16		40				8		4				68	\$15,388	-	\$0	\$15,388
2.5 Bidding Support	2	4		6		12			4	8			36	\$5,252	-	\$0	\$5,252
2.6 Construction Support	2	8		24		24			12	16			86	\$12,230	-	\$0	\$12,230
													0	\$0	-	\$0	\$0
Subtotal Phase 2	48	112	40	258	208	486	8	0	114	258	0	0	1532	\$215,982	\$0	\$0	\$215,982
TOTAL HOURS	74	144	56	314	312	526	22	0	144	304	6	14	1916				
OTHER DIRECT COSTS														\$500	\$0		\$500
TOTAL COST	\$26,714	\$29,376	\$9,912	\$49,298	\$42,120	\$57,860	\$5,412	\$0	\$20,304	\$33,744	\$1,056	\$1,932		\$278,228	\$3,600	\$180	\$282,008

EXHIBIT A
Mark Thomas & Company, Inc. Rate Schedule

Expires June 30, 2023*

HOURLY CHARGE RATE RANGES
Engineering Services

Intern	\$47 - \$86
Technician	\$65 - \$130
Planner I	\$77 - \$110
Design Engineer I	\$91 - \$138
Planner II	\$100 - \$130
Sr. Technician	\$112 - \$172
Design Engineer II	\$118 - \$161
Project Engineer	\$139 - \$182
Sr. Project Engineer	\$150 - \$216
Sr. Technical Engineer	\$150 - \$216
Project Manager	\$180 - \$244
Technical Lead	\$180 - \$244
Sr. Project Manager	\$209 - \$313
Sr. Technical Lead	\$200 - \$313
Engineering Manager	\$265 - \$360
Practice Area Leader	\$265 - \$360
Sr. Engineering Manager	\$295 - \$429
Principal	\$380 - \$478

Survey Services

Survey Intern	\$59 - \$103
Survey Technician	\$77 - \$120
Sr. Survey Technician	\$88 - \$172
Surveyor	\$106 - \$155
Sr. Surveyor	\$121 - \$182
Lead Survey Technician	\$118 - \$207
Project Surveyor	\$147 - \$207
Sr. Project Surveyor	\$162 - \$224
Survey Manager	\$177 - \$258
Sr. Survey Manager	\$203 - \$282
Survey Division Manager	\$265 - \$378
** Single Chief	\$144 - \$207
** Single Instrumentman	\$137 - \$182
** Single Chainman	\$129 - \$179
** Apprentice	\$64 - \$152
** 1 Person Field Crew	\$144 - \$207
** 2 Person Field Crew	\$273 - \$412
** 3 Person Field Crew	\$337 - \$591

Construction Management Services

Office Technician	\$59 - \$103
Office Engineer	\$103 - \$207
** Asst. Resident Engineer	\$147 - \$283
** Inspector - CM	\$147 - \$283
RE/Structural Representative	\$192 - \$343
Project Manager - CM	\$192 - \$310
Sr. Project Manager - CM	\$206 - \$343
Area Manager - CM	\$289 - \$447
Division Manager - CM	\$265 - \$343

Project Support/Coordination Services

Project Assistant	\$65 - \$103
Technical Writer	\$62 - \$110
Sr. Project Assistant	\$91 - \$130
Project Coordinator	\$88 - \$138
Graphic Designer	\$94 - \$155
Sr. Technical Writer	\$94 - \$169
Project Accountant	\$94 - \$155
Sr. Project Coordinator	\$118 - \$165
Sr. Graphic Designer	\$106 - \$189
Sr. Project Accountant	\$147 - \$213
Sr. Graphic Manager	\$133 - \$207

District Management Services

** Inspector - Apprentice	\$62 - \$100
** Inspector	\$91 - \$134
** Sr. Inspector	\$115 - \$158
Assistant Sanitary Engineer	\$130 - \$175
Associate Sanitary Engineer	\$144 - \$207
Sanitary Project Engineer	\$144 - \$237
Sr. Sanitary Project Engineer	\$183 - \$282
Operations Manager	\$209 - \$313
Deputy District Manager	\$259 - \$337
District Manager-Engineer	\$289 - \$357

Urban Planning/Landscape Architecture Services

Landscape Intern	\$44 - \$86
Landscape Designer I	\$77 - \$110
Landscape Designer II	\$100 - \$130
Landscape Architect	\$103 - \$189
LAUD Project Manager	\$174 - \$237
Sr. LAUD Project Manager	\$206 - \$268
LAUD Division Manager	\$230 - \$271
Sr. LAUD Division Manager	\$242 - \$302

Grant Writing Services

Funding Specialist	\$140 - \$148
Sr. Funding Specialist	\$170 - \$180

Special Services

Expert Witness	\$440 - \$466
Strategic Consulting	\$440 - \$466

Note: Additional Promotional Steps Exist within Various Rate Categories
OTHER DIRECT COSTS
Reimbursables including, but not limited to:

Reproductions, Delivery and Filing Fees	Cost Plus 5%	Outside Consultant Fees	Cost Plus 5%
Mileage	Per IRS Rate	Survey Field Expenses	Cost Plus 5%

**Rates subject to escalation with new hourly rate schedule as of July 1, 2023*
***These charge rates are subject to Prevailing Wage laws and Union contract.*

Rate Schedule

Labor Classification	Hourly Rate 2022	Hourly Rate 2023	Hourly Rate 2024	Hourly Rate 2025	Hourly Rate 2026
Principal	\$250	\$258	\$265	\$273	\$281
Principal Engineer	\$250	\$258	\$265	\$273	\$281
Project Manager	\$245	\$252	\$260	\$268	\$276
Project Engineer	\$221	\$227	\$234	\$241	\$248
Senior Construction Manager	\$205	\$211	\$217	\$224	\$231
Construction Manager	\$175	\$180	\$186	\$191	\$197
Senior Engineer	\$203	\$209	\$215	\$221	\$228
Senior Field Engineer / Inspector	\$170	\$175	\$180	\$186	\$191
Field Engineer / Inspector	\$155	\$160	\$164	\$169	\$174
Associate Engineer	\$155	\$160	\$164	\$169	\$174
Staff Engineer	\$140	\$144	\$148	\$153	\$157
Financial Analyst	\$128	\$132	\$136	\$140	\$144
Senior Designer / Senior CADD Technician	\$110	\$114	\$117	\$121	\$124
Designer / CADD Technician	\$102	\$105	\$109	\$112	\$115
Assistant Engineer	\$101	\$104	\$107	\$111	\$114
Engineering Technician	\$93	\$96	\$99	\$102	\$105
Engineering Aide	\$79	\$81	\$84	\$86	\$89
Office Support	\$79	\$81	\$84	\$86	\$89
Data or Word Processing	\$77	\$79	\$81	\$84	\$86

Arellano Associates Rate Schedule 2022

Staff	Year 1 Rate (Fully Burdened Labor)	Year 2 Rate at 3% Increase	Year 3 Rate at 3% Increase
Principal-in-Charge	\$ 305.18	\$ 314.34	\$ 323.77
Senior Project Manager	\$ 228.89	\$ 235.75	\$ 242.83
Project Manager	\$ 190.74	\$ 196.46	\$ 202.36
Deputy Project Manager	\$ 165.31	\$ 170.27	\$ 175.38
Creative/Tech Lead	\$ 165.31	\$ 170.27	\$ 175.38
Senior Project Coordinator	\$ 139.88	\$ 144.07	\$ 148.39
Senior Creative/Tech Coordinator	\$ 139.88	\$ 144.07	\$ 148.39
Project Coordinator	\$ 101.73	\$ 104.78	\$ 107.92
Creative/Tech Coordinator	\$ 101.73	\$ 104.78	\$ 107.92
Assistant Project Coordinator	\$ 71.21	\$ 73.35	\$ 75.55

RATE SHEET

CITY OF MONTEBELLO



BLACK O'DOWD AND ASSOCIATES, INC.
DBA BOA ARCHITECTURE
 1511 COTA AVENUE
 LONG BEACH, CA 90813
 PH: 562-912-7900

POINT-OF-CONTACT:
 EDWARD LOK NG, PRESIDENT
 LOK.NG@BOAARCHITECTURE.COM

Please see the following Fee Schedule for personnel assigned to projects for the City of Montebello.

JOB TITLE	HOURLY (NOT TO EXCEED)
Principal Architect	\$160.00
Project Manager	\$150.00
Project Designer	\$125.00
Senior Designer	\$110.00
Senior Technical	\$100.00
Draftsman/AutoCAD Operator	\$95.00
Other Technical Staff	\$85.00
Structural Engineer	\$150.00
Mechanical Engineer	\$160.00
Electrical Engineer	\$160.00
"Other" Sub-Consultant	\$150.00
Clerical Staff	\$80.00
Prints	\$0.50/s.f.

- The above hourly rates are fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including, but not limited to: office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs.
- The proposed hourly rates are guaranteed for the duration of the contract.
- The above rates apply to any additional services needed beyond the scope of work.



Land Surveying – Pricing Proposal

Billing Rates		
Project Classification/Title	Straight Time	Overtime
Principal In Charge	\$ 201.59	N/A
LS Project Manager	\$ 210.32	N/A
Survey Tech	\$ 134.39	\$ 201.59
Certified Party Chief 1	\$ 167.48	\$ 251.22
Certified Party Chief 2	\$ 154.04	\$ 231.06
Party Chief	\$ 148.53	\$ 222.80
Chainman	\$ 137.83	\$ 206.75
Chainman App Step 1	\$ 57.90	\$ 86.85
Chainman App Step 2	\$ 67.55	\$ 101.33
Chainman App Step 3	\$ 77.20	\$ 115.80
Chainman App Step 4	\$ 86.94	\$ 130.41
Chainman App Step 5	\$ 95.10	\$ 142.65
Chainman App Step 6	\$ 103.37	\$ 155.06
Chainman App Step 7	\$ 110.26	\$ 165.39

We look forward to the opportunity to work with your firm. We are a Certified MBE SBE DBE firm and are a signatory to the Operating Engineers, Local 12 Labor Agreement.

Thank you for your consideration of this proposal. If you have any questions or would like additional information, please contact us at (909) 484-4200.

CL SURVEYING AND MAPPING, INC.

Lam Le LS 8231
 DIR: 1000007166 Exp. 06/30/22
 DBE 38284
 President



Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

EARTH MECHANICS, INC. SCHEDULE OF FEES June 2022 – June 2023

Classification	Hourly Billing Rate
Principals	\$300
Principal Engineers/Geologists	\$300
Senior Engineers/Geologists	\$225
Senior Project Engineers/Geologists	\$193
Project Engineers/Geologists	\$175
Senior Staff Engineers/Geologists	\$159
Staff Engineers/Geologists	\$133
Senior Technicians*	\$154
Technicians*	\$77
Administrative Assistants*	\$129

* Non-exempt staff subject to overtime pay per California law.

Reimbursable Expenses

Auto mileage is invoiced at IRS rate per mile. Other travel-related expenses, shipping, reproduction, express mails, supplies and other reimbursable expenses will be invoiced at cost.

Subcontractors

Consultants and other outside services will be invoiced at cost.

Firm: GPA Consulting

Classification	Fully Loaded Salary Rates (Min - Max)			
Principal Environmental Planner	\$ 219.59	(min)	\$ 334.93	(max)
Principal Architectural Historian	\$ 219.59	(min)	\$ 334.93	(max)
Senior Associate Environmental Planner	\$ 159.69	(min)	\$ 249.12	(max)
Senior Associate Architectural Historian	\$ 159.69	(min)	\$ 221.44	(max)
Senior Associate Biologist	\$ 159.69	(min)	\$ 221.44	(max)
Senior Environmental Planner	\$ 119.25	(min)	\$ 179.92	(max)
Senior Architectural Historian	\$ 119.25	(min)	\$ 179.92	(max)
Senior Biologist	\$ 119.25	(min)	\$ 179.92	(max)
Senior GIS Analyst	\$ 119.25	(min)	\$ 179.92	(max)
Associate Architectural Historian	\$ 97.27	(min)	\$ 119.25	(max)
Associate Biologist	\$ 97.27	(min)	\$ 119.25	(max)
Associate Environmental Planner	\$ 97.27	(min)	\$ 119.25	(max)
Environmental Planner	\$ 59.87	(min)	\$ 97.27	(max)
Biologist	\$ 59.87	(min)	\$ 97.27	(max)
Architectural Historian, II	\$ 59.87	(min)	\$ 97.27	(max)
Architectural Historian, I	\$ 58.13	(min)	\$ 72.66	(max)
Project Coordinator	\$ 86.78	(min)	\$ 119.25	(max)
Intern	\$ 55.36	(min)	\$ 58.13	(max)

Other Direct Costs to be billed At Costs

Postage/Delivery
 Reproduction/Materials and Outside Copies
 Travel (Airfare, Hotel, Rental Car)
 Public Outreach Exhibits
 Record Search
 Permit/Filing Fees
 Subconsultants
 Mileage Costs - *Billed as IRS Allowable*

Standard Fee Schedule for Year 2022 – June 30, 2023

STAFF LEVEL	HOURLY RATE
Principal	\$ 215
Senior Project Manager	\$ 205
Project Manager	\$ 195
Senior Engineer	\$ 185
Assistant Project Manager	\$ 170
Project Engineer	\$ 145
Assistant Engineer	\$ 120
Technical Support	\$ 100
Administrative Support	\$ 65

The above rates are effective to June 30, 2023. After the date specified, the labor rates may be adjusted to compensate for labor adjustments and other increases in labor costs.

The cost of printing, mileage, mailing and other expenses incidental to the performance of the services are not included in the hourly rates of above listed hourly rate schedule.



MONUMENT RIGHT-OF-WAY 2022 HOURLY RATE SCHEDULE

Right of Way Management & Implementation	
Program Manager / Principal	\$250.00 per hour
Senior Project Manager	\$180.00 per hour
Senior Utility Project Manager	\$180.00 per hour
ROW Project Manager / Utility Project Manager	\$155.00 per hour
Utility Coordinator	\$105.00 per hour
Senior Acquisition Agent / Senior Relocation Agent / Senior Analyst	\$125.00 per hour
Acquisition Agent / Relocation Agent	\$105.00 per hour
Project Coordinator / Researcher	\$90.00 per hour
Project Support / Administrative	
Professional Staff	\$80.00 per hour
Project Support Specialist	\$70.00 per hour

The above hourly rates are exclusive of local travel/mileage, photocopying, first class postage and overnight courier service. These expenses including out-of-pocket expenses such as pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event Monument is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

Monument will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice. Upon completion of services, the remaining unbilled amount of the project balance shall become immediately due and payable.

RATE SCHEDULE WORKSHEET		
SOLICITATION NO. 22-8		
TITLE OF SOLICITATION		
City of Montebello On-Call Architectural and Engineering Design Services		
NAME OF OFFEROR		
TATSUMI AND PARTNERS, INC.		
HOME OFFICE ADDRESS		
49 DISCOVERY, SUITE 120, IRVINE, CA 92618		
POINT OF CONTACT		
NAME: BEVERLY KAWAMOTO		
PHONE/EMAIL: 949-453-9901/beverly@tatsumiandpartners.com		
EMPLOYEE NAME	CLASSIFICATION	2022 FULLY LOADED RATE
David Tatsumi	Senior Principal	\$288.42
Michael Aceves	Senior Associate	\$177.91
Sambath Ork	Senior Technical Staff	\$132.83
Jimmy Ogata	Senior Designer	\$132.83
Weywantheawy Kang	Technical Staff III	\$117.65
Kenton Quinn	Technical Staff III	\$113.09
Alexa Miranda Flores	Technical Staff I	\$92.60
Guadalupe Rodriguez	Technical Staff I	\$92.60

REIMBURSABLES		
GPS Tree Location Equipment	As Needed: Rate/Day	\$123.91
Mileage	500 miles @ .585/mile	\$292.50

City of Montebello | On-Call Architectural and Engineering Design Services
Standard Hourly Rate Sheet

<u>Classification</u>	<u>Rate</u>
Principal	\$ 240.00/Hr
Registered Traffic Engineer	\$ 240.00/Hr
Senior Project Manager (Registered)	\$ 236.00/Hr
Project Manager (Registered)	\$ 215.00/Hr
Senior Project Engineer (Registered)	\$ 209.00/Hr
Project Engineer	\$ 175.00/Hr
Senior Associate Engineer	\$ 155.00/Hr
Senior Design Engineer	\$ 148.00/Hr
Design Engineer	\$ 143.00/Hr
CADD Manager/Senior Designer	\$ 148.00/Hr
Microstation CADD/Technician	\$ 148.00/Hr
Administration/Office Support	\$ 99.00/Hr

Non-Labor Expenses

Mileage (local)	Federal Rate¢ per Mile
Printing	Cost plus 5%
Reproduction (Blue lines)	Cost plus 5%
Other Expenses (such as sub-consultants, outside services or special equipment needs)	Cost plus 5%

*The above rates will be held for the duration of the contract.



ITEM # 10

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Nick Razo, Director of Human Resources

**SUBJECT: ADOPT RESOLUTION NO. 23-40 APPROVING A COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
MONTEBELLO AND THE MONTEBELLO POLICE OFFICERS
ASSOCIATION**

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-40 approving a tentatively agreed to comprehensive Memorandum of Understanding (MOU) between the City of Montebello (City) and the Montebello Police Officers Association (MPOA); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The tentatively agreed to successor MOU includes annual cost-of-living adjustments (COLA) to base salary pay, adjustments and increases to longevity and education/certification incentive pay, and a "health and wellness" stipend. These items are individually costed and include the impact the increases to base pay and "PERS-able" incentives will have on CalPERS costs. The proposed MOU covers a one-year (1-year) period (July 1, 2023 – June 30, 2024) with costing estimates completed for this period.

The total increase in base salary and related costs over the 1-year period is approximately \$1,053,856. This amount represents an increase to the projected base salary pay and incentive expenses for MPOA represented positions for the Fiscal Year 2023-24. Estimated fiscal impacts are included in the proposed Fiscal Year 2023-24 budget.

BACKGROUND/DISCUSSION:

The City's employees are represented by ten (10) different employee associations. Each employee association is comprised of specific job classifications, separated by miscellaneous/non-safety and safety positions (e.g., Fire and Police). Salaries, benefits, fringe benefits and other related items are detailed in comprehensive City Council approved Memoranda of Understanding, one for each association.

In August 2021, the City's Administration and Human Resources Departments began preparing for labor negotiation sessions with the various associations for the period from January 1, 2022, to June 30, 2025. The goal for that round of MOU updates was to modernize some classifications (e.g., job titles) and bring salary ranges for all classifications to market within three years.

Beginning December 2021 through May 2022, the City held multiple labor negotiation sessions with the MPOA to discuss a successor MOU that incorporated the updated salary schedules and other adjustments to total compensation. The MPOA was provided ample time to review the City's proposals, identify clarifying questions, and provide counter proposals. During the negotiation sessions, the City provided clarification responses and revised provisions that the MPOA provided to their membership for review and consideration. Findings from the Classification and Compensation Study completed in FY 2020-21 were also discussed to communicate the relative change in pay for each classification and explain the new comprehensive salary schedule. The City and the MPOA tentatively agreed to a comprehensive MOU that included the relevant provisions as follows:

- Salary increases in accordance with the Classification and Compensation Study
- Education or Certification Incentive Pay
- Bilingual Pay
- Creation of Vacation, Sick, and Holiday Leave Accrual Banks

On June 8, 2022, the City Council adopted Resolution No. 22-37, approving a comprehensive MOU between the City and the MPOA (see Attachment A). The MOU was for a term retroactive to January 1, 2022, through June 30, 2023.

ENVIRONMENTAL:

N/A

ANALYSIS:

In January 2023, the City proactively began labor negotiation sessions with the MPOA approximately six months ahead of the current MOU expiration date of June 30, 2023. By implementing comprehensive MOUs, the City is better positioned to recruit and retain the most qualified and resolute employees for all full-time equivalent classifications, including the MPOA classifications (e.g., Police Officer, Corporal, and Sergeant). As a full-service organization, the City depends on the experience, knowledge, and skills of the MPOA – individually and collectively – to maintain public safety, prevent and respond

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

Page 3 of 3

to criminal activity, and ensure the well-being of residents and property within the City's jurisdiction.

The City held multiple labor negotiation sessions and continued the meet and confer process with the MPOA over the past five months. The MPOA was provided time to review the proposed MOU terms, identify questions for clarification, and provide counter proposals with subsequent discussions held to analyze each proposal and counter proposal.

The City and the MPOA tentatively agreed to a comprehensive successor MOU that covers a 1-year period from July 1, 2023, through June 30, 2024, and includes the relevant provisions (see Fiscal Impact section) as follows:

- Salary increases in accordance with annual Cost-of-Living Adjustments (COLA)
- Education or Certification Incentive Pay Increases
- Longevity Pay Adjustments
- Military Incentive Pay
- Health and Wellness Stipend

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 23-40 (see Attachment B) approving a tentatively agreed to comprehensive successor MOU, between the City and the MPOA, for the period from July 1, 2023, to June 30, 2024 (see Attachment C); and direct staff to take such additional related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Reso No. 22-37 - MPOA MOU 2022-2023
2. Attachment B - Reso No. 23-40 - Approve MPOA MOU
3. Attachment C - Proposed MPOA MOU 2023-24

NEXT STEPS:

N/A

RESOLUTION NO. 22-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO POLICE OFFICERS ASSOCIATION (MPOA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2022 THROUGH JUNE 30, 2023

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

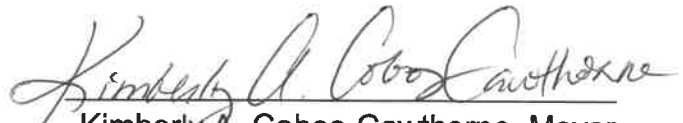
WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and the MPOA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (EXHIBIT A).

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1: The MOU between the City of Montebello and the MPOA dated January 1, 2022 through June 30, 2023 and attached is hereby approved.

SECTION 2: 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 8th day of June 2022.


Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:


Christopher Jimenez, City Clerk

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 22-37

Page 2 of 2

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



I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-37 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 8th day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES: Torres, Melendez, Peralta, Jimenez, Cobos-Cawthorne
NOES: None
ABSTAIN: None
ABSENT: None

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: 6/8/2022

Chris Jimenez
Christopher Jimenez, City Clerk

- Exhibit A – MPOA MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO POLICE OFFICERS' ASSOCIATION**



FOR JANUARY 1, 2022 THROUGH JUNE, 2023

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THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the **Montebello Police Officer's Association (MPOA)**, and have reached an agreement to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 21-33 adopted by the City Council on July 28, 2021, except as otherwise modified herein, existing wages, hours and other terms and conditions for employment shall remain in full force and effect.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered. One and one half years (1½).from 1/1/2022 to 6/30/2023.

SECTION B RECOGNITION

The City recognizes the **Montebello Police Officer's Association (MPOA)** as the exclusive recognized employee organization for employees of in the classifications of Police Officers, Police Corporals and Police Sergeants bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for members of the bargaining unit as well as modifications of existing City codes, rules, and policies.

Incorporation of prior MOU's references to City code, rules, and policies have been adopted during meet and confer sessions and shall be considered adopted by reference in this MOU specifically the following City policies which are attached as appendices to the MOU:

- a. 2.060.590 Bilingual Pay
- b. 2.060.565 Bereavement Leave
- c. 2.060.227 Longevity Pay
- d. 2.060.517 Educational Reimbursement Programs
- e. 2.060.504 Employee Compensation and Benefits
- f. 2.060.528 Education Incentive Pay

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to deduct Association membership dues as authorized by State law.

SECTION F EMPLOYEE LISTS

The City will provide the Association with the necessary contact information about bargaining unit members to allow Association to conduct Association business on behalf of those members.

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum of Understanding memorializes the terms and conditions for members of the bargaining unit as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU.

ARTICLE II – COMPENSATION

SECTION A SALARY PROVISIONS

1. PLACEMENT ON NEW SALARY MATRIX

Positions covered under this MOU shall be placed on the new salary range effective on the dates noted below:

Unit employees covered under this MOU will be placed at the appropriate Step, within the new salary range as noted in the tables below that is closest to their current rate of pay at the time of City Council approval of this MOU, without being less than their current rate of pay.

Effective January 1, 2022:

Position	New Range Number	New Annual Salary Range
Police Officer	37	\$80,955 - \$101,101
Police Corporal	41	\$89,359 - \$111,597

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* See salary matrix attached

Effective First Full Pay Period of July 2022:

Position	New Range Number	New Annual Salary Range
Police Officer	38	\$82,979 - \$103,629
Police Corporal	41	\$89,359 - \$111,597
Police Sergeant	48	\$106,220 - \$132,654

* See salary matrix attached

Annual performance increases will remain on schedule for unit members who meet department expectations on their performance evaluation. Employees who achieve a satisfactory evaluation will generally receive a two-step increase. Any deviation down from the 2-step increase shall be justified in writing and be approved by the Chief of Police, or designee. Any increase beyond two (2) steps must be approved by the City Manager.

SECTION B DETECTIVE/TRAFFIC PAY

Effective July 1, 2013, unit employees with a ranking of Sergeant and below who are working in the Detective Bureau, or Investigative Traffic Bureau, shall be paid Incentive Pay in an amount equal to three percent (3%) of his or her base salary.

SECTION C UNIFORM ALLOWANCE

During the second pay period in August of each year, the City shall provide all Unit employees an annual uniform allowance of nine hundred and fifty dollars (\$950).

SECTION D ON-CALL COURT TIME

A three (3) hour minimum shall be provided for "on-call" subpoenas on an employee's regular day off. The existing four (4) hour minimum for court appearances on an employee's regular day off remains in effect. Employees shall not be eligible for reimbursement for mileage incurred traveling to and from court in a personal vehicle related to reporting to subpoenas and court appearances.

SECTION E DETECTIVE CALL OUT

Police officers designated as detectives who are called on their day off shall be guaranteed a minimum of four (4) hours compensation regardless of the actual number of hours called out effective July 2, 1989.

ARTICLE III – LEAVE BANKS

SECTION A ANNUAL LEAVE DISCONTINUATION

Effective one (1) full pay-period after the adoption of this MOU annual leave banks will be

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frozen and accruals will cease. All MPOA members will begin accruing the vacation/holiday/sick leave banks in lieu of annual leave as outlined in this MOU.

Employees shall have the option of converting accrued Annual Leave to cash on an hour for hour basis subject to the following: To cash out Annual Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Annual Leave hours in the following calendar year. The accrued Annual Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January.

Frozen Annual Leave:

An employee may make an irrevocable election on or before December 31 of each year to cash out up to two hundred and forty (240) hours of Annual Leave to be paid out during the first full pay period in the following January. The optional election to cash out of Annual Leave shall be paid out at the member's current base rate plus incentives.

Annual Leave can be used as time off upon approval by the Director/Chief based on the needs of the department.

Upon separation from the City, remaining annual leave hours will be paid out to the employee at the member's current base rate of pay.

SECTION B VACATION LEAVE ACCRUALS

1. **Accrual and Cap:** Employees covered under this MOU shall accrue vacation leave and shall have a maximum vacation accrual cap in the amounts listed below. Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.

YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
0 – 2 yrs (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs (133 – 144 months)	5.54 hours	144 hours	288 hours

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13 yrs (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs – 19 yrs (157 months 228 months)	6.15 hours	160 hours	320 hours
20 yrs	7.69 hours	200 hours	336 hours

2. Cash Out of Vacation Leave: Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours in the following calendar year. The accrued Vacation Leave affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January. Vacation shall be paid out at the member's current base rate of pay.

All members with a minimum of eighty (80) hours of Vacation leave may elect to cash out up to forty (40) hours annually. The annual optional election to either cash out or to convert up to forty (40) hours of Vacation Leave to the City's Deferred Compensation 457 plan shall be paid out at the member's current base rate.

3. Other Rules:

- An employee shall be eligible to take annual vacation leave during the same year it is earned. The City will update the CSR&R to reflect this change during the term of this MOU. *City agrees to amend this Rule when CSR&Rs are updated.*
- Accrued vacation leave will be paid out at separation at the employee's current base rate of pay.
- Vacation hours will be considered hours worked when computing overtime.
- *Employees will be allowed to take vacation leave during the first six (6) months of employment. The City will update the CSR&Rs to reflect this change during the term of this MOU.*

SECTION C SICK LEAVE ACCRUALS

1. Accrual and Cap: Employees covered under this MOU shall accrue sick leave and shall have a maximum sick leave accrual cap in the amounts listed below.

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	SOFT ACCRUAL CAP
3.692	96	1040

2. No sick leave shall be granted prior to ninety (90) days of employment.
3. Sick leave may be allowed for:

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- Personal illness or injury of the employee;
- Authorized emergency leave; Serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the unit employee's residence (in accordance with Labor Code §§ 233);
- Where an employee which is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230 (c) and 230.1 (a);
- Cases of quarantine;
- Where exposure to contagious diseases would endanger the health of other employees.

4. Other rules:

- Sick leave may be taken in increments of one-half (1/2) hour or more.
- Sick leave may not be used for disapproved vacation leave.
- For absences of over two (2) days, a medical certificate from a qualified physician may be required.
- In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.
- Sick hours will not be considered hours worked when computing overtime.
- Sick leave hours over the soft accrual cap of 1040 will be paid out at the rate of half (1/2) the current base rate of pay during the first (1st) pay period in January.
- After sick leave has been exhausted, employee may use accrued vacation leave.

5. SICK LEAVE CASH OUT AT SEPARATION:

Payout at separation based on years of service:

YEARS OF CONTINUOUS YEARS OF MONTEBELLO SERVICE	PAY OUT AT SEPARATION UP TO 720 HOURS BASED ON YEARS OF MONTEBELLO SERVICE
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

*The City will pay out the hours to the employee at current base rate of pay.

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SECTION D HOLIDAY BANK

Effective the first full pay period after the City Council's adoption of this MOU, unit employees will receive a prorated bank of holiday hours, based on their work schedules (as stated below), for the remaining holidays occurring this calendar year.

Holiday Hour Bank	Accrual/Cash Out
12 Holidays x # of regular shift hours	Automatic cash out second (2 nd) pay period in January of each calendar year

Holidays

1. NEW YEAR'S DAY-January 1st
2. MARTIN LUTHER KING, Jr. DAY- Third Monday in January
3. PRESIDENT'S DAY-Third Monday in February
4. MEMORIAL DAY- Last Monday in May
5. JUNETEENTH- June 19th
6. INDEPENDENCE DAY-July 4th
7. LABOR DAY-First Monday in September
8. COLUMBUS DAY/INDEGINOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY-November 11th
10. THANKSGIVING DAY-Fourth Thursday in November
11. DAY AFTER THANKSGIVING- Fourth Friday in November
12. CHRISTMAS DAY-December 25th

Annual Holiday Bank

In the pay period containing January 1st of each year, a holiday bank shall be established for each unit employee at the rate equivalent to the employees work scheduled hours for each full holiday, which occur during the calendar year.

Shift schedule	Holiday Hours Annually
4/10 schedule	120 hours
3/12 & 8 schedule	144 hours

Employees entering the unit during the calendar year shall have a pro-rated holiday bank established that contains all designated holidays remaining in the calendar year following their effective date of hire or entry into the unit.

Employees changing units/work schedules will have their banks adjusted for the remaining holidays in the calendar year.

All employees in this Unit work without regard to holidays. Employee's whose regular schedule work-day occurs on an observed holiday may request to use their holiday hours

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for the day off (for a holiday that has already been observed), but the decision to approve or deny the request shall be at the discretion of management.

2. Cash Out of Accrued and Unused Holiday Hours

If an employee has not used all of their holiday hours in the calendar year in which they are earned, they shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the base pay including all incentives. This payment shall be made during the second (2nd) pay period in January of each calendar year. There shall be no carryover of any unused holiday hours from one calendar year to another.

3. Employees Separating from the City

Employees who leave City employment shall be paid a pro-rata amount of unused holiday leave. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1st and the date of the employee's separation. The City will pay out the remaining hours to the employee at current base rate of pay.

4. Other Rules:

Holiday hours will be considered hours worked when computing overtime.

In order to receive holiday pay an employee shall work or have approved leave time off on his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday.

SECTION E COMPENSATORY TIME OFF (CTO) BANK

MPOA members may accrue a maximum of one hundred and twenty (120) compensatory time off (CTO) hours. At separation, CTO hours are paid out at the member's current base rate of pay.

ARTICLE IV - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", as defined by the Government Code, which define prescribe the employee contribution/cost sharing as follows:

Retirement Tier 1: Employees hired prior to January 1, 2013 or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § 7533, et seq. These employees are also referred to as "Classic

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CalPERS Members”.

The current retirement formula is 3% at 50.

Retirement Tier 2: Employees Hired on or after January 1, 2013 and who are defined by the Public Employees' Pension Reform Act (PEPRA) as “new members”

The current retirement formula is 2.7% at 57

SECTION B EMPLOYEE CALPERS CONTRIBUTIONS TO CALPERS

A. Classic CalPERS Members (as defined by CalPERS):

Classic CalPERS Members pay the nine percent (9%) employee contributions toward their CalPERS pension. Each Classic CalPERS unit member shall also contribute an additional three percent (3%) of the employee member contribution of pensionable income to CalPERS for a total obligation by each Classic CalPERS unit member of twelve percent (12%). The City shall no longer make contributions towards the employee member contribution to CalPERS for any Classic CalPERS MPOA unit members.

B. CalPERS (PEPRA) Members (as defined by CalPERS):

New CalPERS (PEPRA) unit members, including each newly hired unit member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined and regularly adjusted by CalPERS). The current normal cost obligation for each PEPRA unit member is twelve and one-quarter percent (12.25%), with potential mandated upward adjustments thereafter as determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

SECTION C MILITARY SERVICE CREDIT AS PUBLIC SERVICE

The City's contract with the Public Employee's Retirement System includes Section 21024 – Military Service Credit as Public Service.

SECTION D LEVEL THREE SURVIVOR BENEFIT

The City pays the monthly cost of the Level Three Survivor Benefit.

ARTICLE V – POST-RETIREMENT BENEFIT PROVISIONS

SECTION A RETIREE HEALTH BENEFITS

A. Full-time active MPOA safety unit members hired prior to June 26, 2019

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The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the Memorandum of Understanding between the City and MPOA for the 2003-2004 negotiations to all full- time MPOA members hired prior to June 26, 2019. The terms and eligibility requirements remain as follows:

- 1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime. Currently, continuation of benefits after a unit member's eligibility for Medicare is paid for the employee only (not to survivors) through a Trust Account to which the City currently contributes one percent (1%) of the unit member's salary. Should the Trust assets, at any fiscal year end, be less than three times the current annualized benefits due, the City and MPOA shall meet and confer.
- 2) The Retiree Health Benefit will not apply to the employee's survivors.
- 3) To be eligible, the unit member:
 - a) Must currently be employed as an active full- time safety unit member of the MPOA;
 - b) Must be at least 50 years of age (no minimum age requirement for disability retirement);
 - c) Must retire directly from the City of Montebello;
 - d) Must have at least fifteen (15) full- time years of active City service at the time of service retirement (the 15 years does not have to be the result of contiguous employment however, the employee's last five years of employment immediately prior to retirement must be as an active, full- time employee of the City), or at least ten (10) full years of active City service at the time of disability retirement. To be eligible for lifetime retiree medical benefits, all fifteen (15) years of service (ten (10) years for disability retirement) must be within the City of Montebello. Prior lateral service does not count toward retiree health benefits.
- 4) The monthly retiree benefit will be determined by the number of full years of City service multiplied by twenty-five dollars (\$25.00). The maximum benefit allowable will be calculated at twenty-five (25) years of active City service. The retiree benefit for qualified disability retirement will be calculated in the same manner as for service retirements. Examples of calculations are as follows: fifteen (15) years of City service multiplied by \$ 25.00 = \$375 per month; twenty five (25) years of City service multiplied by \$25.00 = \$625 per month, which is the maximum benefit allowable.
- 5) The monthly amount payable will be reduced by any amount paid by the City on the retiree's behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.
- 6) The retiree will begin receiving the monthly retiree benefit beginning the month following one full month of retirement. The retiree benefit will be paid throughout the retired employee's lifetime or until the employee qualified for Medicare under the federal Social Security Act.

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7) The City will issue a warrant to the retired employee on a monthly basis for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion.

B. Full- time unit members hired on or after June 26, 2019:

All full-time unit members hired on or after June 26, 2019 shall only, commencing the month following one full month of retirement and continuing through the period prescribed by law, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan in order for the City to be obligated to pay the prescribed premium.

SECTION B TRUST ACCOUNT

The City has established a trust account to be used toward the cost of healthcare coverage for eligible retired members after qualification for Medicare. The City shall contribute one percent (1%) of regular salaries, not including overtime, to be deposited per payroll cycle. Benefits will continue after Medicare eligibility at the same level as pre Medicare eligibility. The benefit will be paid throughout the employee's lifetime and will not apply to the employee's survivors. The one percent (1%) salary contribution will be counted toward total compensation for purposes of salary survey comparisons.

If trust assets, at any fiscal year end, are less than three (3) times the current annualized benefits due, the City will meet and confer with the Police Association.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A MONTEBELLO POLICE DEPARTMENT SWORN PERSONNEL ROTATION POLICY

September 2020 signed Rotation Agreement attached as EXHIBIT A

SECTION B CHANGE IN SCHEDULE & BEAT MINIMUMS

The City adopted the patrol schedule that was developed as a collaborative effort between the Montebello Police officer's Association and the Police Administration to meet the City's budgetary reduction requirements. The aforementioned patrol schedule is intended to reduce mandatory beat minimums and provide the optimum coverage possible with the current Table of Organization.

2016 Staffing Levels attached as EXHIBIT B

SECTION C FINANCIAL DISCLOSURE

Unit employees assigned to Detectives, both Adult and Juvenile, Narcotics and Intelligence

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Units shall be required to make financial disclosure under Government Code Section 3308. In addition, other Unit employees who are placed in assignments in which there is the propensity for bribes or other improper inducements to be offered shall be subject to the financial disclosures required under Government Code Section 3308.

SECTION D UNIT WORK SCHEDULES

1. Members of this unit may be assigned to the following work schedules dependent on organizational need.
 - a. 3/12 & 8 Schedule
 - b. 4/10 Work Schedule
2. Work schedule changes shall require a minimum of fourteen (14) calendar days' notice, except in the case of an emergency as determined by management.

SECTION E WORK PERIOD AND OVERTIME

The City of Montebello has exercised its ability to take a statutory "7K" exemption for sworn police personnel. The work period for such employees shall be 14 days in length commencing on January 8, 1995 at 12:01 a.m. In determining an employee's eligibility for overtime compensation in a work period, all paid leaves, except sick leave shall be included as actual hours worked. Although the Fair Labor Standards Act dictates overtime compensation for all hours worked over 86 in a 14 day work period, the City will provide overtime compensation for all hours worked, or deemed worked, over 80 in the work period.

SECTION F RANDOM TESTING

It is recommended that a program of random drug, including alcohol, testing be developed and implemented for Police Sergeants. The parties have agreed in concept and will work together to define the details of the program prior to implementation.

SECTION G MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this agreement. The City has all rights to manage the City including the establishing of rules, directives and orders except those expressly waived by this agreement. It is recognized that, except as expressly provided in this agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge; in compliance with POBR (Police Officer's Bill of Rights)

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and employment law; to make and enforce.

SECTION H SHARED AGREEMENT CLAUSE

Nothing in this Agreement shall limit the Parties' ability to mutually agree, in writing, to implement different terms than those provided in this Agreement.

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for one and one half years (1½). From 1/1/2022 to 6/30/2023.



Omar Rodriguez

Date

Montebello Police Officers' Association President



René Bobadilla

Date

City Manager



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2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

- A. The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.
- B. The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.
- C. The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

- A. Employees must submit in writing a request to test for Bilingual Pay.
- B. Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.
- C. **Testing:**
 - 1. Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.
 - 2. The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's



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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. *Compensation:* Compensation shall be based on Bargaining Unit agreements:

Prior to May 2022:

Bargaining Unit	Monthly Incentive
Montebello Firefighters' Association	\$100
Montebello Fire Management Association	\$100
Montebello Police Officers' Association	\$100
Montebello Police Management Association	\$100
Montebello Supervisors' Association	\$80
Montebello Mid-Management Association	\$70
Montebello City Employees' Association	\$80
Montebello Management Professionals' Association	\$80
Un-represented full-time	\$80

Effective July 1, 2022:

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$50.00 per month
- Writing - \$50.00 per month
- Reading - \$50.00 per month

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- A. Staff currently receiving the bilingual incentive do not have to test again, unless they want to upgrade to the new three-pronged criteria and earn the increased compensation as outlined above.
- B. Bilingual incentive will be calculated into overtime compensation when applicable.
- C. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
- D. **Administration:** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 04/27/2022)



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2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

- A. "*Immediate family member*" shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including "Step" family members).
- B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, that will not be charged against their accrued annual or sick leave.
- C. In the event more than one request for use of bereavement leave per annum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.
 - 1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.
 - 2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.
- D. Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

- A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.
 - 1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.



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2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued annual or sick hours shall be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours
Montebello City Employees' Association	30 hours
Montebello Management Professionals' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 04/27/22)



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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the agreed upon amount for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

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A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior laterals continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn



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police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 7% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A., beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).



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E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full- time City MPMA unit service, an MPMA unit member shall receive 13% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MFMA unit, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, fire captain, or fire battalion chief shall count toward years of longevity.

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.

C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full- time City of

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Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full- time City sworn personnel unit member service.

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after **June 26, 2019**, each MMMA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.



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D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Beginning the first pay period after **May 15, 2019**, each MSA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.



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E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION

A. Beginning the first pay period after **April 22, 2019**, each MCEA unit member with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full-time service	1.5 % base salary increase
After 15 years of full-time service	2.5 % base salary increase
After 20 years of full-time service	3.5 % base salary increase
After 25 years of full-time service	5.0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.



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E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

For longevity purposes only, the following shall count as LATERAL SWORN FIRE SERVICE:

For full-time City of Montebello employees who are in the MFA unit all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, or fire captain shall count toward years of longevity.

Each unit member with five (5) years aggregate service as a full-time sworn Fire Service unit member shall be eligible for longevity pay. Thereafter, each unit member who attains five (5) years aggregate service as a full-time firefighter shall be eligible for longevity pay. Longevity pay shall consist of:

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.



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C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full- time City of Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full-time City sworn personnel unit member service.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective July 1, 2019:

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in the MPOA unit as of July 1, 2019, all continuous service as an active, full- time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA unit members who join the MPOA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.



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B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A. beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 7% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the unit member's



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remaining years of full-time City MPOA unit service, an MPOA unit member shall receive 13% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

FULL-TIME NON-REPRESENTED EMPLOYEES

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

- A.** Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1.5 % base salary increase
After 15 years of full- time service	2.5 % base salary increase
After 20 years of full- time service	3.5 % base salary increase
After 25 years of full-time service	5.0 % base salary increase

- B.** A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

- C.** A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

- D.** A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member's 24th year.



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E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

(Revised: 04/27/2022)



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2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

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G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of \$1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of \$2,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

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(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 07/28/21)



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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

- A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.
- B. **TOTAL COMPENSATION PHILOSOPHY:** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:
 - 1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
 - 2. The City's total compensation package shall comply with all applicable state and federal laws.
 - 3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

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- C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

- A. **Compensation (Salary) Schedules:** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.
- B. **Benefits:** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

- a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code.

D. HEALTH INSURANCE CITY CONTRIBUTION

- a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION)
1 Party	Full coverage
2 Party	\$840.00
3 Party	\$1,090.00

- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:



APPENDIX E

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- i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

- a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
- b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
- c. The monthly Medical Insurance Opt-Out incentive is \$350.00
- d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
- e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
- f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee's expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City's approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

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(Revised: 03/21/95; 07/28/21)



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2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>
A.A. or Intermediate POST	\$300/month
B.A./B.S. or Advanced POST	\$500/month

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

Supervisory Certificate	\$250/month
Management Certificate	\$250/month

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.



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MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first pay period after MFMA ratification and City Council adoption of this MOU, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$ 250/ month for Firefighter 1 Certificate or AA/AS or 60 units
- B. \$ 400/ month for Firefighter II Certificate or BA/ BS or 120 units
- C. \$ 600/ month for Company Officer Certificate

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>
A.A. or Intermediate POST	\$300/month
B.A./B.S. or Advanced POST	\$500/month
POST Supervisory Certificate	\$250/month

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificate. Instead, the total the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory POST certificate in the amount of \$250/month. This supplemental educational incentive pay for possessing a supervisory POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

The City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$250/month for Firefighter I Certificate or AA/AS or 60 units
- B. \$400/month for Firefighter II Certificate or BA/BS or 120 units
- C. \$600/month for Company Officer Certificate

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The aforementioned education incentives shall not be stackable. The unit member is entitled to a maximum of one education incentive at a time.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION
MONTEBELLO MID-MANAGEMENT ASSOCIATION
MONTEBELLO SUPERVISORS' ASSOCIATION
MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION
UNREPRESENTED FULL-TIME EMPLOYEES

Full-time employees in the MCEA, MMMA, MSA, MMPA AND Unrepresented Full-time employees will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

(Revised: 05/25/2022)

Montebello Police Department

Rotation Agreement

Law Enforcement Experience

In order to test for the Corporal position officers shall have at least four (4) consecutive years of experience as full-time sworn Police Officers in the State of California. Lateral entry Officers shall have at least two (2) years of experience with the Montebello Police Department. All candidates must meet requirements set forth by the Montebello Civil Service Rules and Regulations and the City Personnel Department.

Evaluation rating Requirement

In order to test for the Corporal position, Officers must maintain a performance evaluation of 6.5 (above standard) overall rating on their most recent performance evaluation at the time of testing. Additionally minimum ratings shall be maintained in the following categories as follows:

1. Job Capacity	6.5
2. Job Accomplishment	6.5
3. Acceptance of Responsibility	6.5
4. Work Attitude and habits	6.5 (in areas A-D)
5. Human Relations	6.5
6. Public Impression Qualities	6.5
7. Judgment	6.5
8. Executive Ability Supervisory Qualities	6.5
9. Writing Ability and Oral Expression	6.5
Overall Evaluation	6.5

Testing Process

The Employee Relation Department from the City of Montebello shall administer the testing process. The Corporal test shall be administered on an as needed basis. The process shall be divided into parts, a written and oral examination.

EXHIBIT A
Montebello Police Department
Rotation Agreement

The Written Test

The written promotional examination shall be selected and administered by the City Personnel Department. The content shall be relative to the Corporal position.

The Oral Examination

Only those Officers who pass the written test will be allowed to proceed to the oral examination phase. The oral interview shall be conducted and scored by raters from law enforcement agencies other than Montebello.

Selection Process

The Corporal selection shall utilize the same civil services rules that apply to the ranks of Sergeant, Lieutenant and Captain. The eligibility list shall be established based on an average of the applicant's scores in both examinations. A certified eligibility list shall be provided to the Chief of Police. The Chief of police can promote any Officer from the eligibility list.

Corporal Supervision

The Corporal Program shall be supervised and managed by the Sergeant or Lieutenant assigned that collateral duty by the Chief of Police. Direct supervision of and performance evaluations for each Corporal shall be the responsibility of the Corporal's immediate supervisor.

Corporal Expectation

Regardless of assignment, Corporals will be required to take on a leadership role. They will be expected to lead by example, to develop, train and motivate the other Officers they work with. Corporals will learn to be innovative problem solvers and excellent communicators. They shall understand, practice and support the organizational mission and values of the Montebello Police Department. They shall accept responsibility for a wide range of duties and strive to be advocates for both the department and the community.

Corporal Duties and Responsibilities

In addition to all general law enforcement duties and responsibilities required of a Police Officer, all Corporals shall also be required to perform the following duties delegated to them by a supervisor:

EXHIBIT A
Montebello Police Department
Rotation Agreement

1. Field Training Officer (FTO)
2. Acting Sergeant
3. Direct and/or supervise the work of other police personnel
4. Conduct use of force investigations
5. Crime scene preservation and processing
6. Direct or facilitate in-service training for their unit or team
7. In the absence of a supervisor, take charge of incidents that require supervision
8. Organize and participate in neighborhood watch and community problem solving meetings
9. Develop, implement and direct problem solving strategies geared towards addressing crime problems and quality of life issues

The senior Corporal on each patrol shift may assume the role of the Field supervisor in the absence of a shift Sergeant. The senior Corporal in specialized units, General Detectives, Narcotic Bureau and traffic Bureau shall assume the role of unit supervisor in the absence of a regular supervisor.

Eligibility for Transfer

Corporals requesting transfers to a specialized unit shall have successfully passed his/her probation period of six months as a Corporal.

Corporals/Officers shall be eligible and considered for transfer to other Bureaus or specialized units within the Department, with the exception of designated positions in the table of organization that allows Officers to be assigned to Bureaus of Specialized positions. The general commitment period for a Corporal in a specialized unit is five (5) years and Officers one (1) year. The Chief of Police may, at his/her discretion, extend the commitment one additional year depending on the needs of the Department. The Chief of Police may transfer a Corporal/Officer prior to the end of their term. The Chief of Police on a case-by-case basis shall examine the commitment by Corporals committed to outside agencies and task forces if the assignment extends past the Corporals past 5-year assignment.

EXHIBIT A
Montebello Police Department
Rotation Agreement

Once a Corporal/Officer has completed his/her term he/she must have completed one full year of patrol service before appointment to a specialized unit.

A Corporal/Officer that is currently in a specialized unit may transfer to another specialized unit within his or her rotation. Upon transferring to another specialized unit the Corporal's /Officer's rotation time continues, until the end of his or her rotation period.

Transfer Positions

1. Narcotics Unit
2. General Detectives
3. Motor Officer
4. Traffic Officer
5. Mental Health Evaluation Team
6. K-9 Unit
7. Community Relations Unit
8. Other specialized positions as determined by the Chief of Police

On/Off-Duty Injuries

While in a specialized unit and a Corporal/Officer is injured while on duty, or suffers a work related illness his/her rotation time ceases. Once the Corporal/Officer returns to full or light duty his/her rotation time resumes to the completion of their five (5) year/one (1) year rotation time, however six months shall be maximum extension period for the combined on duty injury or job related illness/injury (5 ½ years maximum time in the assignment regardless of the number of injuries/illness).

Officers/Corporals on FLSA leave will have a one year maximum extension period per event necessitating the leave.

Officers who are assigned to specialized units who are off on Military leave will return back to their assignment. During that Military leave period, the Chief of Police may designate an Officer to fill the vacant position on a temporary basis.

Montebello Police Department

Rotation Agreement

Temporary Re-assignment

While in a specialized unit, the five year rotation time will toll if any Corporal/Officer is removed from his/her position and placed in a temporary assignment outside the above listed transfer positions, such as acting Sergeant, patrol, or in a position that is necessary to fill as determined by the Office of the Chief of Police.

Once the Corporal/Officer returns to their assigned position their rotation period resumes to completion regardless of the time that they were reassigned. There would be no adjustment for the time if the assignment was merely a lateral move from one specialized unit to another specialized unit. **The Rotational Plan**

The Rotation plan will consist of No time Limit Position(s) and Rotational Position(s).

Non-Rotational Position(s)

There will be no time limit term for these Corporal positions.

The Police Administration Staff and unit supervisors will make recommendations to the Chief of Police as to who is eligible to hold the Non-Rotational Position(s). The Chief of Police will make the selection as to who will hold the Non-Rotational Position(s).

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/Officer at any time at his discretion.

5 Year Rotational Positions(s)

This Corporal position will have a 5 year term as with the rotational plan. The Chief of Police may at his/her discretion, extend the commitment one additional year depending on the needs of the Department.

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/Officer at any time at his discretion.

One (1) year Rotational position Officer Assignments:

This Officer position will have a one (1) year term. The Chief of Police may at his/her discretion, extend the commitment one additional year depending on the needs of the Department.

EXHIBIT A
Montebello Police Department

Rotation Agreement

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/ Officer anytime at his discretion.

Balance rotation and non-rotation Positions

Detective Bureau- four (4) Corporal positions two (2) Officer positions.

2 Non-rotation Corporal Positions, two (2) –Five year corporal and two (2) Officer position (One year rotation)

Narcotics Bureau-Four (4) Corporal positions and two (2) Officer positions.

Two 2 Non-rotation Positions, Two (2)– Five year rotational positions and Two (2) Officer position (One (1) year rotation).

Traffic Unit-Five (5) Corporal/ Officer Positions Three (3) non-rotational corporal/officer and two (2) one year rotational positions.

Community Relations Unit – Two (2) corporal/officer five year rotation

Mental Health Evaluation Team – One (1) corporal/officer five year rotation

K-9 Unit- 2 Corporal Positions

The handler's for the K-9 position will be held for a term considered to be the life of the dog. If the dog is removed from service prior to the handler's first three years of service, he or she will be given another dog. Should the dog be removed from service after the handler's first three years of service, he or she may not be awarded another dog and should return to the Corporal Rotation.

In the event that department staffing levels or positional eligibility are not met, the Police Administration Staff will make recommendations to the Chief of Police as to who is eligible to hold Corporal / Officer Position(s) in specialized positions. The Chief of Police will make the selection as to who will serve in the Specialized Position(s).

EXHIBIT A
Montebello Police Department

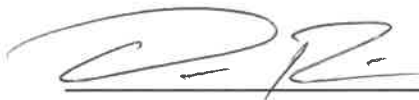
Rotation Agreement

Corporal Insignia

Standard Corporal stripes (2 stripes)

This Rotation Agreement will be entered into the Montebello Police Officer's Association Memoranda of understanding.

This agreed upon Corporal Rotation Plan will supersede any previous Corporal Programs that have been used by this Department. This agreement will not start the time over again for Corporals/officer currently in specialized units. The five year time starts from when the Corporal was initially transferred from patrol to a specialized unit. This Corporal Program will be agreed upon by the City Manager, Chief of police and the Montebello Police Officer's Association.

 9/30/2020

Omar Rodriguez

Date

Montebello Police Officer's Association President

 9-29-20

Brad Keller

Date

Chief of Police

The following directive will be effective August 21, 2016. Any previous memo, directive, or order issued by any member of this department (past or present) on the topic of “beat minimums, staffing levels, or otherwise pertaining to the amount of patrol personnel on-duty” is hereby countermanded.

This memo supersedes any previous memo, directive or order that addressed or addresses “beat minimums, staffing levels, or otherwise pertaining to the amount of patrol personnel on-duty” and will remain in force until such time the chief of police determines otherwise.

Purpose:

The purpose of this directive is to establish a guideline in determining desired and mandatory staffing allocation in patrol to meet the needs of the community and the department.

Ultimately the long-term goal is to implement policy to address our staffing needs not only in patrol but throughout the department (see strategic goals below).

Background:

Traditionally our department has not used the extensive data available to determine appropriate staffing levels or deployment needs.

As we move forward it is the goal of the Department to formalize staffing levels based on workload-based models including peak workload data that has been studied and proven to be the best approach to make staffing decisions.

We are in the process of analyzing our department’s data in order to effectively deploy personnel. This is the first step in formalizing our staffing needs by issuing this directive for short term staffing needs.

The below test model with the addition of SPU and other adjustments to special unit assignments will help us better determine our patrol staffing needs in the future.

Additionally the manner in which calls for service (CFS) are assigned and when they are assigned needs to be examined. For this purpose this directive will address the watch commander’s responsibility when determining when discretionary self-initiated activity should be limited to emergency observations only with the emphasis of patrol personnel remaining available for emergency calls for service.

Strategic Goals:

The goal of implementing the peak workload staffing approach and specialized unit staffing is to provide the most effective possible response to law enforcement emergencies, neighborhood problems and traffic enforcement. This approach to calls for service facilitates problem solving, provides a concentration of personnel in neighborhoods experiencing higher crime levels, and allows significant flexibility in deploying available resources to address emerging crime trends. The five strategic goals listed are the framework for this plan and future direction of the department.

- Reduce Residential and Commercial Burglaries
- Reduce Grand Theft Auto
- Reduce Violent Crime
- Decrease Traffic Collisions
- Decrease Calls for Service related to the Mentally Ill and Homeless

Short term staffing directive:

As we continue to study and analyze information it is the direction of the Chief of Police to establish two methods of determining the staffing levels in patrol for the short term. These staffing levels are determined by information available to us now and will more likely change as we move forward.

Both methods have been determined by a number of factors including but not limited to; days and times of the week/month/year that through preliminary research and analysis show an increase or decrease in field activity; anticipated increase in field activity due to special events; certain holidays, or other activity that one can reasonably anticipate an increase in field activity may occur; [and] the amount of sworn able bodied personnel on-duty and in the City at any given time.

The two levels are desired “soft” staffing levels and mandatory “hard” staffing levels.

Desired “soft” staffing levels:

Desired “soft” staffing levels are the optimal amount of personnel deemed appropriate but not necessarily deemed mandatory to meet the needs of the community and the department.

As one will notice at any given time there is the potential to have anywhere from a minimum of eight patrol personnel, including field supervisor and watch commander, to fourteen field

EXHIBIT B

personnel including the above and special assignments not including detectives, narcotics and other sworn personnel on-duty at any given time.

The desired “soft” staffing levels are described as follows:

- Team One - six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic);
- Team Two - six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic);
- Team Three - six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic);
- Team Four - seven (7) patrol personnel on Thursdays and eight (8) on Fridays and Saturdays not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic).

The watch commander shall have the discretion, based on the needs of the community and the department, to increase staffing levels on a case by case basis. This could include ordering in additional personnel if necessary. The watch commander should determine if the augmentation of on-duty special assignment personnel is sufficient personnel for emergency use.

Using special units to supplant patrol to meet soft staffing levels is not permitted unless approved by the duty chief.

Mandatory “Hard” staffing levels:

Mandatory “hard” staffing levels are the amount of patrol personnel deemed appropriate and necessary to meet the needs of the community and the department.

The Mandatory “hard” staffing levels for patrol personnel are described as follows:

Team One

- Monday - Wednesday four (4) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
 - If no special assignment personnel are on-duty this number increases to five (5)
- Sunday five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)

EXHIBIT B

Team Two

- Monday - Wednesday four (4) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
 - If no special assignment personnel are on-duty this number increases to five (5)
- Sunday five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)

Team Three

- Wednesday - Friday four (4) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
 - If no special assignment personnel are on-duty this number increases to five (5)
- Saturday five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)

Team Four

- Thursday five (5) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
 - If no special assignment personnel are on-duty this number increases to six (6) until 0200 hours
- Friday - Saturday six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
 - If no special assignment personnel are on-duty this number increases to seven (7) until 0400 hours

When four patrol personnel are deployed on these teams the call signs and geographical coverage will change from beat assignments (A through F) to district assignments (1 through 4) based on our district Policing Model.

To distinguish from beat assignment to district assignments the call signs for each district will be designated by team (Team 1,2,3, or 4) the letter Z-Zebra and the applicable district (1,2,3,or 4). For example; team 1 district 1 call sign will be 1Z1, team 1 district 2 call sign will be 1Z2 and so on.

The watch commander shall have the discretion, based on the needs of the community and the department, to increase staffing levels on a case by case basis. This could include ordering in additional personnel if necessary. The watch commander should determine if the

augmentation of on-duty special assignment personnel is sufficient personnel for emergency use.

In the event the “hard” minimums indicated above are not met due to unanticipated vacancies the watch commander shall order other available patrol personnel to work to meet the hard minimums.

Special unit personnel shall not be used to supplant patrol personnel to meet hard minimums unless approved by the duty chief.

Maximum staffing and tactical deployments:

The following holidays and events are considered maximum staffing days with no time off guaranteed for on-duty personnel and all off duty patrol personnel are subject to working mandatory overtime based on departmental staffing needs (this list does not exclude other days being identified as maximum staffing days based on departmental needs):

- New Year’s Eve
- Armenian Commemoration Events typically April 22, 23, and 24th.
- July 4th
- City 5K and Parade typically in the month of October.
- Hearts of Compassion Food Distribution (one Saturday in November and one Saturday in December)
- Christmas at the Cannon, December 24th

Each maximum staffing day will be identified on the bid list for the shift affected. When bidding for a team staff should consider the above and plan appropriately.

Requesting time off:

It is the goal of this department to afford time off to those requesting with notice.

Notice will be defined as follows: Time off request should be submitted no later than 72 hours prior to the requested day(s) off. Request within less than 72 hour notice will be determined on a case by case basis by the on-duty watch commander.

Overtime to cover requests within less than 72 hour notice will not be permitted unless approved by the duty-chief.

Extended time off, three or more consecutive days, should be submitted at least one month in advance. In most instances vacation time will be granted excluding those requests falling on, near, or during maximum staffing events described above.

Calls for Service:

The watch commander has the discretion to determine when any call for service should be held until sufficient patrol personnel are available. Likewise the watch commander may determine that self-initiated discretionary activity be reserved for emergency action only when staffing levels do not permit for such discretionary activity.

Response time to the highest priority call must still remain as rapid as possible, which include those that pose danger to the lives of citizens and/or police officers and present the opportunity to arrest an alleged offender.

Response times are not exclusively staffing driven. Balancing patrol district to minimize travel distances, and hence response times, allows for maximizing rapid response while controlling staffing.

Call prioritization is crucial in achieving response time goals. The proper priority classification and assignment of calls can eliminate unnecessary high speed responses. The goal is to provide the quickest and safest response time to all calls for service, providing the service excellence for the safety of our community.

When the watch commander determines there are not sufficient units available for self-initiated discretionary activity he or she should notify communications to inform patrol staff of such. Communications should notify patrol personnel to remain 10-8 until further notice.

When patrol personnel are informed to remain 10-8 no unit should commit themselves to any activity unless it is an emergency. This includes going out of service for breaks.

Special Problems Unit:

The Special Problems Unit's (SPU) focus is on crime prevention and control. Their duties range from assisting the community with on-going concerns, proactive enforcement, assisting detectives and special projects. Officers utilize a variety of enforcement strategies including marked and unmarked vehicles, bicycles, foot patrols, plainclothes and uniform assignments. Four officers are assigned to the SPU. Their days and hours are determined by the Detective Lieutenant. The SPU is not included in "hard" staffing levels.

Mental Evaluation Unit

The Mental Evaluation Team (MET) consists of a sworn officer who is partnered with a clinician from the Los Angeles County Department of Mental Health (DMH). The MET provides additional resources to patrol by responding to and handling calls involving the mentally ill and homeless. The partnership with Department of Mental Health affords the Police Department

the ability to offer increased service to those individuals who need access to mental health services in an efficient manner. The MET should be on-duty 0800-1800 hours Monday – Thursday. The MET is not included in “hard” staffing levels. The call sign for the MET will be MET One.

Apprehension canine teams:

The apprehension canine teams consists of two K9 teams. The K9 teams provide patrol officers with assistance ranging from tracking of and search for suspects, article searches, and assist with high-risk situations such as high-risk traffic stops. K9 teams should function primarily as cover units and when available be assigned as the backup unit for most calls for service requiring two units. They may be assigned by the Watch Commander to other functions based on the needs of the watch at the time.

K9 teams should not be assigned to handle matters that will take them out of service for extended periods of time unless absolutely necessary and only with the approval of the Watch Commander. K9 teams can be assigned report calls that do not require an extended time out of service.

An apprehension K9 team should be on-duty 1600-0400 hours Sunday, Monday, Tuesday, Thursday, Friday, and Saturday. Canine Officers are included in “hard” staffing levels when on-duty and not in training.

Narcotic detection canine:

The narcotic detection canine (K9) team consists of one team. This team is trained to search for and detect the presence of narcotics. This team will bid for a shift pursuant to policy and be counted as part of the hard staffing levels in patrol.

Traffic Enforcement Response Officer:

The Traffic Enforcement Response (TER) Officer targets speeding and other traffic enforcement issues in the city. The TER Officer works primarily day shift and focuses his or her efforts on traffic accident reduction at intersections with the highest traffic accident rates and by rotating enforcement in school zones in the morning and afternoon high activity times.

The TER Officer also handles traffic complaints from citizens regarding on-going traffic concerns in neighborhoods. The TER Officer is not assigned to investigate traffic collisions unless otherwise assigned. The TER officer will be designated as such by the scheduling watch commander when staffing levels permit. His or her call sign will be T-2 (Tom 2).

Traffic Bureau:

Traffic Bureau Officers are responsible for investigating traffic collisions, hit and run investigations and all fatal vehicle accidents. They also conduct DUI and special enforcement details. Traffic Bureau Officers are not included in “hard” staffing levels.

Note: All special unit supervisors, with the exception of K9, shall submit a weekly schedule to all supervisors and command staff prior to the start of the work week.

Summary and conclusion:

It has become necessary to examine our approach to patrol functions in order to best determine when patrol personnel are deployed and how many patrol personnel are deployed at any given time. The concept of “beat minimums” is outdated and not the best approach to provide superior service to the community we serve.

The concept of peak work load staffing is well studied and proven to work throughout the country. As we continue to analyze data we will modify this plan to meet our needs as a department and for the community, using the peak work load staffing approach.

The peak work load staffing approach may include adjusting start and end times for patrol personnel. Everyone starting at the same time and ending their watch at the same time is an outdated model, not to mention there is no overlap. In order to accomplish briefing and briefing training we will explore the option of one day a week standard start times for patrol teams. With the briefing book being readily available via MDC briefing items of concern should not be an issue.

District policing is another concept that has been well studied and proven to work. The data will be analyzed to determine the appropriate district boundaries based on several factors such as response time, number of calls for service and call type.

It is no secret that crime is increasing throughout the country, Montebello is no different. Increases in crime can be attributed to a number of factors which most recently can be attributed to new legislation. In November it is expected that recreational marijuana use in California will be legal. Other states with legal recreational marijuana use have experienced an increase in calls for service and crime in general particularly DUI, petty theft and traffic collisions.

As laws change, so must the approach to enforcing those laws, which is the intent here. It is the desire of this administration that our staff will embrace and contribute to the changes set forth here and in the future.



The Montebello Police Officers Association

REPRESENTED CLASSIFICATIONS

Police Sergeant
Police Corporal
Police Officer

RESOLUTION NO. 23-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO POLICE OFFICERS ASSOCIATION (MPOA) EMPLOYEES FOR THE PERIOD OF JULY 1, 2023, THROUGH JUNE 30, 2024

RECITALS

WHEREAS the City of Montebello (City) values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees; and

WHEREAS representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours, and working conditions. Due to good faith negotiations, the City and the MPOA developed a comprehensive Memorandum of Understanding (MOU) attached hereto as Exhibit A.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1: The MOU between the City and the MPOA dated July 1, 2023, through June 30, 2024, and attached is hereby approved.

SECTION 2: That the City Clerk shall certify the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 14th day of June 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO)

SS:

RESOLUTION NO. 23-40

Page 2 of 2

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-40 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 June 2023, 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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO POLICE OFFICERS' ASSOCIATION



FOR JULY 1, 2023 THROUGH JUNE 30, 2024

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THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the Montebello Police Officer's Association ("MPOA"), and have agreed to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this comprehensive MOU by majority vote of the MPOA membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution No. 22-37 adopted by the City Council on June 8, 2022, except as otherwise modified herein, existing wages, hours and other terms and conditions for employment shall remain in full force and effect.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered. One (1) year. From 7/1/2023 to 6/30/2024.

SECTION B RECOGNITION

The MPOA is the exclusive representative of the employees in the classifications of Police Officer, Police Corporal, and Police Sergeant bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for MPOA members as well as modifications of existing City codes, rules, and policies.

Incorporation of prior MOU references to City codes, rules, and policies have been adopted during "**Meet and Confer**" sessions and shall be considered adopted by reference in this MOU, specifically the following City policies which are attached as appendices to the MOU:

- a. 2.060.590 Bilingual Pay
- b. 2.060.565 Bereavement Leave
- c. 2.060.227 Longevity Pay
- d. 2.060.517 Educational Reimbursement Programs
- e. 2.060.504 Employee Compensation and Benefits
- f. 2.060.528 Education Incentive Pay

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to deduct MPOA membership dues as authorized by State law.

SECTION F EMPLOYEE LISTS

The City will provide the MPOA with the necessary contact information about bargaining unit members to allow the MPOA to conduct association business on behalf of those members.

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum to promote and provide for harmonious relations, cooperation and understanding between management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum memorializes the terms and conditions for MPOA members as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU.

ARTICLE II – COMPENSATION

SECTION A SALARY INCREASE

The City shall increase the base salary of all MPOA members (whether CalPERS Classic members or CalPERS PEPRA members) as follows:

- a). Effective the first full pay period after July 1, 2023, base pay for each classification will be increased by seven and a half percent (7.5%).

Position	New Range Number	New Annual Salary Range
Police Officer	41	\$89,359-\$111,597
Police Corporal	44	\$96,230-\$120,178
Police Sergeant	51	\$114,387-\$142,854

Annual performance increases will remain on schedule for MPOA members who meet department expectations in their performance evaluation. Employees who achieve a satisfactory evaluation will generally receive a two-step increase. Any deviation down from the 2-step increase shall be justified in writing and be approved by the Chief of Police, or designee. Any increase beyond two (2) steps must be approved by the City Manager.

SECTION B DETECTIVE/TRAFFIC PAY

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

Effective July 1, 2013, employees with a ranking of Sergeant and below who are working in the Detective Bureau, or Investigative Traffic Bureau, shall be paid Incentive Pay in an amount equal to three percent (3%) of his or her base salary.

SECTION C UNIFORM ALLOWANCE

During the second pay period in August of each year, the City shall provide all employees an annual uniform allowance of nine hundred and fifty dollars (\$950).

SECTION D ON-CALL COURT TIME

A three (3) hour minimum shall be provided for "on-call" subpoenas on an employee's regular day off. The existing four (4) hour minimum for court appearances on an employee's regular day off remains in effect. Employees shall not be eligible for reimbursement for mileage incurred traveling to and from court in a personal vehicle related to reporting to subpoenas and court appearances.

SECTION E DETECTIVE CALL OUT

Police officers designated as detectives who are called on their day off shall be guaranteed a minimum of four (4) hours compensation regardless of the actual number of hours called out effective July 2, 1989.

SECTION F MANDATORY IN-PERSON TRAINING MINIMUM HOURS

With prior approval by the Police Chief, MPOA members subject to mandatory, in-person shooting range hours and/or training, in-service training, or other trainings as designated by the Police Chief or his/her designee, on a regular day off (RDO) shall be guaranteed a minimum of three (3) hours compensation.

MPOA members will be paid overtime at the rate of 1.5 times the member's base salary plus incentives in accordance with the Federal Fair Labor Standards Act (FLSA) guidelines.

SECTION G MILITARY SERVICE INCENTIVE

The City agrees to provide MPOA members currently serving in an official branch of the federal or state armed services or have been honorably discharged from an official branch of the federal or state armed services, an additional two hundred fifty dollars (\$250) per month. This incentive will be added to the members' pay effective the first of the month following submission and approval of verifiable documentation.

The incentive is not considered Special Compensation under the California Public Employees Retirement System (CalPERS) guidelines; therefore, it cannot be used when calculating retirement.

SECTION H HEALTH AND WELLNESS STIPEND

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide MPOA members with a one-time stipend aimed at encouraging the health and wellness of the member in the amount of twenty-four hundred dollars (\$2,400).

The stipend will be paid once on the second (2nd) paycheck in February. The members will have the option to elect that the stipend be converted to the City's deferred compensation 457 plan.

The incentive is not considered Special Compensation under the California Public Employees Retirement System (CalPERS) guidelines; therefore, it cannot be used when calculating retirement.

ARTICLE III – RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member," as defined by the Government Code, which define prescribe the employee contribution/cost sharing as follows:

Retirement Tier 1: Employees hired prior to January 1, 2013, or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § § 7533, et seq. These employees are also referred to as "Classic CalPERS Members."

The current retirement formula is 3% at 50.

Retirement Tier 2: Employees hired on or after January 1, 2013, and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members."

The current retirement formula is 2.7% at 57.

SECTION B EMPLOYEE CALPERS CONTRIBUTIONS TO CALPERS

A. CalPERS Classic Members (as defined by CalPERS):

CalPERS Classic members pay the nine percent (9%) employee contributions toward their CalPERS pension. Each CalPERS Classic member shall also contribute an additional three percent (3%) of the employee member contribution of pensionable income to CalPERS for a total obligation by each CalPERS Classic member of twelve percent (12%). The City shall no longer make contributions towards the employee member contribution to CalPERS for any CalPERS Classic MPOA members.

B. CalPERS (PEPRA) Members (as defined by CalPERS):

New CalPERS (PEPRA) members, including each newly hired member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined

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and regularly adjusted by CalPERS). The current normal cost obligation for each PEPR member is twelve and one-quarter percent (12.25%). The normal cost obligation, effective July 1, 2023, is thirteen and one-half percent (13.5%), with potential mandated adjustments thereafter as determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPR from paying any portion of the member contribution for PEPR members.

SECTION C MILITARY SERVICE CREDIT AS PUBLIC SERVICE

The City's contract with the Public Employee's Retirement System includes Section 21024 – Military Service Credit as Public Service.

SECTION D LEVEL THREE SURVIVOR BENEFIT

The City pays the monthly cost of the Level Three Survivor Benefit.

ARTICLE IV – POST-RETIREMENT BENEFITS

SECTION A RETIREE HEALTH BENEFITS

A. Full-time active MPOA safety members hired prior to June 26, 2019.

The City agrees to continue providing the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the Memorandum of Understanding between the City and MPOA for the 2003-2004 negotiations to all full-time MPOA members hired prior to June 26, 2019. The terms and eligibility requirements remain as follows:

- 1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime. Currently, continuation of benefits after a member's eligibility for Medicare is paid for the employee only (not to survivors) through a Trust Account to which the City currently contributes one percent (1%) of the member's salary. Should the Trust assets, at any fiscal year end, be less than three times the current annualized benefits due, the City and MPOA shall meet and confer.
- 2) The Retiree Health Benefit will not apply to the employee's survivors.
- 3) To be eligible, the member must:
 - a) be currently employed as an active full-time safety member of the MPOA.
 - b) be at least 50 years of age (no minimum age requirement for disability retirement.
 - c) retire directly from the City.

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d) have at least fifteen (15) full-time years of active City service at the time of service retirement. The 15 years do not have to be the result of contiguous employment however, the employee's last five years of employment immediately prior to retirement must be as an active, full-time employee of the City, or at least ten (10) full years of active City service at the time of disability retirement. To be eligible for lifetime retiree medical benefits, all fifteen (15) years of service (ten [10] years for disability retirement) must be within the City. Prior lateral service does not count toward retiree health benefits.

4) The monthly retiree benefit will be determined by the number of full years of City service multiplied by twenty-five dollars (\$25.00). The maximum benefit allowable will be calculated at twenty-five (25) years of active City service. The retiree benefit for qualified disability retirement will be calculated in the same manner as for service retirements. Examples of calculations are as follows: fifteen (15) years of City service multiplied by \$ 25.00 = \$375 per month; twenty-five (25) years of City service multiplied by \$25.00 = \$625 per month, which is the maximum benefit allowable.

5) The monthly amount payable will be reduced by any amount paid by the City on the retiree's behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.

6) The retiree will begin receiving the monthly retiree benefit beginning the month following one full month of retirement. The retiree benefit will be paid throughout the retired employee's lifetime or until the employee qualified for Medicare under the federal Social Security Act.

7) The City will issue a warrant to the retired employee on a monthly basis for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion.

B. Full- time members hired on or after June 26, 2019:

All full-time members hired on or after June 26, 2019, shall only, commencing the month following one full month of retirement and continuing through the period prescribed by law, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan in order for the City to be obligated to pay the prescribed premium.

SECTION B TRUST ACCOUNT

The City has established a trust account to be used toward the cost of healthcare coverage for eligible retired members after qualification for Medicare. The City shall contribute one percent (1%) of regular salaries, not including overtime, to be deposited per payroll cycle. Benefits will continue after Medicare eligibility at the same level as pre-Medicare eligibility. The benefit will be paid throughout the employee's lifetime and will not apply to the employee's survivors. The one percent (1%) salary contribution will be counted

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toward total compensation for purposes of salary survey comparisons.

If trust assets, at any fiscal year end, are less than three (3) times the current annualized benefits due, the City will meet and confer with the MPOA.

ARTICLE V – LEAVE BANKS

SECTION A FROZEN ANNUAL LEAVE BANK

Employees have the option of converting previously accrued Annual Leave to cash on an hour for hour basis so long as the employee makes an election before December 31st of each calendar year to receive the cash out in the following year. The maximum cash out of Annual Leave is 240 hours and shall be paid out at the employee's current base rate of pay plus incentives.

Annual Leave can be used as time off upon approval by the Director/Chief based on the needs of the department.

Upon separation from the City, the remaining Annual Leave hours will be paid out to the employee at the member's current base rate of pay.

SECTION B VACATION LEAVE ACCRUALS

1. Accrual and Cap: Employees covered under this MOU shall accrue Vacation Leave and shall have a maximum vacation accrual cap in the amounts listed below. Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.

YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
0 – 2 yrs. (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs. (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs. (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs. (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs. (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs. (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs. – 19 yrs. (157 months 228 months)	6.15 hours	160 hours	320 hours

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20 yrs.	7.69 hours	200 hours	336 hours
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1. Cash Out of Vacation Leave: Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours in the following calendar year. The accrued Vacation Leave affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January. Vacation Leave shall be paid out at the member's current base rate of pay.

All members with a minimum of eighty (80) hours of Vacation Leave may elect to cash out up to forty (40) hours annually. The annual optional election to either cash out or to convert up to forty (40) hours of Vacation Leave to the City's Deferred Compensation 457 plan shall be paid out at the member's current base rate.

2. Other Rules:

- An employee shall be eligible to take annual Vacation Leave during the same year it is earned. The City will update the CSR&R to reflect this change during the term of this MOU. *City agrees to amend this Rule when CSR&Rs are updated.*
- Accrued Vacation Leave will be paid out at separation at the employee's current base rate of pay.
- Vacation hours will be considered hours worked when computing overtime.
- *Employees will be allowed to take Vacation Leave during the first six (6) months of employment. The City will update the CSR&Rs to reflect this change during the term of this MOU.*

SECTION C SICK LEAVE ACCRUALS

1. Accrual and Cap: Employees covered under this MOU shall accrue Sick Leave and shall have a maximum Sick Leave accrual cap in the amounts listed below.

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	SOFT ACCRUAL CAP
3.692	96	1040

2. Sick Leave shall not be granted prior to ninety (90) days of employment.
3. Sick Leave may be allowed for:
 - Personal illness or injury of the employee.

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- Authorized Emergency Leave: Serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the employee's residence (in accordance with Labor Code §§ 233).
- Where an employee which is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230 (c) and 230.1 (a).
- Cases of quarantine.
- Where exposure to contagious diseases would endanger the health of other employees.

4. Other rules:

- Sick Leave may be taken in increments of one-half (1/2) hour or more.
- Sick Leave may not be used for disapproved Vacation Leave.
- For absences of over two (2) days, a medical certificate from a qualified physician may be required.
- To receive compensation while absent on Sick Leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.
- Sick Leave hours will not be considered hours worked when computing overtime. When Sick Leave hours are used, any overtime will be at the rate of 1.0.
- Sick Leave hours over the soft accrual cap of 1040 will be paid out at the rate of half (½) the current base rate of pay during the first (1st) pay period in January.
- After Sick Leave has been exhausted, employees may use accrued Vacation Leave.

5. SICK LEAVE CASH OUT AT SEPARATION:

Payout at separation based on years of service:

YEARS OF CONTINUOUS YEARS OF MONTEBELLO SERVICE	PAY OUT AT SEPARATION UP TO 720 HOURS BASED ON YEARS OF MONTEBELLO SERVICE
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

*The City will pay out the hours to the employee at the current base rate of pay.

SECTION D HOLIDAY BANK

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In the pay period containing January 1st of each year, a holiday bank shall be established for each employee at the rate equivalent to the employee's work schedule for each full holiday in the calendar year.

Annual Holiday Bank

Holiday Hour Bank	Accrual/Cash Out
12 Holidays x # of regular shift hours	Automatic cash out second (2 nd) pay period in January of each calendar year

Shift Schedule	Annual Holiday Hours
4/10 Schedule	120 hours
3/12 & 8 Schedule	144 hours

Holidays

1. NEW YEAR'S DAY-January 1st
2. MARTIN LUTHER KING, Jr. DAY- Third Monday in January
3. PRESIDENT'S DAY-Third Monday in February
4. MEMORIAL DAY- Last Monday in May
5. JUNETEENTH- June 19th
6. INDEPENDENCE DAY-July 4th
7. LABOR DAY-First Monday in September
8. COLUMBUS DAY/INDEGINOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY-November 11th
10. THANKSGIVING DAY-Fourth Thursday in November
11. DAY AFTER THANKSGIVING- Fourth Friday in November
12. CHRISTMAS DAY-December 25th

Employees entering the MPOA during the calendar year shall have a pro-rated holiday bank established containing all designated holidays remaining in the calendar year following their effective date of hire or entry into the MPOA.

Employees changing bargaining units/work schedules will have their banks adjusted for the remaining holidays in the calendar year.

All employees in the MPOA work without regard to holidays. An employee whose regularly scheduled workday occurs on an observed holiday may request to use their holiday hours for the day off (for a Holiday that has already been observed), but the decision to approve or deny the request shall be at the discretion of management.

2. Cash Out of Accrued and Unused Holiday Hours

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If an employee has not used all their holiday hours in the calendar year in which they are earned, they shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the base rate of pay plus incentives. This payment shall be made during the second (2nd) pay period in January of each calendar year. There shall be no carryover of any unused holiday hours from one (1) calendar year to another.

3. Employees Separating from the City

Employees who leave City employment shall be paid a pro-rata amount of unused holiday leave. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1st and the date of the employee's separation. The City will pay out the remaining hours to the employee at the current base rate of pay.

4. Other Rules:

Holiday hours will be considered hours worked when computing overtime.

To receive holiday pay, an employee shall work or have approved leave on his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday.

SECTION E COMPENSATORY TIME OFF (CTO) BANK

The maximum number of Compensatory Time Off (CTO) hours that may be accumulated by MPOA members is one hundred and twenty (120) hours. At separation, CTO hours will be paid out at the member's current base rate of pay.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A MONTEBELLO POLICE DEPARTMENT SWORN PERSONNEL ROTATION POLICY

September 2020 signed Rotation Agreement attached as EXHIBIT A

SECTION B CHANGE IN SCHEDULE & BEAT MINIMUMS

The City adopted the patrol schedule that was developed as a collaborative effort between the MPOA and the Police Administration to meet the City's budgetary reduction requirements. The aforementioned patrol schedule is intended to reduce mandatory beat minimums and provide the optimum coverage possible with the current Table of Organization.

2023 Staffing Levels attached as EXHIBIT B

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

SECTION C FINANCIAL DISCLOSURE

Employees assigned to Detectives, both Adult and Juvenile, Narcotics and Intelligence Units shall be required to make financial disclosure under Government Code Section 3308. In addition, other employees who are placed in assignments in which there is the propensity for bribes or other improper inducements to be offered shall be subject to the financial disclosures required under Government Code Section 3308.

SECTION D WORK SCHEDULES

1. MPOA members may be assigned to the following work schedules dependent on organizational need.
 - a. 3/12 & 8 Work Schedule
 - b. 4/10 Work Schedule
2. Work schedule changes shall require a minimum of fourteen (14) calendar days' notice, except in the case of an emergency as determined by management.

SECTION E WORK PERIOD AND OVERTIME

The City has exercised its ability to take a statutory "7K" exemption for sworn police personnel. The work period for such employees shall be 14 days in length commencing on January 8, 1995, at 12:01 a.m. In determining an employee's eligibility for overtime compensation in a work period, all paid leave, except Sick Leave shall be included as actual hours worked. Although the Fair Labor Standards Act dictates overtime compensation for all hours worked over 86 in a 14-day work period, the City will provide overtime compensation for all hours worked, or deemed worked, over 80 in the work period.

SECTION F RANDOM TESTING

It is recommended that a program of random drug, including alcohol, testing be developed and implemented for Police Sergeants. The parties have agreed in concept and will work together to define the details of the program prior to implementation.

SECTION G MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this Agreement. The City has all rights to manage the City including the establishing of rules, directives and orders except those expressly waived by this Agreement. It is recognized that, except as expressly provided in this Agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees;

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to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge; in compliance with POBR (Police Officer's Bill of Rights) and employment law; to make and enforce.

SECTION H SHARED AGREEMENT CLAUSE

Nothing in this Agreement shall limit the Parties' ability to mutually agree, in writing, to implement different terms than those provided in this Agreement.

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by the City Council. If adopted, the term of this MOU shall be for one (1) year. From 7/1/2023 to 6/30/2024.

Omar Rodriguez

Date

Montebello Police Officers' Association President

Arlene Salazar

Date

Assistant City Manager



APPENDIX A

City of Montebello, California Policy & Procedures Manual

2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

- A.** The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.
- B.** The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.
- C.** The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

- A.** Employees must submit in writing a request to test for Bilingual Pay.
- B.** Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.
- C. Testing:**
 - 1.** Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.
 - 2.** The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's



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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. *Compensation:* Compensation shall be based on Bargaining Unit agreements:

Prior to May 2022:

Bargaining Unit	Monthly Incentive
Montebello Firefighters' Association	\$100
Montebello Fire Management Association	\$100
Montebello Police Officers' Association	\$100
Montebello Police Management Association	\$100
Montebello Supervisors' Association	\$80
Montebello Mid-Management Association	\$70
Montebello City Employees' Association	\$80
Montebello Management Professionals' Association	\$80
Un-represented full-time	\$80

Effective July 1, 2022:

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$50.00 per month
- Writing - \$50.00 per month
- Reading - \$50.00 per month

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- A. Staff currently receiving the bilingual incentive do not have to test again, unless they want to upgrade to the new three-pronged criteria and earn the increased compensation as outlined above.
- B. Bilingual incentive will be calculated into overtime compensation when applicable.
- C. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
- D. **Administration:** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/11/2022)



APPENDIX B

City of Montebello, California Policy & Procedures Manual

2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

- A. "*Immediate family member*" shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including "Step" family members).
- B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, paid at the employee's current base rate of pay plus incentives, which will not be charged against their accrued annual or sick leave.
 - a. California Assembly Bill 1949 (AB 1949) requires employers to allow up to five (5) days of bereavement leave upon the death of a covered family member. The employees may use their leave banks for the additional days.
 - b. AB 1949 requires that the bereavement leave be completed within three (3) months of the date of death and specifies that the bereavement leave need not be taken consecutively.
- C. In the event more than one request for use of bereavement leave per annum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift shall be approved in accordance with AB 1949.
 - 1. In this event, the affected employee may utilize available and accrued leave, including sick leave.
 - 2. If the affected employee does not have sufficient accrued hours banked, they may be granted leave without pay.
- D. Part-time employees shall be granted bereavement leave, following the same



APPENDIX B

City of Montebello, California Policy & Procedures Manual

criteria established for full-time employees, in accordance with AB 1949.

Procedure

- A.** It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.
1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
 2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.
- B.** Upon the return of the affected employee, any additional documentation and signatures shall be obtained.
- C.** In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such a need.
1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
 2. Use of accrued and available leave, including sick leave, may be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours



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Montebello City Employees' Association	30 hours
Montebello Management Professionals Association	30 hours
Non Represented Full Time	30 hours

(Revised: 04/27/22; 04/26/2023)



APPENDIX C

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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the amount agreed to for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full-time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full-time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit



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member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive ten percent (10%) of

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his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive thirteen percent (13%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full-time City MPMA unit service, an MPMA unit member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

MPMA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%

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20 years completed	13%
25 years completed	15%

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MFMA unit, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, fire captain, or fire battalion chief shall count toward years of longevity.

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.

C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time City of Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full-time City sworn personnel unit member service.

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MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after MMMA ratification and City Council adoption of this MOU, each MMMA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty-five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-74, 2019 -2021 MOU]

MONTEBELLO SUPERVISORS' ASSOCIATION

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A. Beginning the first pay period after MSA ratification and City Council adoption of this MOU, each MSA unit member with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full-time service	1.5% base salary increase
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After 15 years of full-time service	2.5% base salary increase
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After 20 years of full-time service	3.5% base salary increase
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After 25 years of full-time service	5.0% base salary increase
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B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty-five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res. 19-46, 2019-2021 MOU]

MONTEBELLO POLICE OFFICERS' ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

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a. For full-time City of Montebello employees who are in the MPOA as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA members who join the MPOA on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full-time sworn police, police supervisory, or police management member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the

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member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive ten percent (10%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21st) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive thirteen percent (13%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPOA member's remaining years of full-time City MPOA service, an MPOA member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary.

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MPOA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

FULL-TIME NON-REPRESENTED EMPLOYEES

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

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C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty-five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MEMA unit, all continuous service as an active, full-time City of Montebello employee, plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count toward years of longevity.

5-9 years of full-time service	\$730.38 monthly amount
10-14 years of full-time service	\$1,278.17 monthly amount
15-19 years of full-time service	\$1,825.96 monthly amount
20+ years of full-time service	\$2,373.75 monthly amount

B. At the completion of five (5) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 9th year.

C. At ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

D. At fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. At twenty (20) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

(Revised: 05/12/2021, 04/26/2023)



APPENDIX D

City of Montebello, California Policy & Procedures Manual

2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

- A.** Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)
- B.** Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**
- C.** Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.
- D.** Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.
- E.** Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**
- F.** Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.



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G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. However, education reimbursement rates are based on current California State University rates. A cap of \$1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of \$2,000.

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.



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(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 07/28/21)



APPENDIX E

City of Montebello, California Policy & Procedures Manual

2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

- A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.
- B. **TOTAL COMPENSATION PHILOSOPHY:** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:
 - 1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
 - 2. The City's total compensation package shall comply with all applicable state and federal laws.
 - 3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.



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- C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

- A. **Compensation (Salary) Schedules:** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.
- B. **Benefits:** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

- a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code.

D. HEALTH INSURANCE CITY CONTRIBUTION

- a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CONTRIBUTION)	CITY
1 Party	Full coverage	
2 Party	\$840.00	
3 Party	\$1,090.00	

- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:



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- i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

- a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
- b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
- c. The monthly Medical Insurance Opt-Out incentive is \$350.00
- d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
- e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
- f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee's expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City's approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.



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(Revised: 03/21/95; 07/28/21)

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2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
A.A. or Intermediate POST	\$425/month	1st full pay period after July 1, 2023
B.A./B.S. or Advanced POST	\$900/month	1st full pay period after July 1, 2023
	\$1,000/month	1st full pay period after July 1, 2024
	\$1,100/month	1st full pay period after July 1, 2025
Master's Degree	\$950/month	1st full pay period after July 1, 2023
	\$1,050/month	1st full pay period after July 1, 2024
	\$1,150/month	1st full pay period after July 1, 2025

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

<u>Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Supervisory Certificate	\$300/month	1st full pay period after July 1, 2023
Management Certificate	\$450/month	1st full pay period after July 1, 2023

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This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first pay period after MFMA ratification and City Council adoption of this MOU, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$ 250/ month for Firefighter 1 Certificate or AA/AS or 60 units
- B. \$ 400/ month for Firefighter II Certificate or BA/ BS or 120 units
- C. \$ 600/ month for Company Officer Certificate

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Basic POST	\$150/month (upon completion of probation)	1 st full pay period after July 1, 2023
A.A. or Intermediate POST	\$500/month	1 st full pay period after July 1, 2023
B.A./B.S. or Advanced POST	\$1,000/month	1 st full pay period after July 1, 2023
Master's Degree	\$1,050/month	1 st full pay period after July 1, 2023
Supervisory	\$300/month	1 st full pay period after July 1, 2023

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of education incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental education incentive pay for those employees that possess a supervisory POST certificate in the amount of \$300/month. This supplemental education incentive pay for possessing a supervisory POST certificate shall be in addition to any education incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

The City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:



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- A. \$250/month for Firefighter I Certificate or AA/AS or 60 units
- B. \$400/month for Firefighter II Certificate or BA/BS or 120 units
- C. \$600/month for Company Officer Certificate

The aforementioned education incentives shall not be stackable. The unit member is entitled to a maximum of one education incentive at a time.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION **MONTEBELLO MID-MANAGEMENT ASSOCIATION** **MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION** **UNREPRESENTED FULL-TIME EMPLOYEES**

Full-time employees in the MCEA, MMMA, MSA, MMPA AND Unrepresented Full-time employees will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

Employees in the MEMA group will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

(Revised: 08/08/2022; 04/26/2023)

EXHIBIT A

Montebello Police Department

Rotation Agreement

Law Enforcement Experience

In order to test for the Corporal position officers shall have at least four (4) consecutive years of experience as full-time sworn Police Officers in the State of California. Lateral entry Officers shall have at least two (2) years of experience with the Montebello Police Department. All candidates must meet requirements set forth by the Montebello Civil Service Rules and Regulations and the City Personnel Department.

Evaluation rating Requirement

In order to test for the Corporal position, Officers must maintain a performance evaluation of 6.5 (above standard) overall rating on their most recent performance evaluation at the time of testing. Additionally minimum ratings shall be maintained in the following categories as follows:

1. Job Capacity	6.5
2. Job Accomplishment	6.5
3. Acceptance of Responsibility	6.5
4. Work Attitude and habits	6.5 (in areas A-D)
5. Human Relations	6.5
6. Public Impression Qualities	6.5
7. Judgment	6.5
8. Executive Ability Supervisory Qualities	6.5
9. Writing Ability and Oral Expression	6.5

Overall Evaluation	6.5
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Testing Process

The Employee Relation Department from the City of Montebello shall administer the testing process. The Corporal test shall be administered on an as needed basis. The process shall be divided into parts, a written and oral examination.

EXHIBIT A
Montebello Police Department
Rotation Agreement

The Written Test

The written promotional examination shall be selected and administered by the City Personnel Department. The content shall be relative to the Corporal position.

The Oral Examination

Only those Officers who pass the written test will be allowed to proceed to the oral examination phase. The oral interview shall be conducted and scored by raters from law enforcement agencies other than Montebello.

Selection Process

The Corporal selection shall utilize the same civil services rules that apply to the ranks of Sergeant, Lieutenant and Captain. The eligibility list shall be established based on an average of the applicant's scores in both examinations. A certified eligibility list shall be provided to the Chief of Police. The Chief of police can promote any Officer from the eligibility list.

Corporal Supervision

The Corporal Program shall be supervised and managed by the Sergeant or Lieutenant assigned that collateral duty by the Chief of Police. Direct supervision of and performance evaluations for each Corporal shall be the responsibility of the Corporal's immediate supervisor.

Corporal Expectation

Regardless of assignment, Corporals will be required to take on a leadership role. They will be expected to lead by example, to develop, train and motivate the other Officers they work with. Corporals will learn to be innovative problem solvers and excellent communicators. They shall understand, practice and support the organizational mission and values of the Montebello Police Department. They shall accept responsibility for a wide range of duties and strive to be advocates for both the department and the community.

Corporal Duties and Responsibilities

In addition to all general law enforcement duties and responsibilities required of a Police Officer, all Corporals shall also be required to perform the following duties delegated to them by a supervisor:

EXHIBIT A
Montebello Police Department
Rotation Agreement

1. Field Training Officer (FTO)
2. Acting Sergeant
3. Direct and/or supervise the work of other police personnel
4. Conduct use of force investigations
5. Crime scene preservation and processing
6. Direct or facilitate in-service training for their unit or team
7. In the absence of a supervisor, take charge of incidents that require supervision
8. Organize and participate in neighborhood watch and community problem solving meetings
9. Develop, implement and direct problem solving strategies geared towards addressing crime problems and quality of life issues

The senior Corporal on each patrol shift may assume the role of the Field supervisor in the absence of a shift Sergeant. The senior Corporal in specialized units, General Detectives, Narcotic Bureau and traffic Bureau shall assume the role of unit supervisor in the absence of a regular supervisor.

Eligibility for Transfer

Corporals requesting transfers to a specialized unit shall have successfully passed his/her probation period of six months as a Corporal.

Corporals/Officers shall be eligible and considered for transfer to other Bureaus or specialized units within the Department, with the exception of designated positions in the table of organization that allows Officers to be assigned to Bureaus of Specialized positions. The general commitment period for a Corporal in a specialized unit is five (5) years and Officers one (1) year. The Chief of Police may, at his/her discretion, extend the commitment one additional year depending on the needs of the Department. The Chief of Police may transfer a Corporal/Officer prior to the end of their term. The Chief of Police on a case-by-case basis shall examine the commitment by Corporals committed to outside agencies and task forces if the assignment extends past the Corporals past 5-year assignment.

EXHIBIT A
Montebello Police Department
Rotation Agreement

Once a Corporal/Officer has completed his/her term he/she must have completed one full year of patrol service before appointment to a specialized unit.

A Corporal/Officer that is currently in a specialized unit may transfer to another specialized unit within his or her rotation. Upon transferring to another specialized unit the Corporal's /Officer's rotation time continues, until the end of his or her rotation period.

Transfer Positions

1. Narcotics Unit
2. General Detectives
3. Motor Officer
4. Traffic Officer
5. Mental Health Evaluation Team
6. K-9 Unit
7. Community Relations Unit
8. Other specialized positions as determined by the Chief of Police

On/Off-Duty Injuries

While in a specialized unit and a Corporal/Officer is injured while on duty, or suffers a work related illness his/her rotation time ceases. Once the Corporal/Officer returns to full or light duty his/her rotation time resumes to the completion of their five (5) year/one (1) year rotation time, however six months shall be maximum extension period for the combined on duty injury or job related illness/injury (5 ½ years maximum time in the assignment regardless of the number of injuries/illness).

Officers/Corporals on FLSA leave will have a one year maximum extension period per event necessitating the leave.

Officers who are assigned to specialized units who are off on Military leave will return back to their assignment. During that Military leave period, the Chief of Police may designate an Officer to fill the vacant position on a temporary basis.

EXHIBIT A
Montebello Police Department
Rotation Agreement

Temporary Re-assignment

While in a specialized unit, the five year rotation time will toll if any Corporal/Officer is removed from his/her position and placed in a temporary assignment outside the above listed transfer positions, such as acting Sergeant, patrol, or in a position that is necessary to fill as determined by the Office of the Chief of Police.

Once the Corporal/Officer returns to their assigned position their rotation period resumes to completion regardless of the time that they were reassigned. There would be no adjustment for the time if the assignment was merely a lateral move from one specialized unit to another specialized unit. **The Rotational Plan**

The Rotation plan will consist of No time Limit Position(s) and Rotational Position(s).

Non-Rotational Position(s)

There will be no time limit term for these Corporal positions.

The Police Administration Staff and unit supervisors will make recommendations to the Chief of Police as to who is eligible to hold the Non-Rotational Position(s). The Chief of Police will make the selection as to who will hold the Non-Rotational Position(s).

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/Officer at any time at his discretion.

5 Year Rotational Positions(s)

This Corporal position will have a 5 year term as with the rotational plan. The Chief of Police may at his/her discretion, extend the commitment one additional year depending on the needs of the Department.

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/Officer at any time at his discretion.

One (1) year Rotational position Officer Assignments:

This Officer position will have a one (1) year term. The Chief of Police may at his/her discretion, extend the commitment one additional year depending on the needs of the Department.

EXHIBIT A
Montebello Police Department
Rotation Agreement

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/ Officer anytime at his discretion.

Balance rotation and non-rotation Positions

Detective Bureau- four (4) Corporal positions two (2) Officer positions.

2 Non-rotation Corporal Positions, two (2) –Five year corporal and two (2) Officer position (One year rotation)

Narcotics Bureau-Four (4) Corporal positions and two (2) Officer positions.

Two 2 Non-rotation Positions, Two (2)– Five year rotational positions and Two (2) Officer position (One (1) year rotation).

Traffic Unit-Five (5) Corporal/ Officer Positions Three (3) non-rotational corporal/officer and two (2) one year rotational positions.

Community Relations Unit – Two (2) corporal/officer five year rotation

Mental Health Evaluation Team – One (1) corporal/officer five year rotation

K-9 Unit- 2 Corporal Positions

The handler's for the K-9 position will be held for a term considered to be the life of the dog. If the dog is removed from service prior to the handler's first three years of service, he or she will be given another dog. Should the dog be removed from service after the handler's first three years of service, he or she may not be awarded another dog and should return to the Corporal Rotation.

In the event that department staffing levels or positional eligibility are not met, the Police Administration Staff will make recommendations to the Chief of Police as to who is eligible to hold Corporal / Officer Position(s) in specialized positions. The Chief of Police will make the selection as to who will serve in the Specialized Position(s).

EXHIBIT A
Montebello Police Department
Rotation Agreement

Corporal Insignia

Standard Corporal stripes (2 stripes)

This Rotation Agreement will be entered into the Montebello Police Officer's Association Memoranda of understanding.

This agreed upon Corporal Rotation Plan will supersede any previous Corporal Programs that have been used by this Department. This agreement will not start the time over again for Corporals/officer currently in specialized units. The five year time starts from when the Corporal was initially transferred from patrol to a specialized unit. This Corporal Program will be agreed upon by the City Manager, Chief of police and the Montebello Police Officer's Association.

 9/30/2020

Omar Rodriguez

Date

Montebello Police Officer's Association President

 9-29-20

Brad Keller

Date

Chief of Police

EXHIBIT B



MONTABELLO POLICE DEPARTMENT INTEROFFICE MEMORANDUM

"Dedicated to Superior Service"

Chief Paul M. Espinoza

Date: January 9, 2023

To: All Sworn Personnel

From: Chief Espinoza 

Subject: Directive 23-01

The following directive will be effective March 12, 2023. Any previous memo, directive, or order issued by any department member (past or present) on the topic of "beat minimums, staffing levels, or otherwise about the number of patrol personnel on duty is countermanded.

This memo supersedes any previous memo, directive, or order that addressed or addressed beat minimums, staffing levels, or otherwise about the amount of patrol personnel on duty and will remain in force until such time the chief of police determines otherwise.

Purpose:

This directive aims to establish a guideline for determining desired and mandatory staffing allocation in patrol to meet the community and department needs.

Ultimately, the long-term goal is to implement a policy to address our staffing needs in patrol and throughout the department (see strategic goals below).

Background:

Traditionally our department has not used the extensive data available to determine appropriate staffing levels or deployment needs.

As we move forward, the Department's goal is to formalize staffing levels based on workload-based models, including peak workload data that has been studied and proven to be the best approach to make staffing decisions.

We are in the process of analyzing our department's data to deploy personnel effectively. This is the first step in formalizing our staffing needs by issuing this directive for short-term staffing needs.

EXHIBIT B

The below test model, with the addition of SPU and other adjustments to special unit assignments, will help us better determine our patrol staffing needs in the future.

Additionally, how calls for service (CFS) are assigned and when they are assigned needs to be examined. For this purpose, this directive will address the watch commander's responsibility when determining when discretionary self-initiated activity should be limited to emergency observations only, with an emphasis on patrol personnel remaining available for emergency calls for service.

Strategic Goals:

Implementing the peak workload staffing approach and specialized unit staffing is to provide the most effective response to law enforcement emergencies, neighborhood problems, and traffic enforcement. This approach to calls for service facilitates problem-solving, provides a concentration of personnel in neighborhoods experiencing higher crime levels, and allows significant flexibility in deploying available resources to address emerging crime trends. The five strategic goals listed are the framework for this plan and the department's future direction.

- Reduce Residential and Commercial Burglaries
- Reduce Grand Theft Auto
- Reduce Violent Crime
- Decrease Traffic Collisions
- Decrease Calls for Service related to the Mentally Ill and Homeless

Short-term staffing directive:

As we continue to study and analyze information, it is the direction of the Chief of Police to establish two methods of determining the staffing levels in patrol for the short term. These staffing levels are determined by information available to us and will likely change as we move forward.

Both methods have been determined by several factors including but not limited to; days and times of the week/month/year that, through preliminary research and analysis, show an increase or decrease in field activity, the anticipated increase in field activity due to special events; certain holidays or other activity that one can reasonably anticipate an increase in field activity may occur; [and] the amount of sworn able-bodied personnel on-duty and in the City at any given time.

The two levels are desired "soft" and mandatory "hard" staffing.

Desired "soft" staffing levels:

EXHIBIT B

Desired “soft” staffing levels are the optimal amount of personnel deemed appropriate but not necessarily deemed mandatory to meet the needs of the community and the department.

As one will notice, at any given time, there is the potential to have anywhere from a minimum of six patrol personnel, including field supervisor and watch commander, to twelve field personnel, including the above and special assignments not including detectives, narcotics, and other sworn personnel on-duty at any given time.

The desired “soft” staffing levels are described as follows:

- Team One - five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);
- Team Two - five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);
- Team Three - five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);
- Team Four – five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);
- Team Five – three (3) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);
- Team Six – three (3) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);

Based on the needs of the community and the department, the watch commander shall be able to increase staffing levels on a case-by-case basis. This could include ordering additional personnel if necessary. The watch commander should determine if the augmentation of on-duty special assignment personnel is sufficient for emergency use.

Using special units to supplant patrol to meet soft staffing levels is prohibited unless the duty chief approves.

Mandatory “Hard” staffing levels:

Mandatory “hard” staffing levels are the amount of patrol personnel deemed appropriate and necessary to meet the needs of the community and the department.

The Mandatory “hard” staffing levels for patrol personnel are described as follows:

Team One

- Sunday, (5) patrol personnel will staff the team. Mon – Tuesday (alternating Wednesday) from 0600 to 1800 shall be staffed by four (4) patrol personnel, not

EXHIBIT B

including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Team Two

- Sunday – Tuesday (alternating Wednesday) from 1800 to 0600 shall be staffed by four (4) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Team Three

- Thursday – Friday (alternating Wednesday) from 0600 to 1800 shall be staffed by four (4) patrol personnel; Saturday will be staffed by (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Team Four

- Thursday - Saturday (alternating Wednesday) from 1800 to 0600 shall be staffed by four (4) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Team Five

- Sunday - Tuesday (alternating Wednesday) from 1300 to 0100 shall be staffed by two (2) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Team Six

- Thursday - Saturday (alternating Wednesday) from 1400 to 0200 shall be staffed by two (2) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Based on the needs of the community and the department, the watch commander shall be able to increase staffing levels on a case-by-case basis. This could include ordering additional personnel if necessary. The watch commander should determine if the augmentation of on-duty special assignment personnel is sufficient for emergency use.

EXHIBIT B

If the "hard" minimums indicated above are not met due to unanticipated vacancies, the watch commander shall order other available patrol personnel to work to meet the hard minimums.



ITEM # 11

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arnold M. Alvarez-Glasman, City Attorney

BY: Arnold Glasman, City Attorney

**SUBJECT: APPOINTMENT OF ACTING CITY MANAGER AND APPROVAL OF
TERMS OF EMPLOYMENT**

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Appoint Arlene Salazar as Acting City Manager for the City of Montebello; and
2. Make certain adjustments to Ms. Salazar's terms of employment during the time she serves as the Acting City Manager; and
3. Direct the processing of a Personnel Action Form to reflect the terms approved as set forth in this report.

FISCAL IMPACT:

The salary adjustment established would result in Ms. Salazar receiving a fifteen percent (15%) adjustment during her tenure as Acting City Manager. All other benefits provided to Ms. Salazar would remain the same as currently provided.

BACKGROUND/DISCUSSION:

With the vacancy in the position of the City Manager, the City Council has considered the need to appoint an individual to assume the responsibilities in an Acting Capacity. The City Council has expressed the desire to appoint current Assistant City Manager, Arlene Salazar, to serve as Acting City Manager during the recruitment process for appointing a permanent City Manager. Pursuant to California Government Code Section 54957.6(a), any action which results in final action on the compensation of an unrepresented employee such action must take place in open session.

ENVIRONMENTAL:

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

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N/A

ANALYSIS:

The City Council intends to appoint Arlene Salazar to serve as Acting City Manager effective May 24, 2023. The terms of such appointment are as follows:

- Increase Ms. Salazar's salary level from \$121.19 per hour to \$139.36.
- Upon completion of her service as Acting City Manager, she will return to her employment as Assistant City Manager, subject to her existing terms of employment.
- During her tenure as Acting City Manager, Ms. Salazar will retain terms of employment as expressed in the Memorandum of Understanding for Montebello Executive Management Association and also all other terms of employment as currently provided as Assistant City Manager.
- Certain accommodation regarding temporary time away from the office will be provided to facilitate the relocation of a family member out of State, but she will be available during such limited periods of time.
- This action will be memorialized by the processing of a Personnel Action Form.

SUMMARY:

Staff recommends that the City Council (a) appoint Arlene Salazar as Acting City Manager for the City of Montebello; (b) make certain adjustments to Ms. Salazar's terms of employment as set forth in this report during the time she serves as the Acting City Manager; and process a Personnel Action Form to reflect the terms approved herein.

ATTACHMENT(S)

None

NEXT STEPS:

N/A



ITEM # 12

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Nick Razo, Director of Human Resources

SUBJECT: **APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3767 WITH HAZELRIGG CLAIMS MANAGEMENT SERVICES, INC., A COMPANY OF TRISTAR CLAIMS MANAGEMENT SERVICES, INC.**

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3767 with Hazelrigg Claims Management Services, Inc. (HCMS), a company of TRISTAR Claims Management Services, Inc. (TRISTAR), to exercise a one-year (1-year) term contract extension to provide third party administration (TPA) services for the City of Montebello's (City) self-insured workers' compensation program, and limited TPA services for the general liability program; and
2. Authorize the Assistant City Manager and/or her designee to execute Amendment No. 1 with TRISTAR on behalf of the City; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

Through Amendment No. 1, TRISTAR will be compensated a total not-to-exceed amount of \$278,000 (Workers' Compensation - \$240,000 & General Liability - \$38,000), to account for costs associated with the revised Scope of Work over the proposed additional 1-year term (see Attachment A). Funding for Agreement No. 3767 will be allocated from the Self-Insurance Fund proposed Fiscal Year 2023-24 operating budget: Contract Services – Workers' Compensation, Account No. 700-99-6040.11; and Contract Services Liability – General Liability, Account No. 700-99-6040.13. Sufficient appropriations exist in the FY 2022-23 adopted budget to pay for services in June, with appropriate funding included in these accounts in the proposed FY 2023-24.

BACKGROUND/DISCUSSION:

In April 2020, the City entered into Agreement No. 3767 to receive TPA services for the City's self-insured workers' compensation and general liability programs. The initial term of the agreement was for three (3) years (from May 16, 2020, to May 15, 2023) with the option to exercise up to two (2), 1-year term contract extensions (see Attachment B).

In Summer 2020, HCMS began discussions with TRISTAR to acquire its book of business, including the responsibility to provide TPA services for the City's workers' compensation and general liability program. On January 1, 2021, HCMS merged with TRISTAR, the largest privately owned, independent third-party claims administrator in the United States. The City received notice of the merger and agreed to HCMS delegating its duties and rights to TRISTAR in accordance with Agreement No. 3767, Section 15. – Subcontract, Assignment, or Delegation.

On November 16, 2022, the City Council approved updating the City's Master Position Control to add two (2) full-time equivalent (FTE) positions (Principal Risk Officer and Risk Management Assistant) to the Human Resources Department. Both positions were created to assist in reducing the reliance on third party support for certain risk management duties. Moreover, these positions help expedite claims by streamlining and managing general liability matters to efficiently cure cases and minimize on-going costs.

ENVIRONMENTAL:

N/A

ANALYSIS:

Under the authority of Agreement No. 3767, the City Council is being asked to approve a 1-year term contract extension (from May 16, 2023, through May 15, 2024), and a revised Scope of Work (see Attachment C) that will decrease the proposed annual not-to-exceed amount from \$331,776 to \$278,000. The proposed Amendment No. 1 will extend TRISTAR's TPA services for the City's self-insured workers' compensation program; and limited TPA services for the City's general liability program, specific to the use of TRISTAR's computerized claims management information system to properly track past, existing, and future general liability claims. This extension will provide ample time for staff to develop and issue a request for proposals (RFP) to solicit proposals from highly qualified vendors to provide TPA services tailored to the City's risk management programs.

SUMMARY:

Staff recommends that the City Council approve Amendment No. 1 to Agreement No. 3767 (attached hereto in substantial form) with TRISTAR for the total not-to-exceed amount of \$278,000, to provide TPA services for the City's self-insured workers' compensation program and limited TPA services for the general liability program; authorize the Assistant City Manager, and/or her designee, to execute Amendment No. 1 on behalf of the City; and direct staff to take such additional, and related, action that

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

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may be desirable.

ATTACHMENT(S)

1. Attachment A - Revised Scope of Work
2. Attachment B - Agr No. 3767 - Hazelrigg
3. Attachment C - Amendment No. 1 to Agr No. 3767

NEXT STEPS:

N/A



June 6, 2023

John Soria
 Assistant Director, Human Resources
 City of Montebello
 1600 W. Beverly Blvd.,
 Montebello, CA 90640

JSoria@ Sent via Email: JSoria@montebelloca.gov

Re: City of Montebello - Workers' Compensation & Liability Extension/Amendment
 Effective Date: 5/16/23

Dear John::

Per our discussions and Tom Veale's revised quote to you, I am submitting this amended Workers' Compensation & Liability Extension/Amendment letter.

The original service agreement allows for two optional years to extend the three-year contract as of May 16, 2023. We are currently in the third year of the agreement and below is a summary of the proposed fees for the remaining contract years. The fees below for Workers' Compensation claims administration services are reflective of the fees noted in the original contract with TRISTAR continuing to administer the claims.

Service	Current Year (05/16/2022 – 05/15/2023)	Year 4 (Optional) 05/16/2023 – 05/15/2024	Year 5 (Optional) 05/16/2024 - 05/15/2025
Workers' Compensation	\$235,000 Annual Fee	\$240,000 Annual Fee	\$245,000 Annual Fee

The fees noted below for Liability take into consideration your request for quote with the City assuming further claims administration of it's own claims and TRISTAR ceasing further claims administration services as of 7/1/23. The City's liability claims would be self-administered. Additionally, the liability data would continue to be housed in the SIMS System and the City would have read-only access. A TRISTAR claims assistant would be available to perform the following tasks:

- Set up new claims in claims system
- Copy notes provided by the City and paste to the appropriate claim, as directed.
- Issue payments as directed by the City.
- Index claims as directed

The attached Scope of Services, details the liability services included in the fee noted below. I have also attached the Preferred Provider Specialty Services fee sheet that details rates for allocated loss adjustment expenses (ALAE) expenses for both WC and Liability as of 5/16/23.



Service	Current Year (05/16/2022 – 05/15/2023) –	Partial Year 4 (Optional) TRISTAR Administers Claims 05/16/2023 – 06/30/2024	Partial Year 4 (Optional) The City Self- Administers Claims 7/1/2023 – 5/15/2024	Year 5 (Optional) The City Self- Administers Claims 05/16/2024 - 05/15/2025
Liability	\$89,116 Annual Fee	\$91,776 Annual Fee	\$38,000 Annual Fee	\$39,500 Annual Fee

You have indicated that the City wishes to exercise the Year 4 Extension related to workers' compensation claims and the City will be drafting an Extension.

Related to liability claims, you have indicated that the fees noted in this letter for optional year 4, will be submitted to City Council for consideration.

I will await further response from you. Thank you again for choosing TRISTAR Claims Management Services, Inc. We truly value your business and look forward to our continued partnership with the City of Montebello.

Sincerely,

Delina Gonzaga
Director, Client Services
TRISTAR Claims Management Services, Inc.
(562)506-0300 Ext. 4926

cc: Gina Skibar, Risk Manager/Human Resources, City of Montebello, 16000 W. Beverly Blvd., Montebello, CA 90640
sent via email to GSkibar@montebelloca.gov.

Attachment: Preferred Provider Specialty Services Schedule as of 5/16/23
Scope of Services for Liability Claims – Self Administered

General Liability

The City of Montebello hereby engages HCMS a TRISTAR Company, to provide third-party claims administrative services for the City, in support of the City's self-administration of general liability claims as of 7/1/23.

1. HCMS shall utilize its computerized claims management information system to input all claims reported.
2. Maintain a claim file on each reported claim. The claim files will be the CITY's property and will be available for inspection by the City upon request.
3. Provide statistical and loss experience reports concerning the claims.
4. Comply with all MMSEA reporting requirements.
5. Index all claimants and plaintiffs.
6. Conduct background checks on vendors.
7. Maintain a bank account for the City.
8. Issue payments to vendors and claimants as directed by the City.

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3767

BY AND BETWEEN

CITY OF MONTEBELLO

AND

**Hazelrigg Claims
Management Services,
Inc.**

CONSULTANTS

THIS AGREEMENT ("Agreement") is made and entered into on April 9, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Hazelrigg Claims Management Services, Inc. (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT may be referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY proposes to utilize the services of CONSULTANT as an independent contractor to provide Third Party Administration Services, as more fully described herein; and

WHEREAS, CONSULTANT represents that CONSULTANT possesses 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

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 upon the date the last of the Parties executes this Agreement hereinbelow ("Effective Date"), and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

Thereafter, this Agreement may be extended for a maximum of Two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

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. PERFORMANCE.

A. CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform the Professional Services, 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 option to retain, subject to CITY's written approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of 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's regular working hours to CITY for review and audit by CITY.

SECTION 4. WORK PRODUCT.

A. All work material produced pursuant to this Agreement, including but not limited to reports, documents or other written material shall be and remain solely owned by CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may retain copies of such work material as desired. All or any portions of any work material shall not be the subject of a copyright application. Upon termination of this Agreement CONSULTANT shall provide to CITY all work material.

B. 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. 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.

C. Documents may be provided in each Party's standard software formats. The Parties recognize that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with the other Party'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, each party agrees to defend indemnify and hold the other Party, 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 either Party be liable for any loss of use, profit or any other damage.

SECTION 5. 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 6. CITY SUPERVISION.

The City Manager 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 7. TERMINATION.

Either party may terminate this Agreement for cause. The CITY may, in its sole discretion, terminate this Agreement for cause or for convenience.

A. Termination for Cause. 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.

If the default is not cured within ten (10) days, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party stating its intent to terminate such Agreement. If the default is not resolved within thirty (30) days and the parties do not mutually extend the time in writing, this Agreement shall automatically cease and terminate.

In the event of termination for cause occasioned by default of CONSULTANT, CITY may take over the work and prosecute the same to completion by contract or otherwise and at the expense of CONSULTANT. CONSULTANT and its sureties shall be liable to CITY for any cost occasioned in the event of any such termination for cause. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this Agreement, including the Termination for Convenience provisions set forth below.

In the event of a termination for cause, CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactorily 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 thirty (30) business days before the termination is to be effective. If this Agreement is terminated for convenience, 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. If this Agreement is terminated for convenience, CONSULTANT shall be reimbursed for any "non-refundable" costs that CONSULTANT has reasonably 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) CONSULTANT provides CITY with adequate proof that CONSULTANT reasonably incurred the costs, and is unable to obtain a refund for such costs; and (3) such costs were within the scope of Professional Services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONSULTANT for performance of Professional 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 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 9. 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 10. INDEPENDENT CONTRACTOR.

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 it is in any manner an elected official, officer, or employee of

CITY. No employee benefits shall be available to CONSULTANT 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. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT's employees or CONSULTANT'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. 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 subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONSULTANT or any employee, agent, or subcontractor 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 subcontractors, 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 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 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 12. 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 13. 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 arising out of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 14. 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, as set forth below, against all claims 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 **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 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 CONSULTANT for CITY and to require each of its subcontractors, 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 subcontractors, 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: (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). The CITY's acceptance of any such certificate(s) of insurance, declaration page(s), or policy renewal(s) shall not constitute a waiver and shall not excuse CONSULTANT's obligation to carry, maintain, and keep in full force and effect all of the minimum insurance required by this Agreement.

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-contributory 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 subcontractors, 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 full performance of CONSULTANT's duties to indemnify, hold harmless and defend under Sections 9 & 13 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. Should any of CONSULTANT's insurers refuse or decline to provide full and complete coverage, indemnity, or defense of the minimum insurance requirements of this Agreement, CONSULTANT shall defend, indemnify, protect and hold harmless the CITY.

CITY reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 15. 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-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved. The CITY's approval or denial of such subcontracting, delegation or assignment shall not be construed as controlling CONSULTANT as an employee.

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 adequately provide the Professional Services, or 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 CONSULTANT under the Agreement.

SECTION 16. 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 17. DISPUTE RESOLUTION; GOVERNING LAW.

The laws of the State of California shall govern this Agreement. 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 18. ATTORNEY'S FEES AND COSTS.

In any litigation, arbitration, or other proceeding by which one Party seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert fees, costs, expenses, and necessary disbursements, in addition to any other relief deemed appropriate.

SECTION 19. 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 20. 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 21. 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:

René Bobadilla, City Manager
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

Arlene Alvarez-Hazelrigg, President
Hazelrigg Claims Management Services
15342 Fairfield Ranch Road, Suite 250
Chino Hills, CA 91709

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONSULTANT 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. CONSULTANT 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 23. CONFLICT OF INTEREST.

CONSULTANT and its officers, employees, associates and subconsultants, 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.

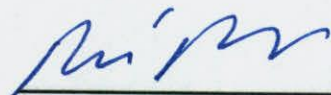
CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by CITY as a result of the recommendations made by CONSULTANT. CONSULTANT's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

SECTION 24. ENTIRE AGREEMENT.

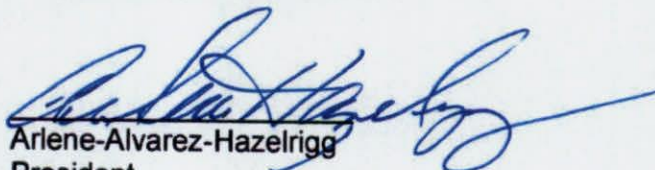
This Agreement contains the entire understanding between CITY and CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. 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

**HAZELRIGG CLAIMS
MANAGEMENT SERVICES**



Rene Bobadilla
City Manager

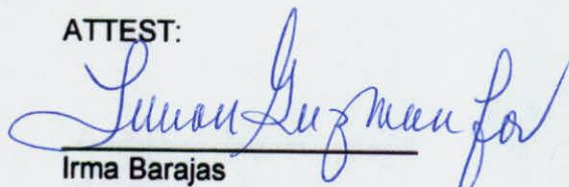


Arlene-Alvarez-Hazelrigg
President

Dated: 5/2/2020

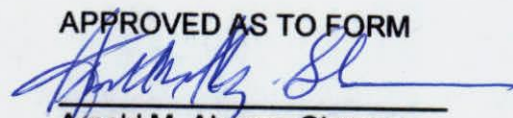
Dated: 4-16-20

ATTEST:



Irma Barajas
City Clerk

APPROVED AS TO FORM



Arnold M. Alvarez-Glasman
City Attorney

Fees and Costs

Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer's most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts per item. Provide pricing using the following table/format.

PROPOSAL COST SHEET - Addendum No. 1							
	Year 1		Year 2		Year 3		
Descriptions	Rate/Unit	Not to exceed Annual Cost	Rate/Unit	Not to exceed Annual Cost	Rate/Unit	Not to exceed Annual Cost	TOTAL 3-Years
Program Administration	Per Year	\$ 225,000	Per Year	\$ 230,000	Per Year	\$ 235,000	\$ 690,000
Medical Provider Network	\$ 70	Per Claim	\$ 70	Per Claim	\$ 70	Per Claim	
Medical Billing Reviews (MBR)	\$ 10.00	Per Bill	\$ 10.00	Per Bill	\$ 10.00	Per Bill	
MBR PPO Savings *	20%	Per Bill	20%	Per Bill	20%	Per Bill	
MBR Specialty Reviews *	10%	Per Bill	10%	Per Bill	10%	Per Bill	
Utilization Review Auth Only	\$ 25	N/A	\$ 25	N/A	\$ 25	N/A	
UR Nurse Level	\$ 145	N/A	\$ 145	N/A	\$ 145	N/A	
UR Peer Review	\$ 245	N/A	\$ 245	N/A	\$ 245	N/A	
Nurse Case Management	\$ 95	N/A	\$ 95	N/A	\$ 95	N/A	
Nurse Field Case Management	\$ 98	N/A	\$ 98	N/A	\$ 98	N/A	
Medicare Secondary Payer Compliance Services	ALAE	N/A	ALAE	N/A	ALAE	N/A	
ISO Indexing Fee	\$ 15	N/A	\$ 15	N/A	\$ 15	N/A	
One-Time Data Conversion Fee	\$ 3,500	N/A	\$ -	N/A	\$ -	N/A	
Pharmaceutical Services**							
Subrogation Services	No Cost		No Cost		No Cost		
Annual Licensing Fee (View only - 2 Licenses) - Optional	\$ 3,500	N/A	\$ 3,500	N/A	\$ 3,500	N/A	
TOTAL ANNUAL AMOUNT		\$ -		\$ -		\$ -	\$ 690,000

* Capped at \$6,500

** Contracted through myMatrixx

Exhibit "A"

Scope of Services

Workers' Compensation

The above below program administration fee contemplates handling all claims activity in a 12-month period (open tail claims transferred, and any new claims reported during the contract year). The flat Annual Fee includes all the following claims adjusting services:

- | | |
|---|----------|
| • All Claims Management Functions (tail and new) | Included |
| • Claim Reporting | Included |
| • Fraud Reporting | Included |
| • Subrogation Recovery | Included |
| • Bank Account Management | Included |
| • Public Self-Insurer's Annual Report | Included |
| • 1099 Notices | Included |
| • Third party claims administration; | |
| • Customized client service instructions; | |
| • Data entry to claim system and new file claim set-up; | |
| • Quarterly claim file reviews, including status reports as required, or as requested; | |
| • Meetings/conference calls with assigned legal counsel, and other ancillary service providers as necessary or requested; | |
| • Claim system account customized for the client (includes changes to divisions/departments, etc. as requested); | |
| • Customized employee and provider notifications, division posters; | |
| • Reporting for brokers, excess carriers, actuaries, State and Federal mandated reporting requirements including submission for annual experience modification factor. Customized monthly, quarterly, annual and periodic reporting as required, as requested by the client including annual stewardship and hospital comparison reports; | |
| • Cost containment reports including medical and facility provider bills and pharmacy reports; | |
| • OSHA logs; | |
| • Claim system training; | |
| • Client education programs. | |

The following fees are considered Allocated Loss Adjustment Expenses (ALAE) and are not included in the administration fee.

- Fees of attorneys, including representation at hearings or pretrial conferences;
- Fees of court reporters;
- Court costs, court fees and court expenses, service of process;
- Costs of undercover operative and detective services;
- Costs of employing experts for advice, opinions, or testimony concerning claims under investigation or in litigation and costs of appraisals;
- Costs of independent medical examinations and/or evaluations for rehabilitation and/or to determine the extent of Client's liability;
- Costs of legal transcripts of testimony taken at coroner's inquests, criminal proceedings, or civil proceedings;
- Costs of copies of public records and/or medical reports;
- Fees paid to witnesses and corresponding travel expenses;
- Costs of photographs and photocopy services;
- Vocational rehabilitation, medical case management and utilization review; Medical bill review services;
- Preferred Provider Organization fees or other similar cost containment programs;
- Electronic Index Bureau inquiry or reporting fees;
- Interest paid as a result of litigation;
- State mandated electronic data interchange (EDI) costs, if applicable;
- Closed claim file storage, if applicable;
- MSA Reporting;

Federal query/reporting fees for Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007.

General Liability

The City of Montebello hereby engages HCMS to provide third party claims administrative and adjustment services for the City.

1. HCMS shall monitor and review all reported claims to HCMS, which will or may potentially expose the CITY, including, but not limited to, coverage verification, investigation, reserving, evaluation, litigation management, and preparation of periodic claims status reports to the CITY.
2. HCMS will also be responsible for reporting any and all reported claims to the CITY's excess carriers that will or may potentially expose the CITY in excess of its self-insured retention, if any for that fiscal year.
3. HCMS will attend CITY meetings and/or closed session meetings as required by the CITY.
4. HCMS shall utilize its computerized claims management information system to input all claims reported including development of necessary forms and training.
5. Maintain a claim file on each reported claim. The claim files will be the CITY's property and will be available for inspection by the CITY upon request.
6. Provide statistical and loss experience reports concerning the claims status at each claims administration meeting and/or file review meeting.
7. Engage at its discretion and with the CITY's prior approval the services of defense counsel, coverage counsel, and investigators. Expenses for all such services shall be an "allocated expense."
8. Be available and involved as necessary for consultation on various claims and related issues potentially involving the CITY and all related risk management functions concerning the property and liability program.
9. Comply with all MMSEA reporting requirements.
10. Index all claimants and plaintiffs.

Exhibit "B"

Schedule of Performance

The Term of this Agreement shall commence on May 16, 2020, (the "Commencement Date") and shall continue through May 15, 2021, ("Initial Term"). The Agreement shall then remain in full force, for two full years thereafter, from May 16, 2021 through May 15, 2023 ("the Term"). The City may, in its sole discretion, extend the Term for two (2) additional one (1) year extensions subject to City Council approval.

Consultant shall perform all Services timely in accordance with Exhibit "A" Scope of Services.

The Contract Officer may approve extensions for performance of the Services in accordance with Section 2.

Exhibit "C"

Schedule of Compensation

Workers' Compensation

HCMS Workers' Compensation Annual Fee

The flat Annual Fee will be invoiced at the beginning of each month. The total annual flat fee is:

Year 1: \$225,000
Year 2: \$230,000
Year 3: \$235,000
Year 4 (Optional): \$240,000
Year 5 (Optional): \$245,000

- **Start-up Fee:** One-time fee of \$3,500 to start the program, convert any Client data, printing, administration.
- **Medical Provider Network:** \$70 per claim.
- **Claims System User:** Annual view-only user fee: Two (2) view-only licenses provided at \$3,500.00 per year.
- **Medical Bill Review:** We review all medical bills in-house utilizing specialized software. Pricing structure \$10.00 per bill, plus 20% of PPO savings capped at \$6,500 per bill. 10% of savings on all Specialty Reviews (in-patient / out-patient) capped at \$6,500 per bill.
- **Utilization Review:** We process all Utilization Reviews in-house utilizing Arissa Cost Strategies' software. Price is \$25 per Authorization Only Letter; \$145 for Nurse Level and \$245 for Peer Review.
- **Investigative (Sub-rosa and AOE/COE):** We use various investigative firms. Fees are charged back to the file as an Allocated Loss Adjustment Expense (ALAE).
- **Disability Case Management:** On a case by case basis, if we feel a Nurse Case Manager (NCM) would help manage the disability of an injured worker. Utilization of a NCM is assigned after consultation with the client. The cost for a Nurse Case Manager is \$95 per hour and Field Nurse Case Manager is at \$98 per hour, plus mileage.

General Liability

HCMS General Liability Annual Fee

The Flat Annual Fee shall be invoiced monthly. The total Flat Annual/Monthly fee is:

Year 1: \$84,000 -- \$7,000 Monthly

Year 2: \$86,250 -- \$7,210 Monthly

Year 3: \$89,116 -- \$7,426 Monthly

Year 4 (Optional): \$91,776 -- \$7,648 Monthly

Year 5 (Optional): \$94,524 -- \$7,877 Monthly

CITY OF MONTEBELLO

**AMENDMENT NO. 1 TO AGREEMENT NO. 3767
WITH HAZELRIGG CLAIMS MANAGEMENT SERVICES, INC.,
A COMPANY OF TRISTAR CLAIMS MANAGEMENT SERVICES, INC.**

This Amendment No. 1 to Agreement No. 3767 ("**Amendment No. 1**") is made and entered into as of the 14th day of June 2023 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("**City**"), and TRISTAR Claims Management Services, Inc., a corporation duly organized and existing under the law of the State of California ("**Consultant**"). City and Consultant are sometimes hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, Effective January 1, 2021, Hazelrigg Claims Management Services, Inc. ("**HCMS**"), merged with **Consultant**, the largest privately owned, independent third-party claims administrator in the United States. The **City** received notice of merger and agreed to HCMS delegating its duties and rights to the **Consultant** in accordance with Agreement No. 3767, Section 15. – Subcontract, Assignment, or Delegation; and

WHEREAS, **City** and **Consultant** are Parties to that certain Agreement No. 3767, to provide third party administration for workers' compensation and general liability services with an "Effective Date" of May 16, 2020 ("Agreement"), pursuant to which **City** contracted with **Consultant** to provide services as defined in the Agreement; and

WHEREAS, Section 24 – "Entire Agreement" of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, hereby desire to amend the Agreement to extend the term for an additional one-year (1-year) term on the conditions set forth in the Agreement and as provided herein; and

WHEREAS, by exercising the option to extend the Agreement by an additional 1-year, an amendment to the Compensation and Scope of Work (further defined below) is also required.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this **Amendment No. 1**, the Parties hereto agree to extend the term of the Agreement from May 16, 2023, to May 15, 2024; unless such time is further extended in writing by a subsequent amendment and executed by both Parties.

SECTION 3: AMENDMENT TO COMPENSATION. Through this **Amendment No. 1**, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with this **Amendment No. 1** and as follows:

*“The agreed-upon compensation for the consulting services contemplated in the Agreement and memorialized in **Amendment No. 1** shall not exceed the annual amount of **Two Hundred Thousand and Seventy-Eight Dollars (\$278,000)**. Such sum shall include all amounts payable to **Consultant** for its subcontracts, leases, materials, and cost arising from, or due to termination of the Agreement. **City** shall pay **Consultant** upon thirty (30) days of receipt of invoice and full acceptance of product and services by the **City**. Said compensation of the **Amendment No. 1** shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner of time specified in the aforesaid Agreement; and also include those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risk of any description connected with the work.”*

SECTION 4: AMENDMENT TO THE SCOPE OF WORK. Through this Amendment No. 1, the Parties hereto also agree to replace the Scope of Work previously made part of Agreement No. 3767 with the “Revised Scope of Services” (Exhibit “A”) attached hereto and made part of this Amendment No. 1.

SECTION 5: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 1 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

AMENDMENT NO. 1 TO AGREEMENT NO. 3767

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IN WITNESS WHEREOF, the Parties have executed this **Amendment No. 1** to Agreement No. 3767 to provide third party administration for workers' compensation and general liability services as of the day and year first above written.

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

**TRISTAR CLAIMS MANAGEMENT
SERVICES, INC.**

By: _____
Arlene Salazar, Assistant City Manager

By: _____
Tom Veale, President

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney

Exhibit "A"

REVISED SCOPE OF SERVICES



ITEM # 13

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Michael Chee, Director of Public Affairs & Information Technology
Michael Solorza, Director of Finance

**SUBJECT: INFORMATION TECHNOLOGY INFRASTRUCTURE PROJECT
STATUS UPDATE AND BUDGET AMENDMENT**

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. File and receive the attached detailed budget update reporting spending details of year one of the Information Technology upgrade project and related spending; and
2. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$3,613,179 in Accounts No.100-99-4023.10, 100-99-7000.85, and 325-99-4999.30; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

In April of 2022, the City Council approved a Professional Services Agreement with IBE Digital to implement a 5-year Strategic Information Technology Infrastructure Improvement Project. This authorized the City Manager to execute a five-year term agreement with IBE Digital to implement the agreement to include improvements and upgrades to the City's network, storage and related software and hardware purchases, including procurement of installation and related services required and used by staff in all departments. This was in response to a security and technology assessment which resulted in the defined scope of work.

The required budget adjustment recognizes \$3.613 million in CSLFRF, also referred to as ARPA, revenue and applies it towards year-to-date expenses in the capital project fund created to track the information technology project expenses (Fund 325). Because the CSLFRF funds are recorded as unrecognized revenue in the General Fund,

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

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accounting principles and rules require a three-step process to recognize the revenue in Fund 325. First, revenue is recognized in the General Fund (Account No. 100-99-4023.10), then a Transfer Out (expense) is done in the General Fund to move the revenue to Fund 325 (100-99-7000.85). The final step is to recognize the revenue in Fund 325, to offset the approved expenses already incurred (325-99-4999.30).

The Non-Departmental/Information Technology Upgrades project requires a \$3,613,179 budget amendment (to move funds from general fund balance sheet to the IT Project fund) to utilize Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) also referred to as ARPA, towards the citywide information technology security, network, storage and productivity project currently underway. As noted in prior reports and communication to the City Council, the entire CSLFRF award amount of \$16.59 million was booked as “unrecognized” revenue, per required accounting procedures. As the revenue is used (i.e., as expenses are incurred), it is “recognized” in the appropriate fund and account.

Expenses have been incurred fiscal year-to-date related to the Information Technology upgrade five-year project. The funding of this project requires budget amendments to record the revenue against the expenses in Fund 325, I.T. Upgrade Project capital fund. This report provides details on those expenses as well as background on the necessary and required information technology security, storage, software and related project details.

The attached detail of life to date expenses of the I.T. upgrade project (Attachment A) show the breakdown between hardware, software and labor. Over 98% of the project expenses (\$3.558 million) are for hardware and software purchases: servers, network switches, workstation computer replacements, software licenses (e.g., Office 365), etc which the majority has been rolled out and in use. The remaining \$55,388 in expenses are for installation and deployment (i.e., labor) directly related to installing the new servers, network switches that are on order and software.

Remaining elements of the project:

1. Deployment of new Access Switches city wide. The hardware has been on order for nearly a year, but has faced ongoing delays due to chip shortages industry wide.
2. The remaining balance pertains to labor and professional services to be performed as per description in the Professional Services Agreement scope of work with IBE Digital.
3. On-going costs related to licensing associated with Office365 and other critical software applications.

BACKGROUND/DISCUSSION:

The City of Montebello had sought to make upgrades and improvements to its entire I.T.

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infrastructure which had significantly degraded over time. The result was the completion of the assessment that was presented to City Council in detail at a special meeting at the Quiet Cannon. I.T. infrastructure was at high risk of failure and security compromise due to many years of neglect and failure to upgrade necessary hardware and software components required to conduct and maintain city business and operations.

Significant portions of IT infrastructure had degraded to the point the City faced and experienced constant equipment failures, massive data loss, security breaches and failure to comply with federal requirements for protection of and access to City records and data. Further the assessment discovered that the City was not paying for software licenses for critical production applications (Excel, Word, PowerPoint, Outlook), Adobe and other related software.

The overall goals and objectives of this network backbone hardware and software upgrade project included but was not limited to replacing obsolete hardware, improving operational efficiency and effectiveness, improving cybersecurity posture and standing to meet or exceed recommended protocols for government agencies, and providing disaster recovery/connectivity redundancy (continuity of operations).

As a result of hardware and software updates to date, the City is in compliance with licensing, using current technologies that enhances cyber security, utilizing modern day cloud-based storage, with storage redundancy. The IT project upgrades include:

- Core Data Center Deployment
- XiLeap Disaster Recovery and Business Continuity System
- Network Security Enhancements
- Microsoft 365 Migration
- Multi-Factor Authentication
- Network Infrastructure Upgrade
- Desktop and Laptop Computer Replacements
- Managed Security Services
- VoIP Phone System Replacement
- Document Management Upgrades

ENVIRONMENTAL:

N/A

ANALYSIS:

City staff have reviewed and prepared a detailed report on the budget spent in year one of this five-year contract with IT contracted consultant IBE Digital (Attachment A).

While the project timeline suffered some delays due to supply chain and equipment manufacturing caused by pandemic disruptions to supplier production, significant

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

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progress was made in the past year to implement these upgrades. To date the following has been accomplished or is in progress:

1. Configuration of all City departments to Microsoft Office365 including email domain registration as MontebelloCA.gov and deployment of Teams messaging and related Office365 applications.
2. Configuration of full desktop and laptop computer replacements (including monitors) installed at all City staff workstations and department locations.
3. Network Infrastructure Upgrades at 85% completion, including:
 - a. Core Data Center server installation of new servers.
 - b. Migration of department data from old unstable servers to new and more secure new on-site servers.
 - c. It is anticipated that by the end of July 2023, all City server data will complete the migration to new secure on-site servers.
4. Deployment of multi-factor authentication for more secure data protection and access, beginning with Montebello Police Department, in order to bring them into compliance with Department of Justice requirements.
5. City-wide phone system Voice Over Internet (VoIP) hardware and software currently in deployment, providing much needed improvement to ease of use for callers and staff.

SUMMARY:

Staff recommends City Council review the record of funds expended to date, acknowledge installation and improvements to City operating hardware and software and file and receive information for reference. In addition, there are required budget amendments (transfer from one fund to another) to recognize revenue to cover expenses in Fiscal Year 2022-23, increasing appropriations by \$3,613,179 in Accounts No.100-99-4023.10, 100-99-7000.85, and 325-99-4999.30.

ATTACHMENT(S)

1. Attachment A - IT Infrastructure Project Expense Tracking

NEXT STEPS:

N/A

Citywide Information Technology and Security Upgrade Project
FUND 325 FY 2022-23 Expenditures

ATTACHMENT A

Date	Invoice No.	Amount	Description	Details
3/27/2023	452954	\$ 22,337	Hardware	Dell
5/4/2023	454424	\$ 41,342	Hardware	Phones
8/22/2022	445360	\$ 119,256	Hardware	Nutanix
11/29/2022	448996	\$ 7,461	Hardware	Nutanix
5/4/2023	454420	\$ 148,421	Hardware	Nutanix
5/17/2023	454857	\$ 19,683	Hardware	Nutanix
8/22/2022	445359	\$ 164,359	Hardware	Switch Project
10/31/2022	448093	\$ 5,852	Hardware	Switch Project
3/27/2023	452947	\$ 17,054	Hardware	Switch Project
8/22/2022	445361	\$ 8,926	Hardware	Laptops
9/7/2022	446116	\$ 46,345	Hardware	Workstations
9/21/2022	446508	\$ 113,990	Hardware	Laptops
9/21/2022	446509	\$ 10,710	Hardware	Mounts
10/31/2022	448095	\$ 175,426	Hardware	Monitors
10/31/2022	448096	\$ 346,112	Hardware	Computers
12/2/2022	449152	\$ 26,030	Hardware	Yubikey
Total		\$ 1,273,303		
2/23/2023	452771	\$ 6,600	Labor	IT Labor
4/28/2023	454233	\$ 41,197	Labor	Nutanix Installation and Deployment Part 1
12/9/2022	449390	\$ 7,591	Labor	DUO Deployment
Total		\$ 55,388		
8/18/2022	445260	\$ 326,643	Software	Nutanix
10/31/2022	448094	\$ 51,088	Software	Nutanix
2/2/2023	451091	\$ 8,995	Software	Veeam
10/12/2022	447363	\$ 1,104,252	Software	Xileap
8/18/2022	445256	\$ 16,550	Software	Quest Migration Software
7/28/2023	444651	\$ 318,864	Software	Microsoft Licenses
8/15/2022	CH#1596	\$ (6,377)	Software	Microsoft Licenses refund check
5/1/2023	454240	\$ 3,327	Software	Microsoft Licenses
10/31/2022	448092	\$ 1,980	Software	Duo Access
1/6/2023	450113	\$ 118,117	Software	CITRIX
8/18/2022	445257	\$ 341,050	Software	Switch Project
Total		\$ 2,284,488		
Hardware	\$	1,273,303	35.2%	<=% of Total Spent
Software	\$	2,284,488	63.2%	
Labor	\$	55,388	1.5%	
Total	\$	3,613,179		



ITEM # 14

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: ANNUAL APPROVAL OF CITY'S INVESTMENT POLICY

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-53 approving the Investment Policy Statement for the City and Successor Agency as required by Government Code Section 53601 et al.

FISCAL IMPACT:

Approval of the updated Investment Policy Statement has no immediate fiscal impact. State Government Code requires annual review and approval of the investment policy by a City's governing body, even if no changes are made to the policy.

The attached policy remains unchanged from the version approved by the City Council last year (June 8, 2022). Staff is bringing the policy for City Council review and approval so this process is aligned with the annual budget development and adoption, and that annual review and approval per Government Code is assured.

BACKGROUND/DISCUSSION:

State Government Code requires cities to have a City Council approved investment policy that guides the investment of idle cash. The policy is intended to provide specific criteria for the prudent investment of City and Successor Agency funds. The ultimate goal of the policy is to enhance the economic status of the City while protecting funds under management and meeting daily cash flow needs.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

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The City of Montebello has an investment policy statement most recently reviewed and approved on June 8, 2022 (and prior to that, August 19, 2019, October 28, 2020, June 23, 2021). Government Code requires an annual review and approval of the investment policy statement – even if no changes are made. The 2019 approval was the first time the City's investment policy was updated since 2011, with a previous update done in 2007. The irregular nature of review and updating of the policy required a much more thorough updating in October, 2020. The June 8, 2022 update was routine, as the review process is now aligned on an annual basis and coincides with budget review and adoption.

The updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program. The CMTA investment policy program utilizes public treasury officials to review public agency policies to ensure they comply with best practices and Government Code. For the first time in the City's history, the City's policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello.

There are no changes to the attached award winning policy for Fiscal Year 2023-24. The policy (Attachment B) fully incorporates Government Code Section 53601 et al allowable investments. Having the ability to further diversify funds, and improve safety and liquidity while also gaining some yield is a prudent move.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council is being asked to adopt a resolution approving the Investment Policy Statement of the City and Successor Agency. There are no changes to the investment policy, and it remains identical to the version adopted on June 8, 2022. This approval will continue the re-alignment of investment policy consideration so that it occurs annually in June.

ATTACHMENT(S)

1. ATTACHMENT A - Resolution No. 23-53 Investment Policy Update 06_14_2023

NEXT STEPS:

N/A

RESOLUTION NO. 23-53

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO ADOPTING AN INVESTMENT POLICY STATEMENT
FOR THE CITY AND SUCCESSOR AGENCY**

RECITALS

WHEREAS, State Government Code Section 53646(a) sets guidelines for how local officials should submit an investment policy; and,

WHEREAS, Government Code requires the investment policy to be considered, reviewed and approved annually at a public meeting; and,

WHEREAS, the Investment Policy Statement of the City and Successor Agency was last reviewed and considered by the City Council on June 8, 2022; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO
HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:**

SECTION 1. Investments of City funds shall be made in accordance with the Investment Policy Statement attached hereto as Exhibit A and made part hereof.

SECTION 2. The policies adopted by this resolution are in addition to and supplement any other legal requirements.

SECTION 3. The City Treasurer and/or Director of Finance shall deliver a copy of the Investment Policy Statement to any and all financial institutions which hold City and/or Successor Agency funds and investments.

SECTION 4: 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 14TH DAY OF JUNE, 2023

David Torres, Mayor

RESOLUTION NO. 23-53

Page 2 of 2

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-53 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 June, 2023 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 - Investment Policy Statement



City and Successor Agency Montebello

Investment Policy Fiscal Year 2023-24

**Adopted by City Council
June 2023**

City/Successor Agency of Montebello
Investment Policy

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1. INTRODUCTION

This Statement of Investment Policy (“Investment Policy” or “Policy”) is intended to provide specific criteria for the prudent investment of City and Successor Agency funds. The ultimate investment goal is to enhance the economic status of the City while protecting funds under management and meeting the daily cash flow demands of the City and Successor Agency. This investment policy has been prepared in conformance with all pertinent existing laws of the State of California including California Government Code Sections 53600, et seq. (NOTE: throughout this Policy, it is understood that any reference to “City” is inclusive of the “Successor Agency.”)

2. SCOPE

This investment policy applies to all of the City's idle cash invested in various vehicles and encompasses all monies under the direct oversight of the City Treasurer and Director of Finance and include the General Fund, Reserve Funds, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Permanent Fund, Proprietary Funds, Trust and Agency Funds, including the Successor Agency to the Dissolved Montebello Redevelopment Agency, and any other funds that may be created. These funds are accounted for in the City of Montebello's Comprehensive Annual Financial Report (CAFR).

3. DELEGATION OF AUTHORITY

Authority to manage the City of Montebello's investment program is derived from California Government Code Section 53601 et al. The authority of the City Council to invest or reinvest monies of the City has been delegated by the City Council to the City Treasurer and Director of Finance until such time the delegation is revoked. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance.

4. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or that impairs their ability to make impartial investment decisions. Employees and investment officials shall disclose any material financial interests that could be related to the performance of the City's investment policy annually with the California Fair Political Practices Commission or as necessary under the Political Reform Act and Government Code Section 1090 et seq.

5. PRUDENCE/PRUDENT INVESTOR STANDARD

The City's pooled investment program operates under the Prudent Investor Standard, Government Code Section 53600.3, and applicable State laws. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, responsible/delegated officials shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired and sold as authorized by law. This affords a broad spectrum of investment opportunities so long as the investment is deemed prudent and permissible by the State of California, various bond indentures and this policy. It is the goal of officials so authorized under this Policy to strive to invest 100 percent of idle funds.

6. INTERNAL CONTROLS

The Director of Finance and/or his/her designee shall establish procedures that separate the internal responsibility for management and accounting of the investment portfolios. An analysis by an external independent auditor shall be conducted annually to review internal controls, account activity and compliance with policies and procedures.

7. INVESTMENT OBJECTIVES

The City's cash management system is designed to accurately monitor and forecast revenues and expenditures, thus enabling funds to be invested to the fullest extent possible. A diversified portfolio is maintained to accomplish the primary objectives in the order of safety, liquidity, and yield.

Safety: The safety/risk associated with an investment refers to the potential loss of principal, accrued interest or a combination of these. Credit risk is mitigated by monitoring financial institutions with which he/she will do business, and by careful scrutiny of the credit worthiness of the investment instruments as well as the institutions. Such resources as nationally recognized statistical-rating organization (NRSRO) services are utilized for this review. Mitigation of interest rate risk is sought through diversification of instruments as well as maturities.

Liquidity: The portfolio will be structured with sufficient liquidity to allow the City to meet anticipated cash requirements. This will be accomplished through the purchase of a diversity of instruments to include those with active secondary markets, those that can match maturities to expected cash needs, and the State Local Agency Investment Fund (LAIF) with immediate withdrawal provisions.

Yield: A competitive market rate of return is the third objective of the investment program after the fundamental requirements of safety and liquidity have been met. The portfolio shall be managed to consistently attain a market rate of return throughout budgetary and economic cycles. Whenever possible, and consistent with risk limitations and prudent investment management, the City will seek to augment returns above the market average rate of return through the implementation of active portfolio management strategies.

8. PERFORMANCE EVALUATION

Investment performance is continually monitored and evaluated by the City. Investment portfolio reports are generated on a monthly and quarterly basis and submitted to the City Council, City Manager, and Investment Committee. A quarterly Treasurer's report is also presented to the City Council and Investment Committee.

9. DIVERSIFICATION

The City will diversify use of investment instruments to avoid unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities.

Market price volatility shall be controlled through maturity diversification, as well as ensuring adequate liquidity is available to meet cash flow requirements, thereby precluding the need to sell instruments at a market loss.

Risk of default will be controlled by acquiring instruments such as Government Securities, or by diversifying the portfolio within the constraints and parameters of Section 17 of this Policy, Authorized and Suitable Investments.

10. PORTFOLIO SEGREGATION

Within the overall funds managed, bond proceeds held by fiscal agents or trustees shall also be segregated and invested in accordance with each indenture.

The primary purpose of any separately managed bond proceeds is to structure investment maturities to meet current and future liabilities. The preservation of principal and the maintenance of liquidity are the most important factors regarding the investment of bond proceeds. Portfolio yield is not a primary factor since the portfolio structure, eligible investment assets and maturity restrictions are governed by draws and expenditure schedules of the issues. Performance will be based upon maximizing permitted positive arbitrage within the context of principal preservation as a first priority (pre-1986 Tax Reform Act issuances) or minimizing or eliminating negative arbitrage (yield-restricted issues).

11. BOND ISSUANCE ARBITRAGE REBATE

The U.S. Tax Reform Act of 1986 requires the City to perform annual arbitrage calculations and rebate excess earnings to the U.S. Treasury for investment returns that exceed the allowable interest earnings limit of each bond issue. The arbitrage calculation process must be conducted for the investment of proceeds of bond issues sold after the effective date of this law. This arbitrage calculation will be contracted out to provide the necessary technical expertise to comply with this regulation. The City's investment position relative to the interest rate arbitrage restrictions is to have safety and the highest permitted return the law allows as the highest priority while ensuring the preservation of principal and liquidity.

12. QUALIFIED DEALERS

The City shall transact business only with Registered Investment Advisors, national or state-chartered banks, savings and loans, and broker dealers. The dealers should be primary dealers regularly reporting to the New York Federal Reserve Bank, or approved regional or secondary market dealers that qualify under the Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

Authorized officials of the City may direct a fiscal agent or trustee to execute investment transactions on behalf of the City for funds held by that fiscal agent or trustee.

The City will monitor broker/dealers and their firms to ensure they are in good standing with the appropriate regulatory agencies.

13. SAFEKEEPING OF SECURITIES

To protect against losses caused by the collapse of individual securities dealers, all securities owned by the City, including collateral for repurchase agreements, shall be held in safekeeping by a third party bank trust department acting as agent for the City under the terms of a custody agreement or, in the case of funds held by the fiscal agent or trustee, the fiscal agent or trustee shall segregate and report securities held on the City's behalf. Any trade executed by a dealer is required to settle on a delivery versus payment basis with the City's safekeeping agent.

Fiscal agents or trustees in receipt of City of Montebello bond proceeds will settle security transactions on a delivery versus payment method based upon instructions provided by the authorized City official or the City's investment advisor. The fiscal agents or trustees will issue monthly custodian statements evidencing securities held in safekeeping, including the receipt of interest and maturity proceeds, the disbursement of funds for the purchase of securities, and the receipt of any sale proceeds.

14. COLLATERALIZATION

All demand deposits, time deposits and repurchase agreements are to be fully collateralized with securities authorized by the California Government Code and the City.

- The cost value (book value) of collateral pledged for demand deposits must at all times be equal to or greater than the amount on deposit, plus accrued interest, in accordance with the following ratio:
 - U.S. Treasury Securities: 110%
- The cost value (book value) of collateral pledged for repurchase agreements must at all times be equal to or greater than the par amount, plus accrued interest, with the following ratios:
 - U.S. Treasury Securities: 102%
 - U.S. Government Agencies: 102%
- It is the policy of the City to require reports at least on a quarterly basis from institutions with which the City has pledged security interest. The adequacy of collateralization shall be monitored to ensure that balances are collateralized in accordance with the ratios approved herein.
- With regard to repurchase agreements, it is the policy of the City to initiate a margin call in the event pledged collateral falls below the appropriate ratio.
- Collateralized investments and deposits often require substitution of collateral. Any broker or financial institution requesting substitution must contact the City for approval in the event the counterparty to the transaction is not authorized under agreement with the City to make substitutions.

15. MAXIMUM MATURITIES

In accordance to California Government Code Section 53601, The City will not invest in any securities maturing more than five (5) years from the settlement date of purchase. If there is a desire to make investments longer than five years, express authority to make those investments, either specifically or as part of an investment program, must be approved by the City Council no less than three months prior to the investment.

16. INVESTMENT POOLS/MONEY MARKET MUTUAL FUNDS

A thorough investigation of any government sponsored pool and/or mutual fund is required prior to investing and on a continual basis. There shall be a questionnaire completed which will provide the following information:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often and what size of deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.

- A description of how the pool/fund utilizes reserves, retained earnings, etc.
- A fee schedule, including when and how fees are assessed.
- The eligibility of the pool/fund to invest in bond proceeds and special district funds, and a description of its practices.

17. AUTHORIZED AND SUITABLE INVESTMENTS

The City is governed by the California Government Code, Sections 53600 et seq. Within the context of these limitations and based on the cost at the time of purchase, the following investments are authorized:

INVESTMENT TYPE	MAXIMUM MATURITY	MAXIMUM SPECIFIED % OF PORTFOLIO	MINIMUM QUALITY REQUIREMENTS	GOVERNMENT CODE SECTIONS
U.S. Treasury Obligations	5 years	None	None	53601(b)
U.S Agency Obligations	5 years	None	None	53601(f)
State Obligations— CA And Others	5 years	None	None	53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
Local Agency Bonds	5 years	None	‘A’ rating category or its equivalent or better	53601(a)
Bankers’ Acceptances	180 days	40%	None	53601(g)
Commercial Paper— Non-Pooled Funds	270 days or less	25% of the Agency's Money	Highest letter and number rating by an NRSROH	53601(h)(2)(C)
Commercial Paper— Pooled Funds	270 days or less	40% of the Agency's Money	Highest letter and number rating by an NRSROH	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30%	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50%	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50%	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	20% of the base value of the portfolio	None	53601(j)
Medium-Term Notes	5 years or less	30%	“A” rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple	53601(l) and 53601.6(b)

Collateralized Bank Deposits	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Supranational Obligations	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)

- A. United States Treasury Obligations: Bills, Bonds, and Notes, or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the portfolio that can be invested in this category.
- B. United States Agency Obligations: Issued by United States Federal agencies or government-sponsored enterprise obligations, or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises. Although there is no percentage limitation on these issues, the "prudent investor" standard shall apply to investments from a single agency.
- C. State Obligations (California/Other States) and California Local Agency Obligations: Registered state warrants or treasury notes or bonds of the State of California or any of the other 49 states and bonds, notes, warrants or other evidences of indebtedness of any local agency within California, including bonds payable solely out of the revenues from a revenue producing property owned, controlled or operated by the state or local agency or by a department, board, agency or authority of the state or local agency.
- D. Local Agency Bonds: Includes bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency rated "A" or better by a NRSRO.
- E. Bankers' Acceptances: If purchased may not exceed 180 days to maturity or 40 percent of the cost (book) value of the portfolio. No more than 5 percent of the cost (book) value of the portfolio may be invested in Bankers' Acceptances issued by any one bank. Prior to the purchase of any Banker's Acceptance, the portfolio manager shall review the rating of the issuing bank. Bankers' Acceptances of issuing financial institutions shall have both a short and long term rating in the highest category by at least one nationally recognized rating agency at the time of purchase.
- F. Commercial paper (Pooled and Non-Pooled Funds): Ranked of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by NRSRO and issued by a domestic corporation having assets in excess of \$500 million. The commercial paper must also have an "A" or better rating for the issuer's debt, other than commercial paper, if any, as

provided by a NRSRO. Purchase of commercial paper from corporations on negative credit watch by a major rating agency shall be prohibited. Purchases of eligible commercial paper may not exceed 270 days to maturity.

- G. Negotiable and Non-Negotiable Certificates of Deposit (including Placement Service Deposits/Certificates of Deposit): Negotiable Certificates of Deposit are limited to 30% of the City's monies which may be invested, with no maximum limit for Non-Negotiable Certificates of Deposit. Placement Service Deposits/Certifications of Deposit have a limit of 50% of the portfolio.
- H. Repurchase agreements: The City may invest in repurchase agreements with banks and primary dealers with whom the City has entered into a master repurchase agreement that specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed 365 days. In order to conform with provisions of the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully guaranteed as to principal and interest by, the United States Government such as Treasury bills, Treasury notes or Treasury bonds with less than a five year maturity.
- I. Reverse repurchase agreements/Securities Lending Agreements: The City may invest in reverse repurchase agreements only with those banks and primary dealers with whom the City has entered into a master repurchase agreement outlining terms and conditions of repurchase and reverse repurchase agreements.
- J. Corporate medium term notes: Issued by a domestic corporation having an "A" or better rating criteria at time of purchase on its long-term debentures as provided by a NRSRO. The aggregate total of all purchased medium term notes may not exceed 30 percent of the cost value of the portfolio. No more than 5 percent of the cost value of the portfolio may be invested in corporate medium term notes issued by any one corporation. Commercial paper and bankers' acceptance holdings shall be considered when calculating the maximum percentage in any issuer name.
- K. Mutual Funds/Money market mutual funds: Having a rating of "AAA" or an equivalent by no less than two NRSRO with no load and maintained at \$1 par value. No more than 20 percent of the cost value of portfolio value at time of purchase should be invested in this category, and the City's investment in any specific mutual fund will not exceed 10 percent of that mutual fund's total assets.
- L. Mortgage Pass-through and Asset Backed Securities: A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this subdivision shall not exceed 20 percent of the agency's surplus moneys that may be invested pursuant to this section.
- M. County Pooled and/or Joint Powers Authority Investment Funds: The city may invest in a joint powers authority organized pool that invests in the securities and obligations authorized in 53601(a) to (q) inclusive. There is no limitation as to the percentage of monies that can be invested in either a County or Joint Powers Authority pool

- N. Local Agency Investment Fund: The City may invest in the LAIF established by the State Treasurer for the benefit of local agencies up to the maximum permitted by State law.
- O. Supranational Obligations: Securities of United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated “AA” or better by an NRSRO and shall not exceed 30 percent of the agency’s moneys that may be invested pursuant to this section.

18. INELIGIBLE INVESTMENTS

Investments not described herein including, but not limited to, equity securities such as common stocks, preferred stocks, convertibles, inverse floaters, range notes and interest-only strips that are derived from a pool of mortgages are prohibited from use in this portfolio. The City is prohibited from entering into a margin agreement and/or borrowing on margin.

19. FISCAL ACCOUNTABILITY AND INVESTMENT COMMITTEE

The City Council will appoint a Fiscal Accountability and Investment Committee composed of seven (7) City of Montebello residents, with the City Treasurer and Director of Finance (or his/her designee) serving as ex officio members.

Each City Councilmember will appoint one person to the committee, making up five (5) of the seven (7) total members. The terms of Committee members chosen in this manner will coincide with that of the appointing City Councilmember or at such time the appointing City Councilmember makes a subsequent appointment.

The additional two (2) members will be appointed by majority vote of the entire City Council. The terms of Committee members chosen in this manner will be four (4) years with the term commencing on the date the appointment is approved by a majority of the City Council and ending four (4) years from that date or at such time a majority of City Councilmembers make a subsequent appointment.

All members, regardless of the method of appointment, may serve multiple, consecutive terms.

The committee will meet at a minimum quarterly to review, monitor and make recommendations with respect to the City’s investment program, as well as meet the requirements of the Measure H Transaction and Use Tax Ordinance, Section 19, Accountability which requires an annual review of the expenditure of the proceeds of Measure H. A registered investment advisor may be appointed by the City Council to serve as advisor to the Committee and the City Council.

20. PORTFOLIO REPORTING

In accordance with California Government Code, Sections 53607 and 53646(b), the Director of Finance shall provide on a monthly and quarterly basis an investment portfolio report to the City Council. The report shall include a listing of each of the City’s investments (a description that adequately describes the security), the purchase date, maturity date, cost basis, current cost value (book value), interest rate, weighted average maturity, current unrealized loss or gain and a listing of investment transactions that includes purchase/deposit and sale/withdrawal activity. Various investment types will be categorized and grouped in the same structure as the qualified investment categories identified in this policy. The

portfolio report shall include a statement certifying the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

The investment portfolio report shall include market value information for all investments. A monthly market value will be obtained for each security owned by the City. For purposes of reporting, the market value of each security may be obtained from the City's custodian bank or other pricing source(s) utilized by the City's designated investment management firm (registered investment advisor).

The City shall record interest revenue on a modified accrual basis of accounting that is typical for reporting and recording of interest earnings. Securities held by a fiscal agent or trustee shall also be recorded on a modified accrual basis of accounting. The Director of Finance will report year-end investments in conformance with Governmental Accounting Standards Board Statement Nos. 31, 40, and 72.

21. REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Section 17, Authorized and Suitable Investments, at the time of purchase. A quarterly review of investments will be done to identify any securities that are no longer in compliance.

22. INVESTMENT POLICY ADOPTION

The City Council shall review and adopt this Investment Policy by resolution annually.

GLOSSARY

AGENCIES – Agencies of the Federal government set up to supply credit to various classes of institutions (e.g., S&L's, small business firms, students, farmers, housing agencies, etc.) Examples include Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), and Federal Farm Credit Bank (FFCB).

ASSET BACKED SECURITIES - Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

ASK/OFFER – The price at which securities are offered. (The price at which a firm will sell a security to an investor)

BANKERS' ACCEPTANCE (BA) – A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the issuer.

BASIS POINT – One one-hundredth of a percent (i.e., 0.01 percent)

BEAR MARKET – A period of generally pessimistic attitudes and declining market prices.

BID PRICE – The price at which a broker/dealer will buy securities from an investor.

BOND EQUIVALENT YIELD – The basis on which yields on notes and bonds are quoted.

BOOK VALUE (COST VALUE) – The purchase price of the security as recorded on the City's books.

BROKER – An individual or firm acting as intermediary by purchasing and selling securities for others.

BULL MARKET – A period of generally optimistic attitudes and increasing market prices.

CALLABLES – Securities that the issuer has the right to redeem prior to maturity.

CERTIFICATE OF DEPOSIT (CD) - A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

CMT – Constant Maturity Treasury – An index of the average yield on United States Treasury securities adjusted to a constant maturity.

COLLATERAL – Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) - The official annual financial report of the City. It includes combined statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP). It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

CORPORATE MEDIUM TERM NOTE – A security issued by a corporation doing business in the U.S. with a maturity not to exceed five years.

COST VALUE (BOOK VALUE) – The purchase price of the security as recorded on the City's books.

COUPON – a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value; b) a certificate attached to a bond evidencing interest due on a payment date.

DEALER – An individual or firm acting as principal in a security transaction.

DEBENTURE - A bond secured only by the general credit of the issuer.

DELIVERY VS PAYMENT - Delivery of securities with a simultaneous exchange of money.

DEMAND ACCOUNT – An account with a commercial bank from which check withdrawals may be made at any time.

DERIVATIVES – Financial products that are dependent for their value on (or derived from) an underlying financial instrument, a commodity, or an index representing values of groups of such instruments or assets.

DISCOUNT – The difference between the cost price of a security and its par value when the cost is lower than par. A security selling below original offering price shortly after sale also is considered to be at a discount.

DIVERSIFICATION – Dividing investment funds among a variety of securities offering independent returns.

FEDERAL FUNDS RATE – Interest rate charged by one institution lending federal funds to another.

FEDERAL OPEN MARKET COMMITTEE (FOMC) – Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FINANCIAL ADVISOR – A firm or bank that acts in a financial advisory capacity with respect to a new issue of municipal securities pursuant to a written contract.

FISCAL AGENT – A financial institution which performs payment of principal and interest to bondholders, and certain administrative duties on the bond issuer's behalf.

GOVERNMENTAL ACCOUNTING STANDARDS BOARD – The independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.

INTERNAL RATE OF RETURN – Rate of return over the life of a security on variables.

LOCAL AGENCY INVESTMENT FUND (LAIF) – The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE – The price at which a security is trading, usually the liquidation value.

MASTER REPURCHASE AGREEMENT – A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the

transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

MONEY MARKET MUTUAL FUNDS – Open-ended mutual fund that invests in commercial paper, banker's acceptances, repurchase agreements, government securities, certificates of deposit and other highly liquid and safe securities, and pays money market rates of interest. The fund's net asset value remains a constant \$1 a share, with the interest rate increasing or decreasing.

MORTGAGE PASS-THROUGH SECURITIES – A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO) – A rating organization designated by the SEC as being nationally recognized.

OFFER PRICE – The price at which a broker/dealer will offer securities to an investor.

OPEN MARKET OPERATIONS – Federal Reserve activity. Under the Federal Reserve Act, the Fed uses purchases and sales of Government and Federal Agency securities to add to or subtract from commercial bank reserves. Goals are to sustain economic growth, high employment and reasonable price stability.

PAPER GAIN OR LOSS – Term used for unrealized gain or loss on securities being held in a portfolio based on comparison of current market quotes and their original cost. This situation exists as long as the security is held while there is a difference between cost value (book value) and the market value.

PORTFOLIO – Collection of securities held by an investor.

PREMIUM – The difference between the cost price of a security and its par value, when the cost is higher than par.

PRIMARY DEALER – A group of government securities dealers that serve as trading counterparties of the New York Fed in its implementation of monetary policy. This role includes the obligations to: (i) participate consistently in open market operations to carry out U.S. monetary policy pursuant to the direction of the Federal Open Market Committee (FOMC); and (ii) provide the New York Fed's trading desk with market information and analysis helpful in the formulation and implementation of monetary policy. Primary dealers are also required to participate in all auctions of U.S. government debt and to make reasonable markets for the New York Fed when it transacts on behalf of its foreign official account-holders.

RATE OF RETURN – The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity; on a bond, the current income return.

REPURCHASE AGREEMENT (REPO) – A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate them for this.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO) – A reverse-repurchase agreement (reverse repo) involves an investor borrowing cash from a financial institution in exchange for securities. The investor agrees to repurchase the securities at a specific date for the same cash value plus an agreed upon interest rate. Although the transaction is similar to repo, the purpose of entering

into a reverse repo is quite different. While a repo is a straightforward investment of public funds, the reverse repo is a borrowing.

SAFEKEEPING – The service provided by banks and trust companies for clients when the bank or trust company stores the securities, takes in coupon payments, and redeems issues at maturity.

SECURITIES & EXCHANGE COMMISSION (SEC) - Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15(C) 3-1 – See Uniform Net Capital Rule.

SPREAD – a) The yield or price difference between the bid and offer on an issue; b) the yield or price difference between different issues.

SUPRANATIONALS – International institutions formed by two or more governments that transcend boundaries to pursue mutually beneficial economic or social goals. There are three supranational institutions that issue obligations that are eligible investments for California local agencies: the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB).

SWAP – The sale of one issue and the simultaneous purchase of another for some perceived advantage.

TREASURY BILLS – A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

TREASURY BONDS – U.S. Treasury securities that have initial maturities of more than 10 years.

TREASURY NOTES – Intermediate-term coupon bearing U.S. Treasury securities having initial maturities from one year to ten years.

TRUSTEE – A financial institution with trust powers that acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

UNIFORM NET CAPITAL RULE – Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities. Liquid capital includes cash and assets easily converted into cash.

WHEN ISSUED BASIS (WI) – A term applied to securities that are traded before they are actually issued with the stipulation that transactions are null and void if securities are not issued.

YIELD CURVE – Yield calculations of various maturities at a given time to observe spread difference.

YIELD TO MATURITY – The current coupon yield minus any premium above par, or plus any discount from par in the purchase price with the adjustment spread over the period from date of purchase to maturity.



ITEM # 15

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Michael Solorza, Director of Finance
Micah Herd, Senior Management Analyst

**SUBJECT: REQUEST TO APPROVE ANNUAL BLANKET PURCHASE ORDERS
FOR FISCAL YEAR 2023-24**

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize issuing Blanket Purchase Orders/purchasing authorization amounts to various vendors for purchasing during Fiscal Year 2023-24; and
2. Authorize the City Manager to approve up to an additional \$25,000 in expenditures for each vendor, if necessary, during the same fiscal year; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

As part of the assessment process for this request, the Finance Department reviewed vendors that multiple City departments frequently utilize. The review identified several vendors utilized by multiple departments for various purchases (i.e., office supplies, maintenance supplies, printing, etc). To ensure these purchases meet internal and external purchasing guidelines, it is requested that the City Council authorize issuing blanket purchase orders to each vendor. If this recommendation is approved, the Finance Department will issue Blanket Purchase Orders to each vendor in the following amounts:

Vendor Name	Description	Amount	GL Code
Acro Printing	General printing, advertisements, community promotions	\$25,000	Various
Amazon	General supplies	\$175,000	Various

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Arte Printing	General printing, advertisements, community promotions	\$25,000	Various
CDWG	Computer hardware, software	\$25,000	Various
Dell Computers	Computer hardware, software	\$25,000	Various
Grainger	General supplies, equipment	\$25,000	Various
Home Depot	General supplies, equipment	\$50,000	Various
Sauce Creative	General printing, advertisements, community promotions	\$25,000	Various

It is also requested that the City Manager be authorized to approve an additional \$25,000 to each vendor during the fiscal year if the need arises. All purchase orders will be valid for purchases made during the upcoming fiscal year (July 1, 2023 through June 30, 2024). The proposed FY 2023-24 budget includes appropriations for the purchase of supplies, equipment and software from the vendors in the above table.

BACKGROUND/DISCUSSION:

As a member of the various cooperative purchasing networks, the City has access to several publicly vetted agreements for a variety of goods and services. Included in this list are Amazon, CDWG, Dell Computers, and Home Depot. These vendors have valid agreements within the networks that are used to purchase items. Under Montebello Municipal Code Chapter 3.20.125, Piggybacking Purchasing Agreements, the City can establish purchase orders with these vendors using the same terms and conditions.

Staff is also seeking authorization to issue purchase orders to Acro Printing (Acro), Arte Printing (Arte), and The Sauce Creative (Sauce) in the amount of \$25,000 each. These vendors provide graphic design and printing services for several city departments. These services are typically used to create community promotional items such as the quarterly newsletter and other general materials used to inform the residents, business owners, and other community stakeholders of Recreation and Community Services Department sponsored events. It should be noted that staff has issued a Request for Proposals (RFP) for printing, graphic design, and mailing services (RFP 23 – 8). The purchase orders with the aforementioned vendors will be used until the RFP process is complete.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The Finance Department is requesting Blanket Purchase Orders with various vendors to ensure the City receives the best pricing and purchases are made in compliance with the local vetting process.

ATTACHMENT(S)

1. Attachment A - Amazon - MA3457
2. Attachment B - Amazon - R-TC-17006
3. Attachment C - CDWG - R210401
4. Attachment D - Dell - 01-143
5. Attachment E - Grainger - R192002
6. Attachment F - Home Depot - 16154

NEXT STEPS:

N/A

State of Utah
Contract # MA3457
for
Online Marketplace
with

Amazon.com Services LLC

Effective: September 9, 2020

The following documents comprise the executed contract between the State of Utah and Amazon.com Services LLC effective September 9, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

Contract # MA3457

STATE OF UTAH COOPERATIVE CONTRACT MASTER AGREEMENT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Amazon.com Services LLC

Name

410 Terry Ave N

Address

Seattle

WA

98109

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Limited Liability Company

Contact Person Marcus Handler Email mahandle@amazon.comVendor # VC220555 Commodity Code #00000

2. CONTRACT PORTFOLIO NAME: Online Marketplace
3. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: an online marketplace with dynamic pricing.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on Solicitation # MG20-81.
5. CONTRACT PERIOD: Effective Date: September 9, 2020; Termination Date: May 5, 2025 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
6. Payment: Prompt Payment Discount (if any): NA.
7. Administrative Fee, as described in the Rebate Agreement between OMNIA Partners and the State of Utah.
8. The Contract contains the following documents listed in the order of precedence:

ATTACHMENT A: Terms and Conditions

ATTACHMENT B: Scope of Work

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED (listed in order of precedence and below those documents listed in Section 8 in order of precedence):

- a. All other governmental laws, regulations, or actions applicable to this contract.
- b. Utah State Procurement Code, Procurement Rules, Contractor's response to solicitation #MG20-81, and Solicitation # MG20-81.

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

October 1, 2020

Contractor's signature

Date

Anne Rung

Authorized Signatory

Type or Print Name and Title

STATE Signed by:

October 1, 2020

Director, Division of Purchasing

Date

Chris Hughes



<u>Michael Glenn</u>	<u>801-957-7137</u>	<u>NA</u>	<u>michaelglenn@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revised 4/22/20 RS)

DS
MG



Attachment A Terms and Conditions

Below is a copy of the Amazon Business Accounts Terms and Conditions in effect on the Effective Date of the contract. Pursuant to Section 10 of the Amazon Business Accounts Terms and Conditions (as amended by the Amendment), Amazon may make changes at any time. The Amazon Business Accounts Terms and Conditions are available electronically at <https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180>.

1. **PURPOSE OF AGREEMENT.** This Agreement governs your access to, use of, and transactions made through Amazon Business. **“Amazon Business”** enables registered business customers to purchase products and services for business purposes and to access and use a set of features, services, software, and applications specifically intended for business customers. We may make available to you, through Amazon Business, certain services or products that are subject to additional terms and conditions, and if you use such services or purchase such products, those terms and conditions (the **“Feature Terms”**) will also apply to you. Products made available through Amazon Business may be designed for, and only appropriate for, specialized uses; accordingly, you may only use them as intended by, and in compliance with all instructions provided by, the manufacturer. Finally, certain policies accessible through Amazon Business apply to your and your users’ use of and access to Amazon Business. These **“Policies”** include the [Amazon Business Acceptable Use Policy](#), the [Amazon Business Pricing Policy](#), the [Amazon Business Sanctions and Export Policy](#), the [Amazon.com Privacy Notice](#), the [Amazon Business Gift Card Policy](#), and the [Healthcare Disclosure Policies](#). This Agreement incorporates by reference the Feature Terms and the Policies.
2. **ELIGIBILITY; ACCOUNT SECURITY.** By creating a Business Account, you represent that (i) the individual acting on behalf of the Customer has the authority to bind the Customer, (ii) the Customer has all requisite right, power, and authority to enter into, perform its obligations under, and grant the rights and authorizations in the Agreement, and (iii) the Customer is an Eligible Entity. **“Eligible Entities”** include all types of businesses (for example, LLCs, LLPs, corporations, partnerships, sole proprietorships, and PLLCs), all types of governmental entities (federal, state, local, and quasi-governmental entities), and all types of non-profit organizations (including 501(c) organizations, 527 organizations, and similar tax-exempt organizations). Individual consumers should use Amazon.com. Upon completion of your registration, a **“Business Account”** will be created for your organization. You may authorize others to create a **“User Account”** associated with your Business Account. You are responsible for all activities that occur under your Business Account and any associated User Accounts, and must ensure your Users comply with the Acceptable Use Policy and this Agreement. You are responsible for maintaining the security of the passwords associated with your Business Account and User Accounts; if you believe an unauthorized person has access to your password, Business Account, or an associated User Account, you must contact us immediately and change any compromised passwords.
3. **SHIPPING; RETURNS; REPLACEMENT CHARGES; PAYMENT METHODS; TAXES.** Your purchases are subject to Amazon’s Shipping and Returns Policies. All purchases of physical items from Amazon are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. Unless you are participating in the Pay by Invoice service, payment for all purchases made through your Business Account is due upon shipment or on the date indicated on the checkout page, or, for digital products, when we make the digital product available to you. For returns, Amazon does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued



without requiring a return. In this situation, Amazon does not take title to the refunded item. To purchase through Amazon Business, you will need at least one valid payment method associated with your Business Account; if there is a problem charging your selected payment method for any purchase, we may charge any other valid payment method associated with your Business Account. If we send any User a replacement product for a product they originally ordered using an individual payment method (such as a personal credit card) and the original product ordered is not returned within 30 days of the replacement request, you acknowledge and consent that we may charge any eligible payment method on record for the relevant User Account for the replacement product. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement.

4. **DISCLAIMER.** UNLESS OTHERWISE SPECIFIED IN WRITING, ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES MADE AVAILABLE TO YOU BY AMAZON ARE ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND AMAZON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO SUCH INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING, AMAZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS IT SELLS AND THE SERVICES AND INFORMATION IT PROVIDES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
5. **INDEMNIFICATION.** You will defend, indemnify, and hold harmless Amazon and its affiliates, and their respective directors, officers, employees, representatives, contractors, and agents, from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys' fees and costs) related to or arising out of any third party allegation, claim, lawsuit, or proceeding (a “**Claim**”) to the extent such Claim is based on: (a) any breach of the Agreement, (b) any unlawful, improper or negligent use by anyone of any product sold or service provided to you under the Agreement, (c) any dispute between you and your Users, or (d) your gross negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.
6. **LIMITATIONS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL AMAZON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR USE OF ANY SERVICES, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, AMAZON'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO THE LIABILITY.

7. CUSTOMER INFORMATION, PRIVACY, CONFIDENTIALITY.



7.1. Customer Information. We require you to provide information about you and your Users to access and use Amazon Business, and you may need to provide supplemental information to use or purchase some Amazon Business products or services. You will ensure that all information that you provide to us is at all times accurate and complete. We may share information you provide (for example, your organization's name, addresses, Taxpayer Identification Number) with others in your organization and third parties to confirm the accuracy of such information and your eligibility to use Amazon Business or certain services (for example, to confirm you hold a valid license, certification, or credential where required). To enable us to improve our services, including by making available additional product selection or business pricing, we may share specific order information about the products or services you purchase through your Business Account with the suppliers who provide such products or services. For example, for certain transactions, Amazon Business may share your organization's name or credentials, shipping address, shipment date, ASIN/SKU, quantity or other relevant information.

7.2. Privacy. Except as disclosed in this Agreement, our use of your information is governed by the terms of the Amazon.com Privacy Notice. Please review the [Privacy Notice](#) to understand our practices with respect to your information. Please note that all information about Users and User Accounts associated with a Business Account may be shared with your organization.

7.3. Confidentiality. In connection with your use of Amazon Business, we may share with you information which is identified as confidential or that should reasonably be considered confidential ("**Confidential Information**"). You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You may use Confidential Information only in connection with your use of Amazon Business. You will not disclose Confidential Information during the term of this Agreement or at any time during the 5-year period following the termination of the Agreement, unless required by law. This applies to all Confidential Information in your possession, regardless of when or where you receive it.

8. GOVERNING LAW, DISPUTES, GOVERNMENTAL ENTITIES.

8.1. Governing Law. The laws of the State of Washington, without reference to conflict of law rules, as well as the Federal Arbitration Act and federal arbitration law, govern the Agreement and any dispute that might arise between you and us that pertains to Amazon Business or this Agreement. The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

8.2. Disputes. Any dispute or claim relating in any way to Amazon Business or this Agreement will be resolved by binding arbitration. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules (available at www.adr.org or by calling 1-800-778-7879). An arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages). You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If, for any reason, a claim proceeds in court rather than in arbitration we



each waive any right to a jury trial. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

8.3. Public Sector Entities. If you are a public sector entity and precluded by law from agreeing to any of the provisions of Section 8 as set forth above, then any disputes with you will be governed by the substantive laws of the sovereign under whose laws you were formed and the venue for any such dispute will be the venue required by the laws of such sovereign. Similarly, if the laws of such sovereign would result in other provisions in this Agreement being deemed unlawful, void or for any reason unenforceable against you, those provisions will not apply to you and will be deemed severable from this Agreement. All other provisions in the Agreement remain in full force and effect.

9. **THIRD-PARTY OFFERINGS.** Parties other than Amazon operate stores, provide services or software, or sell product lines through Amazon Business. In addition, we provide links to the sites of affiliated companies and certain other businesses. If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from Amazon. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their sites). Amazon does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.
10. **MODIFICATIONS.** We may, at any time in our discretion, change the Agreement by posting such a change on Amazon Business or by notifying your account administrators. YOUR CONTINUED USE OF AMAZON BUSINESS AFTER WE CHANGE THE AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MAY CANCEL YOUR BUSINESS ACCOUNT OR REFRAIN FROM USING THE AMAZON BUSINESS SERVICES IMPLICATED BY SUCH CHANGES.
11. **ENTIRE AGREEMENT.** The Agreement constitutes the exclusive and complete agreement between us and you. We will not be bound by any term, condition, obligation, or other provision which is different from or in addition to the provisions of the Agreement or which may be in any order, receipt, acceptance, confirmation, correspondence or other document, including informational forms we complete, sign or otherwise provide to you for your convenience.
12. **TERM; TERMINATION.** This Agreement takes effect when you create a Business Account and continues in effect until you or we terminate it. We may terminate the Agreement by providing notice to your administrators. We reserve the right, in our sole discretion, and with or without notice unless required by applicable law, to refuse service; remove or edit content; modify, suspend or discontinue the availability of any features, products, or services; terminate your right to use some or all of the Amazon Business services; and/or cancel orders. Amazon may choose to charge, modify, or stop charging a fee for any service in its sole discretion. You may



terminate the Agreement by giving us notice and closing your Business Account and each User Account. Upon termination, all rights and obligations under the Agreement automatically terminate except for rights of action occurring prior to termination, payment obligations, and Sections 1, 4, 5, 6, 7.3, 8, 10, 11, 12, 14, 15.

13. **COPYRIGHTS; TRADEMARKS; PATENTS.** Use of Amazon Business does not give you the right to frame, use or reproduce any of our copyrighted material, trademarks, service marks, or other proprietary rights or material, or to use any of our patents, except as expressly permitted in writing by Amazon. Please see the [Amazon Business Help Pages](#) for further detail on Amazon owned or licensed copyrights, trademarks, patents, as well as how to address concerns about the use of your intellectual property rights by third parties.

14. **LICENSE; SOFTWARE.** The following Amazon Software Terms and License apply to your access and use of Amazon Business and all features and software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with Amazon Business (the “**Amazon Software**”). Subject to your compliance with the Agreement and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Amazon Business and Amazon Software. You may not use data mining, robots, or similar data gathering and extraction tools in connection with Amazon Business, nor may you download or copy Amazon Business information, including any collection of product listings, descriptions, reviews, or prices without our consent or for the benefit of another merchant. The following terms apply to your use of Amazon Software.

14.1. Use of the Amazon Software. You may use Amazon Software solely for purposes of enabling you to use Amazon Business, as permitted by the Agreement. You may not incorporate any portion of the Amazon Software into other programs or compile any portion of it in combination with other programs, or otherwise reproduce, duplicate, copy (except to exercise rights granted in this section), modify, exploit, create derivative works of, distribute, sell, resell, assign any rights to, or license the Amazon Software in whole or in part (including any features of Amazon Business). All software used in Amazon Business is the property of Amazon or its software suppliers and is protected by U.S. and international copyright Laws. You may not make any derivative use of Amazon Business without the express written consent of Amazon.

14.2. Use of Third Party Services. When you use the Amazon Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

14.3. No Reverse Engineering. You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Amazon Software, whether in whole or in part.

14.4. Updates. We may offer automatic or manual updates to the Amazon Software at any time and without notice to you.



14.5. Government End Users. If you are a U.S. Government end user, we are licensing the Amazon Software to you as a "Commercial Off-the-Shelf Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Amazon Software are the same as the rights we grant to all others under this Agreement.

14.6. Reserved Rights, Termination. All rights not expressly granted to you in the Agreement are reserved and retained by Amazon or its licensors, suppliers, publishers, rights holders, or other content providers. The licenses granted by Amazon terminate if you do not comply with the Agreement.

14.7. Conflicts. In the event of any conflict between the Agreement and any other Amazon or third-party terms applicable to any portion of Amazon Software, such as open-source license terms or specific product feature restrictions that are conveyed to you in the feature experience, such other terms will control as to that portion of the Amazon Software and to the extent of the conflict.

15. MISCELLANEOUS.

15.1. Suggestions. If you make any suggestions about Amazon Business or the features (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

15.2. Assignment. Except in connection with a reorganization, merger, sale, or transfer of substantially all of your assets (in which cases you must promptly provide written notice following assignment), you may not assign the Agreement without our prior written consent. Subject to that restriction, the Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns.

15.3. Severability. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

15.4. Waiver. Our failure to enforce your strict performance of any provisions of this Agreement will not constitute a waiver of our right to enforce such provisions or any other provision of this Agreement subsequently.

15.5. Conflicts. In the event of any conflict between the Agreement and the Policies, the Agreement will prevail. In the event of any conflict between the Agreement and the Feature Terms, the applicable Feature Terms will control.

15.6. Construction. The word "including" will be interpreted without limitation when used in this Agreement.

15.7. Notices. You consent to receive communications from us electronically, including through e-mails, text messages, in-app push notices, notices and messages posted on Amazon Business or in your [Message Center](#) and other communications made available to you on a desktop or mobile device. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may retain copies of all of these communications for your records. We may also



send you notices at the address provided when registering your Business Account, which you agree is a proper and valid address for any legal or contractual purpose. If you are sending Amazon a legal or contractual notice, you must comply with our notice procedures available [here](#).

AMENDMENT NO. 1 TO AMAZON BUSINESS ACCOUNTS TERMS AND CONDITIONS

This Amendment No. 1 (this “**Amendment**”) to the Amazon Business Accounts Terms and Conditions, above and available at <https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180> (as updated from time to time, the “**Agreement**”), between Amazon Services LLC (“**Amazon**”, “**we**”, “**us**”, or “**our**”) and the State of Utah (“**Customer**” or “**you**”) is effective as of the last date of signature below (the “**Amendment Effective Date**”). This Amendment amends the Agreement as stated below. Unless otherwise defined in this Amendment, capitalized terms have the meanings ascribed to them in the Agreement. The parties agree as follows:

1. **GOVERNING LAW.** The Section in the Agreement entitled “**GOVERNING LAW**” (currently Section 8.1) is deleted in its entirety.
2. **DISPUTES.** The Section in the Agreement entitled “**DISPUTES**” (currently Section 8.2) is deleted in its entirety.
3. **MODIFICATIONS.** The Section in the Agreement entitled “**MODIFICATIONS**” (currently Section 10) is amended by adding the following sentence:

“Notwithstanding this Section 10, no changes or updates to Amazon’s Business Accounts Terms and Conditions will have the effect of changing the provisions set forth in this Amendment without the parties’ written agreement in a subsequent amendment.”

4. **TERM; TERMINATION.** The Section in the Agreement entitled “**TERM; TERMINATION**” (currently Section 12) is amended by adding a second paragraph as follows:

“Notwithstanding this Section 12, either party may elect to terminate this Agreement without cause upon delivery of at least 30 days’ prior written notice to the other party.”

5. **AMAZON BUSINESS ANALYTICS.** Amazon will provide participating organizations, and other eligible organizations participating in the cooperative contract (MA3457) access to Amazon Business Analytics, whereby they can generate reports based on their purchase activity. Amazon Business analytics functionality includes the ability to customize, view, and download reports, including orders, returns, and refunds.”

6. **LAWS AND REGULATIONS.** A new Section 17 is added to the Agreement entitled “**LAWS AND REGULATIONS**” that states as follows:

“Amazon represents and warrants that it will comply with all applicable laws, rules, and regulations in the performance of the Agreement.”



7. FEDERAL FUNDS CERTIFICATIONS. A new Section 18 is added to the Agreement entitled “**FEDERAL FUNDS CERTIFICATIONS**” that states as follows:

“18.1. Debarment. Amazon certifies that neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of laws. Amazon further certifies that neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. You may terminate this Agreement if knowledge of debarment, suspension or other ineligibility has been withheld by us.

“18.2 Lobbying. Amazon certifies, to the best of its knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of us, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL.
- (C) This Agreement is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. ENTIRE AGREEMENT. Except as amended by this Amendment, the Agreement remains in full force and effect. This Amendment, together with the Agreement as modified by this Amendment: (a) constitutes the exclusive and complete agreement between the parties; and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

9. CONFLICTS. In the event of any conflict between the Agreement or any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website and this Amendment, precedence will be as follows: (a) this Amendment; (b) the Agreement; and (c) the Amazon Business Acceptable Use Policy, and any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website.

10. COUNTERPARTS AND DELIVERY. This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Amendment by electronic means.



Attachment B

Online Marketplace Scope of Work

Background:

This contract is in place in order for end users to receive access to the Contractors Online Marketplace. This contract utilizes a dynamic pricing structure in which the price for items is what is currently listed on the digital marketplace and is driven by the market. The State is seeking to provide users with access to and use of an online digital marketplace to purchase of goods and services that may be used routinely and needed quickly to address the everyday needs of public entities, schools, and universities.

Categories:

The contract includes four (4) awarded categories. This contract may only be used to purchase items that fall within the category/categories below. The items listed in each category are not restrictive or exhaustive but included to provide a general description of products and supplies that may be included. While all items described are available through an award contract, the State and Participating Public Agencies may choose to limit which categories their end users have access to:

- 1) Education-Based Accessories, Display, Products and Related Supplies
 - a) Items related to products and supplies used in an education-based setting which may include but is not limited to: animal and pet supplies, art supplies, craft products, books, lesson plans and curriculum, school equipment, white boards, blackboards, teaching material, and other related products.
- 2) Information Technology-Peripheral Devices and Related Products
 - a) Product-based supplies and solutions that involve information technology peripheral devices which may include but is not limited to: mouse, copiers, printers, cameras, video cameras, microphones, speakers, keyboard, multifunction printers, scanners, plotters, and other related items. Items in this category should not connect to a user's network.
- 3) Maintenance, Repair and Operations Products (MRO)
 - a) Product-based items related to the maintenance, repair, and/or general operations that include but is not limited to: building materials, hardware, cabinets, motors, pumps, paints and coatings, plumbing equipment, power tools, windows, doors, cleaning products (to include green and dye-free), carpet care products and supplies, restroom care products and supplies, waste receptacles and liners, industrial tools and supplies (such as carts, dusters, brushes, spray bottles, squeegees, and gloves), rags, wipes, and related supplies.
- 4) Office-Based Accessories, Décor, Products, and Related Supplies
 - a) Items that could be utilized in an office-like setting and used on a semi-regular basis which may include but is not limited to: binders, folders, filing materials, storage,



calendars, paper (copy, printer, photo, and presentation), notebooks, labels, post-it notes, shipping materials, envelopes, staplers, staples, paper punches, paper clips, scissors, rubber bands, cash register and thermal rolls, ink, toner cartridges, pens, pencils, markers, framing, tabletop or floor lamps, mirrors, general signage, wall décor, display cases, area rugs, mats, and other office related products.

Contract Deliverables:

Contractor will provide the following deliverables for the contract:

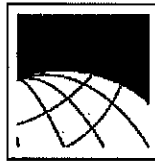
- ☐ **Online Marketplace:** Contractor will provide access and use to a digital marketplace for users of this contract to order goods and services through.
- ☐ **Digital Analytics:** Contractor will provide some form of data analytics.
- ☐ **Ability to Restrict Categories:** Contractor will provide the ability to restrict certain items (IT, furniture, etc.) as designated by participating end users as needed by each end users laws and applicable rules. Some of these features and tools are only available with BusinessPrime.

Dynamic Pricing:

The Amazon Business uses dynamic marketplace pricing. This contract will not need to be amended when prices fluctuate.

Cooperative Agreements:

Utilization of the Contract by OMNIA Partners' participating agencies will be at the discretion of the individual participating agency. Any modifications agreed to by participating agency and Contractor may not expand upon the Scope of Work in the Master Agreement and are exclusively between the participating agency and the Contractor.



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th day of January 2017 by, **Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109**, hereinafter referred to as the "Contractor" and **Prince William County School Board, P.O. Box 389, Manassas, VA 20108**, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document;
 - 2.2. Memorandum of Negotiations dated January 19, 2017.
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER:** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:
 - 4.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.



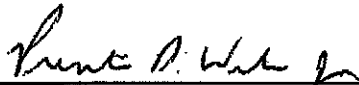
- 4.2. **PROJECT MANAGER:** The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:
5. **TIME OF PERFORMANCE:** In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.
6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.
7. **PAYMENT TERMS:** In accordance with Contractor's proposal, Section 5.3.6.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:


Authorized Signature
Prentiss D. Wilson, Jr.
Type Name
Vice President
Title
Jan 27, 2017
Date

PURCHASING AGENCY:


Authorized Signature
Jim Totty, CPPO, C.P.M.
Type Name
Supervisor of Purchasing
Title
1-31-17
Date





Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS

R-TC-17006

Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

- a. Contractor's proposal dated October 14, 2016;
- b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
- c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
- d. Contractor's Business Accounts Terms and Conditions (currently available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180>), attached;
- e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
- f. This Memorandum of Negotiations;
- g. Any subsequent modifications to the Contract.

1. The contract term shall remain as originally issued in the RFP, as follows:

- 9.1. The initial term of this contract shall be five years (5) from the date of award to **December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.



3. The following provision is added to PWCS Special Terms and Conditions:

10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE:

As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Prince D. Wilson
Contractor Authorized Signature

Jan 27, 2017
Date

Vice President
Title

Jim Totty
Jim Totty, C.P.M., CPPO
Supervisor of Purchasing

1/31/17
Date



Region 4 ESC

Contract # R210401

for

Technology Solutions, Products, and Services

with

CDW Government LLC

Effective: June 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and CDW Government LLC, effective June 1, 2021:

- I. Appendix A; Supplier Contract
- II. Offer & Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 21-04

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for
Technology Solutions, Products and Services

SUBMITTAL DEADLINE: Tuesday, January 19, 2021 @ 10:00 AM CST

This Addendum No. 1 amends the Request for Proposals (RFP) for Technology Solutions, Products and Services 21-04 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to address the following:

- 1) **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Thursday, January 14, 2021 @ 10:00 AM Central Time and extended as indicated below and above:
 - Tuesday, January 19, 2021 @ 10:00 AM CST
- 2) **Virtual Non-Mandatory Pre-Proposal Conference**: The pre-proposal conference time for this RFP is hereby changed from December 15, 2020 @ 10:00 AM CST to:
 - December 15, 2020 @ 11:00 AM CST

All other details remain unchanged.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name CDW Government LLC

Contact Person Pam Janutolo

Signature 

Date 01/15/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

Tab 1 – Draft Contract and Offer Contract Signature Form (Appendix A)

Terms and Conditions Acceptance Form (Appendix B)

APPENDIX A

CONTRACT

*This Contract ("Contract") is made as of April 27, 2021 by and between **CDW Government LLC** ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Technology Solutions, Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 21-04, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) **Scope:** Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) **Form of Contract.** The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

CONTRACT

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents. **Refer to Appendix B**
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

CONTRACT

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. **Refer to Appendix B**
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. **Refer to Appendix B**
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.
- 34) Refer to Appendix B for additional clause regarding cloud services**

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name CDW Government LLC
Address 230 N Milwaukee Ave
City/State/Zip Vernon Hills, IL 60661
Telephone No. 847.371.5800
Email Address david.hutchins@cdwg.com
Printed Name David Hutchins
Title Vice President, Strategic Programs

Authorized signature *David C Hutchins*

Accepted by Region 4 ESC:

Contract No. R210401

Initial Contract Term June 1, 2021 to May 31, 2021

Margaret S. Bass
Region 4 ESC Authorized Board Member
Margaret S. Bass

4/27/2021
Date

Print Name
Linda Tinnerman
Region 4 ESC Authorized Board Member
Linda Tinnerman
Print Name

4/27/2021
Date

APPENDIX B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		Please see attached Exceptions Sheet	
Proposed Appendix D exceptions will be negotiated directly with OMNIA Partners			

Region 4 Education Service Center
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January 15, 2021

Proposed Deviations

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A 11 b) / page 17	<u>Termination for Cause.</u> If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.	<u>Termination for Cause.</u> If, for any reason, Contractor either party fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC the non-breaching party reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law provided the breaching party is unable to cure such deficiency within thirty (30) days after receipt of notice. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.	Accepted
Appendix A 22 / page	<u>Warranty Conditions.</u> All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.	<u>Warranty Conditions.</u> All supplies, equipment and services shall include manufacturer's minimum standard warranty and, to the extent provided by the manufacturer, one (1) year labor warranty unless otherwise agreed to in writing.	Accepted
Appendix A 30 / page 20	<u>Indemnity.</u> Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the	<u>Indemnity.</u> Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses finally awarded by a court of competent jurisdiction arising out of or resulting from the grossly negligent actions of the	Accepted

**Region 4 Education Service Center
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for Technology Solutions, Products and Services
January 15, 2021**

Proposed Deviations

	solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract which proximately causes death or personal physical injury, or from damage to tangible personal property suffered or incurred by Region 4 ESC. Claims do not include any damages or liability that are otherwise excluded from this Contract or that arise from the product(s) or software or from the data processed thereby. Contractor's obligation is contingent upon Region 4 ESC providing: (i) Contractor sole authority in any claim's defense or settlement; (ii) all reasonable assistance, at Contractor's expense, in any such defense; and (iii) prompt written notice of and description of each claim. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED BY A PARTY HEREUNDER, THE ENTIRE LIABILITY OF SUCH PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY REGION 4 ESC FOR THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM; OR (B) \$100,000. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	
Appendix A 34 / page 20	CDW-G proposes a new clause be added to appropriately document its role as a reseller of cloud services.	It is acknowledged that Region 4 ESC is receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service	Accepted

**Region 4 Education Service Center
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Proposed Deviations

		Provider's standard terms and conditions, or such other terms as agreed upon by Region 4 ESC and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Region 4 ESC and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services. On occasion, Contractor may be required by the Cloud Service Provider to execute a separate agreement (each a "Cloud Service Order") with Region 4 ESC, which will be provided to Region 4 ESC in advance of purchase. Region 4 ESC shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost damaged or corrupted during the performance of Cloud Services. CONTRACTOR IS HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE AND REGION 4 ESC ASSUMES ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.	

Tab 2 – Products/Pricing

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

CDW•G offers our entire product catalog of over 1,000 manufacturers. Our pricing offer is a fixed percent discount off the CDW•G Advertised Price by product catalog as seen below:

CDW•G Product Tree Categories	Discount*
Accessories	6.75%
Power, Cooling & Racks	5.00%
Desktop Computers	3.00%
Data Storage/Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
NetComm Products	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (Partner Delivered)	0.00%
Client Configure-to-Order	0.00%
Software	4.00%
Collaboration Hardware	4.25%
Video & Audio	3.50%
Cables	15.00%

*Discounts are taken from CDW•G National Advertised price. Our National Advertised price is benchmarked against current market demand as well as live pricing on our competitor's websites, which we adjust to remain competitive.

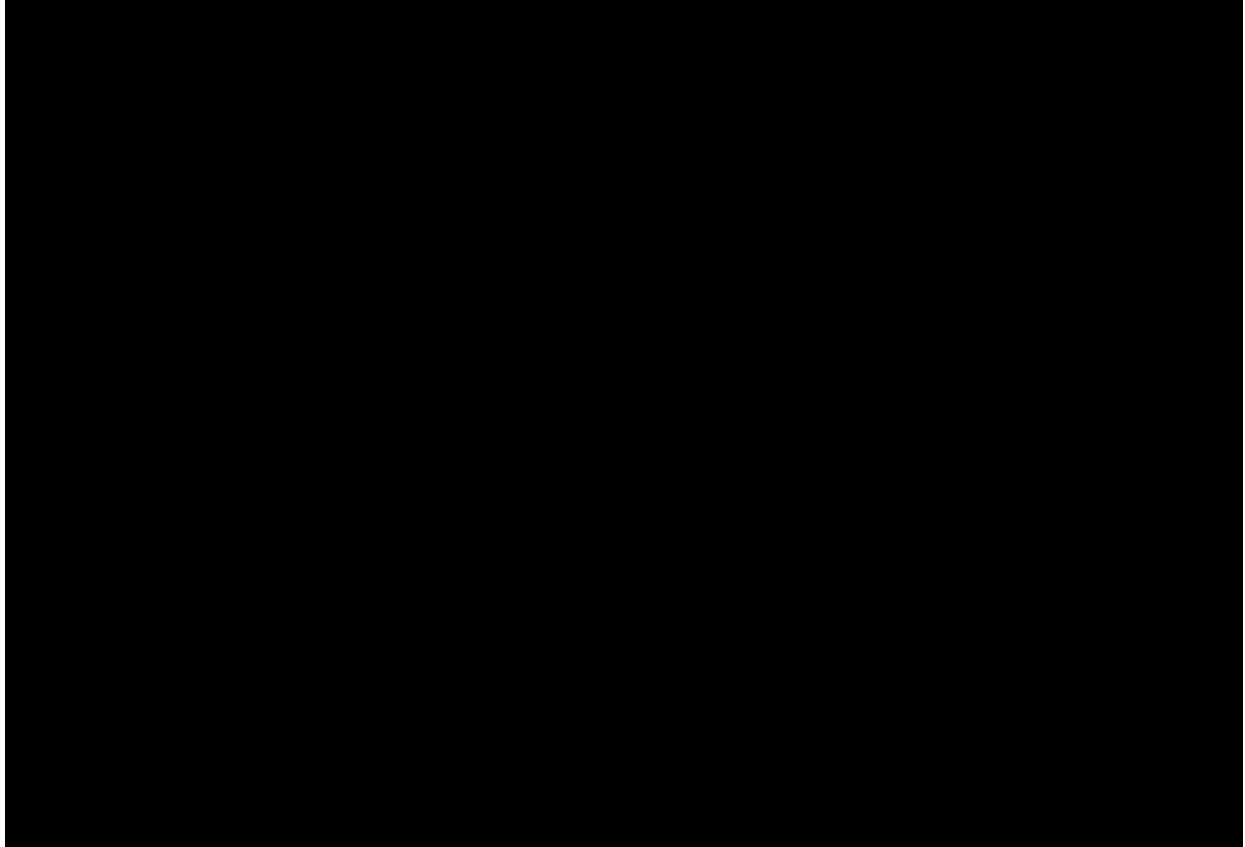
Note: Apple products are offered / allowed at 0.5% discount from National Advertised price, irrespective of category classification. However, CDW•G is not authorized to sell Apple to the K12 segment.

- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated.

Electronic price lists must contain the following: (if applicable)

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).



- iii. Is pricing available for all products and services?

CDW•G offers our entire product catalog, which includes hardware, software, and services exclusive of cloud-based software offerings which are available under another OMNIA Partners/ESC Region 4 Contract that we currently hold, #R171001 (Total Cloud Solutions).

- iv. Describe lease/rental options available including financing information.

Members have access to a diverse portfolio of financial companies that can help them secure the leasing terms that best fit their specific needs and budget requirements. CDW•G offers 16 premier and preferred leasing partners, including Arrow Capital Solutions, Cisco Capital, Dell Financial Services, HP Financial Services, and VAR Technology Finance. While we always view

our deep set of options as a boon to our customers, we also understand our customers and their IT departments might have better things to do than evaluate multiple leasing constructs to select the right one. CDW•G's approach to leasing and financing solutions mirrors our approach to technology solutions in this way: listen, advise, assist, and present the best options. Our account managers, as the trusted first point of contact, work with members to identify those options. This collaborative process includes the following specific steps:

1. An initial discovery session to understand member goals, requirements, and budget
2. An assessment review of members' existing environment and definition of project requirements
3. Detailed vendor evaluations, recommendations, future design, and proof of concept
4. Procurement, configuration, and deployment of the final solution

Our diverse portfolio offers Region 4 ESC members the option to lease virtually any IT product at favorable rates and terms. These options can be available on a per-deal-basis, or in many cases, as a primary billing option. If a member has a preferred leasing company that is not currently one of our 16 partners, the account manager can work with Region 4 ESC to explore the need to engage additional leasing partners.

Region 4 ESC members will also receive a value-added resource in CDW•G's Financial Solutions Team. This is an internal team of unbiased financing experts that work in conjunction with the account manager to align payment options with the Member's financial goals. For example, we know a recent trend for our education and government customers is to adopt mobile devices for their employees and students. However, recent research suggests IT managers believe they spend too much money and time managing devices, including ones that go unused when an end user transfers out of the agency. Our team can recommend an innovative solution for these customers through device-as-a-service (DaaS). While not a traditional leasing or financing option, DaaS satisfies many of those objectives, and includes warranty support, device management, real-time monitoring, and at the end of the lifecycle the devices will be available for reuse or recycling. Less knowledgeable, specialized resources may not consider an option such as this, or—shudder—even be aware it is an option.

Please note:

- Once the Region 4 ESC customer/member agrees to the proposal, the third-party Leasing Company produces a contract between themselves (lessor) and Region 4 ESC customer/member (lessee). CDW•G is not a party to the lease.
- CDW•G will provide leasing options when regulations permit.

v. Describe any shipping charges.

Contract pricing offered includes lowest ground freight option, delivered to the specific receiving point identified in the purchase order. Expediated freight, shipping to Hawaii or Alaska or special deliveries would be an additional cost or at the discretion of the dedicated account team and subject to review.

vi. Provide pricing for warranties on all products and services.

CDW•G offers our entire product catalog, which includes warranties available for goods. This is included in our Category discounts.

vii. Describe any return and restocking fees.

Standard re-stocking fees are as follows:

- 30 Days after Invoice = 15% return fee
- 60 Days after Invoice = 30% return fee.
- Restricted manufacturers & items will incur a return fee Day 1 from invoice.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Region 4 ESC prices and percentage off discounts listed in our proposal are the ceiling price at quantity one (1). It is our experience that few purchases are made for quantity one and that often we can share additional discounts with customers through our close relationships with key OEMs. It is through this practice, we encourage Region 4 ESC members to work directly with their dedicated account team for opportunities where volume is present to identify additional discounts which might be available.

ix. Describe how customers verify they are receiving Contract pricing. Describe payment methods offered.

Automated Contract Management System

Upon award, we will load the contract structure into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price. If you need to make purchases on the Region 4 ESC contract, users can view contract specific pricing as they shop on Account Center. Your Account Center will automatically populate up-to-date contract pricing.

Program Management Oversight

The Region 4 ESC contract will be assigned to David White, your current Program Manager who will ensure contract deliverables are met as well as ensure the correct contract price is maintained.

CDW•G accepts payment through:

- Credit Cards* (American Express, Discover, MasterCard, Visa)
- Checks
- EDI
- EFT (Electronic Funds Transfer)
- Procurement Cards

x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

The category discount percentages will remain firm during the life of the contract.

CDW•G processes a transaction every 3 seconds. This volume makes us the largest multi-brand IT provider, giving members the broadest look at market trends – especially pricing. We know quickly when our pricing needs to be adjusted to remain competitive, our Advertised Pricing combines the benefits of market-based pricing with those of a referenceable pricing structure. We choose to go above and beyond competitive market pricing for our customers by providing a competitive discount on our Nationally Advertised Price (NAP) index. We believe that by providing additional discounts off an already dynamic price index, the Region 4 ESC members will receive best value. Our NAP dynamically updates and scales in accordance with market trends, competitor pricing benchmarks, and savings from bulk purchasing and stocked inventory. Customers have clear insight to their pricing while maximizing additional savings beyond the market price.

xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

As a leader in technology solutions, CDW•G's product portfolio continues to evolve with new products and new partners. As new items are entered into our product portfolio, they are classified into the current product category hierarchy, and will be assigned the discount percentage aligning to that specific category.

xii. Provide any additional information relevant to this section.

Tab 3 – Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Please see Omnia Partners Documents (Appendix D) below.

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Acknowledged

Please see **Appendix B - Terms and Conditions Acceptance Form**

- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please see **Attached Federal Funds Certifications (Appendix D, Exhibit F) and the New Jersey Business Compliance (Exhibit G)**

- iv. Describe how Offeror responds to emergency orders.

Whenever a Region 4 ESC order requires expediting, it will be treated with priority. If an emergency arises, contact your dedicated Account Manager who will place the order and arrange for expedited delivery. Due to our very large inventory at our two distribution centers, it is very likely that we will have the product(s) needed for immediate shipping.

The most economical option is to utilize FedEx or UPS for overnight delivery for arrival by 10:30 AM the next morning (to most areas). However, FedEx and UPS are not available options for heavy weight shipments. It may be possible to expedite heavy weight shipments depending on the weight.

Because of CDW's large volume relationships with our OEM supplier partners, we are in a strong position to deliver products before other vendors are able to do so, even in the event of industry wide supply constraints. This has been the case throughout 2020 as we have worked with many K12 customers dealing with equipping students for remote learning scenarios in the midst of the coronavirus pandemic. We have successfully worked with many school districts, and in fact, entire states with statewide coordination, to provide emergency product supplies as fast as possible given market conditions.

For any priority rated order, please contact the designated program manager on record as early as possible.

v. What is Offeror's average Fill Rate?

A key factor that differentiates CDW•G is our ability to deliver the right products right when you need them. We currently carry more than 100,000 top brand-name products from more than 1,000 leading manufacturers so we have the products you need, when you need them.

CDW•G has two state-of-the-art distribution centers: a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. Our strategically located distribution centers allow us to ship your products to your U.S. location(s) quickly and cost-effectively. Also, our proximity to our principal distributors enables us to obtain competitively priced, non-stocked items for quick turnaround.

Region 4 ESC has access to our highly trained and certified technicians to custom-configure your systems to save you time and free up your IT resources. Products arrive ready to use out of the box, maximizing your employees' productivity. This physical warehouse model allows CDW•G to provide Region 4 ESC with the quickest order turnaround in the industry.

CDW•G's same-day fill rate varies between 97% and 99% for credit-approved orders with in-stock product. Same-day order fulfillment may be constrained due to the addition of configuration services and the complexity of those services.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Our accuracy of products shipped is in the 97-99% range due to the number of checks and balances we have in the system. The delivery location is set at order entry so if the address is put in correctly it will be delivered as requested as long as the carrier delivers it as expected

vii. Describe Offeror's return and restocking policy.

CDW•G requires a Return Merchandise Authorization (RMA) number for all returned merchandise. Please contact your CDW•G Account Manager or Customer Relations at 866-SVC-4CDW or via email at customerrelationsreturns@cdw.com, to obtain a Return Merchandise Authorization (RMA) before shipping product back to CDW•G. This will expedite and help ensure the proper action or credit upon processing.

The following information is needed when requesting an RMA number:

- Customer number
- Invoice number
- Serial number
- Reason for return
- Action to take (replacement/repair/return/credit)
- Whether the box has been opened or is manufacturer sealed.

CDW•G's complete return policy can be found here: [CDW•G Return Policy](#)

viii. Describe Offeror's ability to meet service and warranty needs beyond manufacturers standard.

In those instances where Region 4 ESC chooses the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has defined escalation processes with our partners to ensure technical support is provided by the manufacturers according to the agreed upon SLAs. In those instances where CDW•G enhances the standard manufacturer warranty, we take responsibility for meeting SLAs and delivering the full customer experience

CDW•G does not manufacture products, but end user IT investments are covered by the manufacturer's standard warranty for all purchases. This means that terms of warranty coverage can and do vary with each OEM purchase. Details for each product warranty are on www.cdwg.com or available through your dedicated account manager. In our experience, most often the manufacturer coverage does just fine. But for those times where some added support is desired, CDW•G offers additional warranty coverage options for products whose standard warranty alone does not meet Region 4 ESC's needs. In order to understand all of our best-value options, we recommend that you work with your trusted account manager to navigate the options in our extensive catalog and determine the best fit warranty solution for each product and circumstance.

For example, CDW•G and most resellers offer a whole lot of different OEMs—we understand that's one of the features customers and cooperative agencies like best about doing business with large IT resellers. But a whole lot of different OEMs and a whole lot of different warranties could lead to a significant time investment for Region 4 ESC when left to manage this part of the technology lifecycle on their own. Imagine for a minute Region 4 ESC with small IT staff, is left to analyze and track dozens of programs and expirations to gain the most value from their portfolio of warranties. In these instances, CDW•G can offer Maintenance Contracts to simplify warranty coverage so you aren't bogged down with a collection of warranties from different manufacturers for different lengths of time and each with a different end date. Maintenance Contracts are an easily manageable service contract that covers all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs.

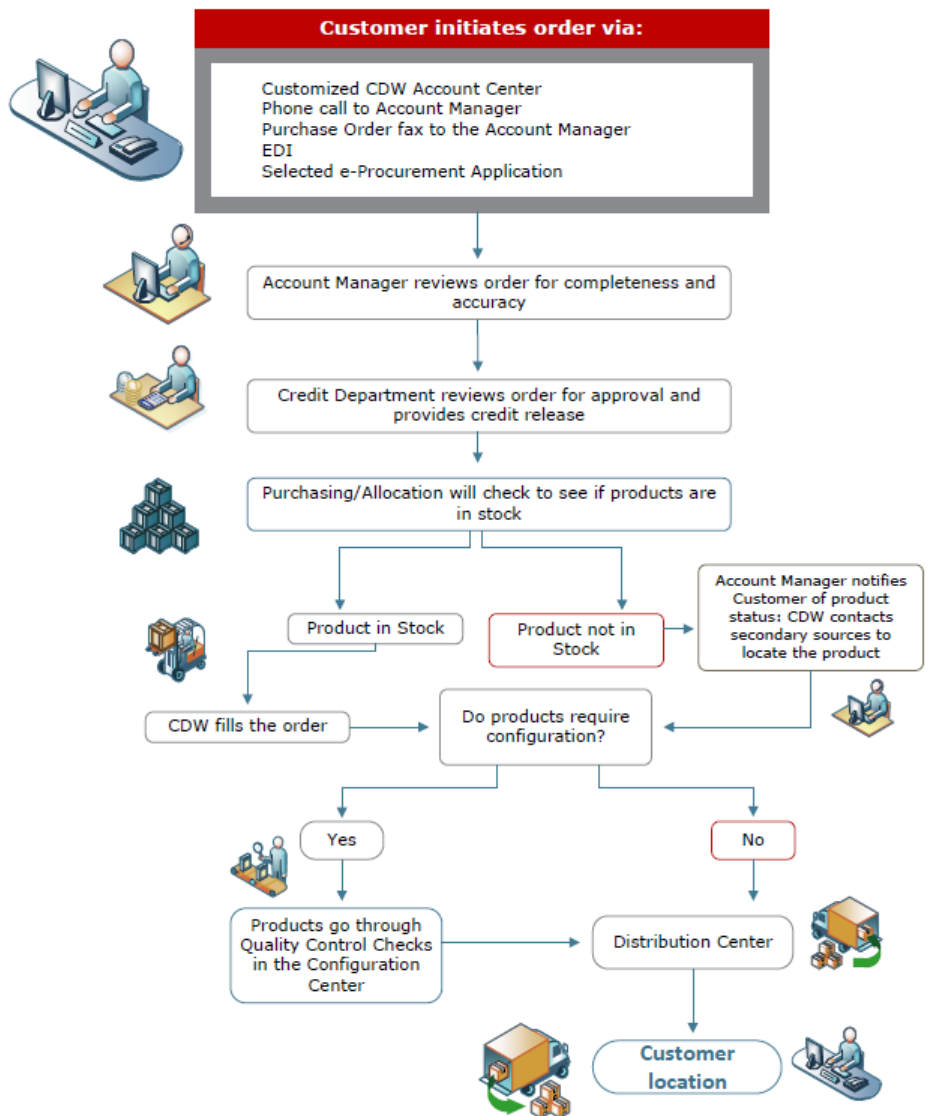
ix. Describe Offeror's customer fulfillment process

The order fulfillment process begins when a batch of orders are systematically released and sorted according to type and priority; for example, split-case picks, full-case picks, oversized picks, and install picks. Our ISO-certified order fulfillment procedures and requirements meet rigorous industry standards to ensure that your order is shipped quickly and accurately. Overnight and Configurations-Priority orders receive processing priority during order fulfillment.

Extendable conveyors move in and out of trailers, bringing product directly to the current loading position and optimizing the number of people needed to load a trailer. CDW has an agreement with UPS for direct lane shipping and will pre-sort packages into trailers that go directly to a sorting hub closer to the end-destination. This reduces overall processing and travel time to increase our 2-day delivery footprint.

Most orders are picked using radio frequency scanners, or voice picking headsets to identify the product necessary for the shipment and direct the coworker to the proper location. The product UPC is scanned to verify quality and serial numbers are captured via a barcode scan. Smaller items are picked directly into CDW branded boxes or padded envelopes, with automation for the carton assembly and shipping label application. Larger items are placed onto the conveyor where the entire carton goes through a scan tunnel to review all barcodes and then shipping labels are automatically applied. The largest items are picked in a similar manner via forklift; coworkers are directed to the location, the product is scanned for quality, and then the product is taken to a printing station to receive the shipping labels.

Order Entry to Product Delivery



- x. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

CDW•G has customer relations representatives who are available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday.

We service customers through phone support, email, and live chat. You will be able to contact our customer relations staff directly or you can go through your Account Manager to resolve problems. The

customer relations staff tracks lost packages, submits claims to carriers, handles Return Merchandise Authorizations (RMAs), and sends out replacements for damaged or defective products.

Excellence in customer service is a top priority for CDW•G. We have many quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure that we provide continuous, high-quality customer service. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of issues.

Each customer relations representative completes a 6-8 week training program upon hire, ensuring quality and consistency across our department. We look for candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within our department, helping us retain talent and experience.

Customer Support Hours

Customers can contact customer relations, technical support and site support via phone, e-mail and online chat from Monday through Friday during the following hours.

Customer Relations:

phone and email M-F from 7am to 9pm CT
online chat M-F from 7am to 6pm CT

Technical Support:

phone and email M-F from 7am to 6pm CT
online chat M-F 7am to 7pm CT

Site Support:

phone and email M-Th from 7am to 6pm
online chat M-F from 7am to 7pm CT

- xi. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

An invoice will be mailed the day after the product(s) is shipped out of one of our distribution centers. Or, a customer can request that invoices be sent via PDF instead. The PDF would be sent the same day that the invoice is generated in the system. When a product is drop shipped from a vendor, CDW•G will invoice the customer once we receive the invoice from the vendor. Copies of original invoices can be printed via your CDW•G Account Center. If there are ever any questions with regards to an invoice, you should contact your Account Manager so the situation can be resolved in a timely manner.

CDW•G now has the capability to send .PDF invoices via email to customers, an important environmentally responsible initiative that Region 4 ESC may want to support. If Region 4 ESC would like to receive invoices as a .PDF attachment via email, please contact your CDW Account Manager to initiate this change.

CDW•G's standard payment terms are net 30 days from the date the invoice is issued.

xii. Describe Offeror's contract implementation/customer transition plan.

With experience managing thousands of contracts in the public space, CDW•G has a robust agreement management process, known as Contract Launch and Acceleration, to execute Region 4 ESC's requirements, successfully transition the current contract iteration to the new agreement, ensuring a seamless experience for Region 4 ESC. The six pillars of Contract Launch—Pre-Award, Intake, Setup & Compliance, Education, Performance Tracking, and Growth—ensure awarded contracts are thoughtfully and responsibly shepherded through the full contract lifecycle by a cohesive, multidisciplinary team.

CDW•G and our marketing team are very familiar with Region 4 ESC and the OMNIA Brand as a current contract holder. Upon award of the new contract, CDW•G will transition customers using the current contract to the new contract. After contract launch, we can add any new customer who requests being added to the contract by linking them to the new contract within 5 business days of request.

Pre-Award Activities

Contract Launch begins prior to a contract award by building a plan and corresponding activities in parallel to the response submission. As part of CDW•G's Contract Launch process, the following pre-award activities are currently underway:

- Members of Contract Launch Pre-Award (PA) Workstream will reach out to Region 4 ESC that have signed an Intent to Participate to understand any unique requirements. Information will be updated in CDW•G's proprietary customer account database in preparation for a PA.
- Detailed internal workflow with names, roles and responsibilities for the complete PA lifecycle. To avoid bottlenecks or single points of failure, each PA will have a designated owner to shepherd it successfully through the negotiation and execution process.
- Create and test a PA toolkit to enable all users that touch the internal PA execution process
- Using historical and existing PA data, we have developed a list of Purchasing Entities that need to be contacted to begin the contract transition process
- Additional resources across Strategic Programs and Sales have been identified and will be trained to support the expeditious execution of an influx of PAs.

Launch and Acceleration Activities

CDW•G's launch plan is already underway. Region 4 ESC can be confident in our ability to deliver timely solutions and support through this transitional period.

The State Contract Launch & Acceleration	
Pre-Award	Project Plan: A list of tasks and responsible parties (Contract Champions) will be clearly identified and assigned ownership for Launch and Marketing activities. .
	Initial Review: Contract Champions review documented CDW•G contract deliverables with to ensure we are familiar with and committed to deliverables and expectations.
	Partnership Alignment: Align with strategic Partners to make them aware of the new contract iteration highpoints and expectations.
Intake	Master Agreement Execution: Upon award, CDW•G will initiate the execution of the contract with Region 4 ESC to create a smooth transition from current agreement to the new contract.

Set-up & Compliance	Contract Kick-off: A kick off call will be established in concert with Region 4 ESC's stakeholders to review contract launch activities and introduce the core CDW•G/Region 4 ESC team. We will provide written timelines and summaries, in advance of calls.
	Pricing: Set up pricing in our contract management system and ensure compliance with agreed structure. Conduct Quality Control and confirm pricing is correctly populating to online portal and Purchasing Entity online accounts.
	Stretch and Piggyback Agreements.: CDW-G will contact each entity with whom we currently have a Stretch or Piggyback Agreement based on the existing contract R160201. We will determine whether there is a mutual interest in continuing the Stretch/Piggyback under the new contract; and if so, take steps to modify or create a new agreement as needed to address the individual circumstances.
	Contract Fees: Work with program management and finance teams to ensure proper set up for contract fee payments
	Custom Premium Page: Create landing page with contract details and confirm acceptability of the website format and data with Region 4 ESC.
Education	Contract Wiki: Develop a dedicated Wiki Page for Region 4 ESC to highlight contract requirements, eligibility, support structure for Sellers, limitations and exclusions and any other relevant information.
	Contract Announcement: Region 4 ESC's dedicated Program Manager will issue an announcement to all CDW•G sales team notifying them of the contract award and providing relevant information and resources.
	Contract Focused Training: Educate the sellers and other supporting roles on contract nuances, usage and compliance. Create virtual training modules in conjunction with live training to help Sellers drive the correct engagements with Purchasing Entities.
	Seller/Customer Awareness: Customer outreach collateral and notices including contract details and information will be created and distributed to Purchasing Entities to inform them of the contract award and get feedback on their specific needs.
Performance Tracking	Reporting: Establish contracting requirements and cadence for all Purchasing Entities.
	Customer Surveys: Develop customer satisfaction survey and implement remediation plan(s) for any identified performance lapses.
Growth	Contract Strategy: Align with Region 4 ESC's goals and build strategies to drive Purchasing Entity adoption and utilization through CDW•G.
	Marketing: The Program Management and Capture teams will align with CDW•G Sales, Marketing, and the State to build mutually agreed upon Marketing material to be distributed to Eligible Entities; Ensure collateral is compliant with contract requirements.
	Quarterly Contract Reviews: Meet quarterly with Region 4 ESC to review contract sales and observed trends.
	Annual Business Review: Meet with Region 4 ESC to review usage and discuss possible revisions of the categorization of Publishers based upon actual sales volume, and to discuss any service concerns, industry trends, and the effectiveness of the contract.
	Accelerate Contract Utilization: Prioritize entities which are either new to Contract as well as laser-focus on entities with established partnership with CDW•G.

xiii. Describe the financial condition of Offeror.

Stability of CDW

CDW•G is a Fortune 500 company that is not only local, but also on firm financial ground. Leveraging our size and partner capital empowers us to effectively operate as our customers' advocate when it matters. And, if history is any indicator, it matters often. In a time of global unrest and economic uncertainty, CDW•G is the partner that will be here tomorrow. We are the partner that is not only financially stable, but also operates with heart and integrity.

Ability to Adapt/Agility

Our longevity and stability also play an important role in helping customers navigate through unpredictable and difficult circumstances. Many vendors can state how they helped a customer successfully achieve IT objectives, but far less have the wherewithal and the integrity to guide customers through unprecedented economic and global crises. This is because these efforts often involve significant time, expense, and resources on behalf of the vendor. However, our dedication to our customers transcends any short-term losses. When we invest in a customer, it is for the long haul. We understand that how we deal with adversity impacts how and when we succeed.

We are relentlessly devoted to helping our customers meet the challenges related to resolving their technology needs. One way we achieve this is through our agility in adapting to the unexpected, such as during the earliest stages of the COVID-19 crisis. Because CDW plays a critical role in continuing to supply IT products and services to our customers, we prioritized a strategic response that would ensure our customers' needs were met in the face of a significant strain on the global supply chain. We worked closely with our manufacturer partners to identify product recommendations based on projected availability. At the same time, we maintained focus on the wellbeing our communities and helping our customers navigate a rapidly changing environment.

Additionally, we have implemented stringent safety measures in our distribution centers in order to maintain business continuity while prioritizing the well-being of our coworkers. Due to our having two distribution centers in different portions of the country, we are able to maintain our supply chain in the event one of those centers goes down for any reason.

xiv. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

The following link is an example of what your website will be capable of: www.cdwg.com/esc4

Account Center Overview

Region 4 ESC will have its own Account Center that is available to users 24 hours per day, seven days a week. This value-added tool makes working with CDW•G easy, convenient and efficient. We have been the pioneers in tapping the power of the web and we continue to develop enhancements based on customer feedback.

Our extensive suite of online tools, provided to Region 4 ESC at no additional cost, allow you to:

- Streamline the ordering process
- Facilitate product standardization
- Create bundles for easy reordering
- Automate purchase approvals and control rogue purchasing
- Communicate standards to all users
- Maintain customized catalog(s)

- Reduce time spent researching and purchasing IT products
- Maintain consistent pricing across the organization
- Create quotes right from your shopping cart
- Provide up-to-date order and delivery status including backorders
- Track purchases by each subsidiary and affiliate
- Simplify software licensing and ensure compliance that minimizes costly fees
- Track your IT assets across your organization
- Provide flexible reporting capabilities using pivot table technology
- Track up to three years of purchase history
- Upload reports in SLT format.
- Download reports in Excel or CSV formats.
- Access online chat support

Website Advantages

Our web capabilities provide an extra level of convenience, customization and efficiency for Region 4 ESC. Your Account Center brings you:

Speed — Region 4 ESC folks can research, purchase and track technology easier and faster than ever. CDW•G makes the buying process simple and more efficient. With one click, you and authorized colleagues can procure the best solutions your need at the best price from one of the industry's largest inventories of brand-name products.

Reporting — As a rich source of detail on purchase history, license agreements and asset tracking, CDW•G lightens the burden of generating reports. Your Account Center is a productivity-enhancing tool, giving you the exact detail you require whenever you need it. You can also download reports into a variety of formats, including Microsoft Excel, CSV and tab-delimited files. We bring you dynamic reporting for the information you need, when you need it, via your Account Center.

The value-added benefit of your Account Center is that you can better manage data and information that will allow you to make more cost-effective decisions. Your Account

Center also reduces the administrative and purchasing costs involved in procurement.

Account Center Features:

Account Linking — View, Place and Track Orders from Multiple Addresses

Account Linking lets you view, place and track orders according to their bill-to addresses. A single log-in gives authorized users a way to efficiently access their order status from across the enterprise while placing and tracking orders by address and location.

Account Team — Access Expert Support with a Personal Touch

Your Account Center allows you to work directly with your dedicated Account Manager and sales team as well as customer service professionals and certified technicians during every step of the purchasing cycle. Your Account Center lets you see pictures of your Account Team, view their contact information and check their availability in and out of the office.

Asset Management — Follow Asset-Tagged Hardware Throughout Your Company

Your Account Center provides an online asset management tool to track your asset tagged products. You can search by serial number, order number, or location. You can even create your own custom fields and add or enter products purchased from other vendors. This feature also allows you to modify your records to reflect the transfer of equipment from one location to another--a real plus for companies, like Region ESC, with multiple locations. Asset Management then lets you create and download a detailed report of your company's hardware assets.

Company Solutions — Compare and Buy Single or Bundled Products with One Click

This capability lets you customize your Account Center home page to show the products and configurations Region 4 ESC uses and streamline standard product orders. You can choose a variety of formats in which to view products individually, in bundles, by manufacturer or even in side-by-side comparisons. By grouping products into bundles, there's no guesswork when making repeat purchases on Region 4 ESC standardized solutions. You save hours having to conduct multiple steps, when you can simply send a bundle right to your shopping cart and check. Your Account Center also lets you perform quick product searches and "comparison shop" by viewing side-by-side, detailed product descriptions before you even place an order. This takes the hassle out of downloading data from multiple manufacturer websites.

Contract Pricing — View Negotiated Contracts in Real-Time, Receive Bids Quickly

If you need to make purchases based on a negotiated contract, your Account Center Website lets you search your approved contracts online. Region 4 ESC users can view all eligible contract pricing as they shop. Your Account Center will automatically provide you with your special pre-qualified pricing and discounts on tens of thousands of products. Authorized users can access contract and/or special pricing in real-time, as the site is constantly updated to reflect the latest status. Buyers from any location can view approved contract pricing to ensure this pricing structure holds true throughout the entire organization.

Order Center — Track Order Status and Purchase History Instantly

This feature offers a full breadth of tools to track your order status, leases, purchasing history and financing options. Original invoices can be printed and you can view outstanding balances and invoices, credits, adjustments and/or payments. You can download your purchasing history in preferred time increments (such as month-to-date, last six months, prior year, etc.) in any number of formats. The system lets you automatically save this data in your spreadsheet or database applications. You can readily search your order, get your tracking number, check shipping status and request a Return Merchandise Authorization (RMA).

Online Quotes — Create, Review and Place Orders in Minutes

You can review a quote online just moments after it is created by your Account Manager. Then it can be printed, forwarded to colleagues or managers for pre-authorization or converted to a live order. This feature also lets you create your own quote right from your shopping cart, in addition to viewing contracts, volume and bid pricing online.

Purchasing Authorization System (PAS) — Streamline Purchasing Approvals

Your Account Center also automates your approval process. The Purchasing Authorization System (PAS) enables you to restrict your employees' purchasing power and to automate required approvals before any order is placed. PAS bypasses the laborious step of having your purchasing administrator personally place each order. This process allows for multiple levels of approval, as well as multiple approval systems which can all function independently for the departments and locations involved with Region 4 ESC's procurement process. This system also allows for reporting that is specific to orders which have moved through the requisition process setup through PAS. All reporting is as dynamic and editable as the other tools on your Account Center.

Catalogs and Custom Catalogs – Limit Product Purchase Rights

Each Region 4 ESC catalog contains a name and a description; they are displayed by product category and show both CDW•G and manufacturer part numbers. There is a drop-down listing on the product search drill-down pages when you conduct a Department Search from the main page, or use the type in search feature on the top right side of the main site banner for your Account Center

The catalog feature allows you to create customized catalogs. Customized catalogs can be used to limit the purchasing ability of your end-users according to Purchase History, Corporate Solutions, Contract(s), Manufacturer Part Number, the CDW•G EDC, and through the Search function. The same engine and keywords which drive the Search Engine are also available for you to search for product. This allows you to refine items listed before making them a part of your custom catalog for one or multiple users. These rules can be used to add product to a catalog or exclude items from one as well. Once applied to a group or PAS workflow, they can really help control the spending habits of your end users and help keep your IT budget on only those items you have selected and approved.

Product Finders — Easily Find the Right Accessories and Supplies

Account Center and CDW•G.com now offer Product Finders to make it even easier to find supplies for printers, fax machines, copiers, multi-functions and other devices. Region 4 ESC can also search for desktops and notebooks. Product finders guide you to the technology solutions that fit your needs and will even help find information for discontinued models. These Finders were designed to ensure compatibility for product categories including cables, desktops, ink and toner, memory, notebooks, power protection and cases and bags.

xv. Describe the Offeror's safety record.

CDW's safety mission statement: To provide the safest and most secure environment possible for CDW coworkers without hindering their creativity and productivity, enabling our customers to receive their product quicker, more efficiently, and with the highest quality possible.

CDW-G has taken a very serious and considered approach to the current coronavirus pandemic, in compliance with all state and local guidance governing the facilities where we operate

COVID-19 Response

In order to manage events such as the COVID-19 outbreak, appropriate response teams were created and consist of an Emergency Response Team (onsite management), a Business Continuity Team (IT,

Facilities, Coworker Services & Security/Safety) and a Crisis Management Team (EC members). All three teams work closely with one another to ensure the safety of our coworkers is first and foremost during any infectious disease incident. Some of the tasks they follow include but are not limited to:

- Cleaning and sanitizing work areas
- Providing remote access for those coworkers unable to come to work, but are able to work from home
- Providing hand sanitizers at entrances and restroom areas
- Providing hygiene reminder posters in break room and restroom areas
- Communicating with coworkers through email or meetings
- Recommending social distancing
- Providing a COVID-19 web site externally for our partners and coworkers, as well as on the CDW•G intranet with facts and information, updated regularly
- Working closely with health care providers, CDC, and the government for the latest information on vaccinations
- Because we value the safety of our customers and partners our coworkers were trained on the appropriate measures to take in order to safely engage in-person customer meetings

CDW•G is concerned about any infectious disease outbreak and is dedicated to its coworkers, customers, and partners for having an adequate response plan.

We have a continually updated response to COVID-19 posted to our website for all our customers and partners: <https://www.cdw.com/content/cdw/en/updates/cdw-response-to-covid-19.html>

CDW•G has also posted a number of valuable links to help coworkers keep up with the latest information regarding COVID-19 and other infectious diseases. Documents on FAQs, partner updates, health and safety fact sheets, emotional health resources, customer engagement, work from home resources are all provided on the CDW•G intranet.

Maintaining a Safe Work Environment

CDW strives to maintain a working environment, which provides for the safety and well-being of our coworkers, visitors, and surrounding community. CDW is also committed to comply with health and safety standards, which apply to its operations and activities. To meet these goals, a number of occupational health and safety programs and procedures have been developed and implemented. Collectively, these programs represent CDW's efforts to minimize occupational injuries and illnesses, to protect environmental property and to reduce liability.

Regulations require that a comprehensive "Injury and Illness Prevention Program" be prepared and implemented. The CDW approach to preparing such a program has been to incorporate, to the degree practicable, existing hazard control programs and procedures.

The regulation requires specific program elements, including the designation of a responsible person and identification of a system for:

- Communicating with coworkers on matters concerning safety and health;
- Identifying, evaluating and reducing workplace hazards;
- Implementing procedures for injury / illness investigation;
- Mitigating hazards in the workplace;
- Training coworkers; and
- Maintaining records

A comprehensive Injury and Illness Prevention Program (hereafter referred to as IIPP) has been prepared by the Global Security Safety and Business Continuity (GSSBC) Department for implementation at CDW. The CDW IIPP was designed to specifically address the regulatory

requirements outlined above, and to function as an “umbrella” program which incorporates the elements of other occupational hazard control programs and procedures (e.g., Hazard Communication Program, Blood borne Pathogen Program, Lockout / Tagout Plan, etc.) It can be readily modified to integrate new or revised health and safety programs, including procedures required by new, pending or future legislation.

CDW also follows an Accident Investigation Procedure: The manager at the location where the accident occurred will perform an accident investigation. The safety administrator is responsible for seeing that the accident investigation reports are being filled out completely, and that the recommendations are being addressed.

Managers will investigate all accidents, injuries, and occupational diseases using the following investigation procedures:

- Implement temporary control measures to prevent any further injuries.
- Review the equipment, operations and processes to gain an understanding of the accident.
- If the coworker requires medical treatment, ensure that they are treated and submit to a drug screen.
- Identify and interview each witness who might provide clues to the accident's causes.
- Investigate causal conditions, unsafe acts and make conclusions based on existing facts.
- Complete a Safety Incident Report.
- Provide recommendations for corrective actions and indicate the need for additional safety training.

Accident investigation reports must be submitted to the Coworker Services Department within 24 hours of the accident.

CDW•G has not received any OSHA citations in the last 5 years.

xvi. Provide any additional information relevant to this section.

Omnia Partners Documents (Appendix D)

Supplier Response (3.0)

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

Company (3.1)

A. Brief history and description of Supplier to include experience providing similar products and services.

CDW is a leading multi-brand technology solutions provider to business, government, education and healthcare organizations in the United States, the United Kingdom and Canada. A Fortune 500 company with multi-national capabilities, CDW was founded in 1984 and employs more than 10,000 coworkers. We have an expansive network of offices near major cities and a large team of field coworkers across the United States.

Our broad array of offerings ranges from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization and collaboration. We are technology "agnostic," with a product portfolio that includes more than 100,000 products from more than 1,000 brands. We provide our products and solutions through our sales and service delivery teams, consisting of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers.

CDW debuted on the Fortune 500 in 2001, at No. 435. CDW's rise in the rankings highlights its sustainable, profitable growth over the years, from \$4 billion in sales in 2001 to over \$18 billion in 2019. CDW now ranks at number 178 on the FORTUNE 500 list for 2020. CDW ranks at No. 5 on CRN's 2020 Solution Provider 500 list.



CDW Government LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education.

B. Total number and location of sales persons employed by Supplier.

CDW currently employs 10,100 coworkers, which are located in offices, remote locations (such as at home), and in the field. Our offices are located throughout the US, UK, and Canada. In the United States there are 26 offices.

C. Number and location of support centers (if applicable) and location of corporate office.

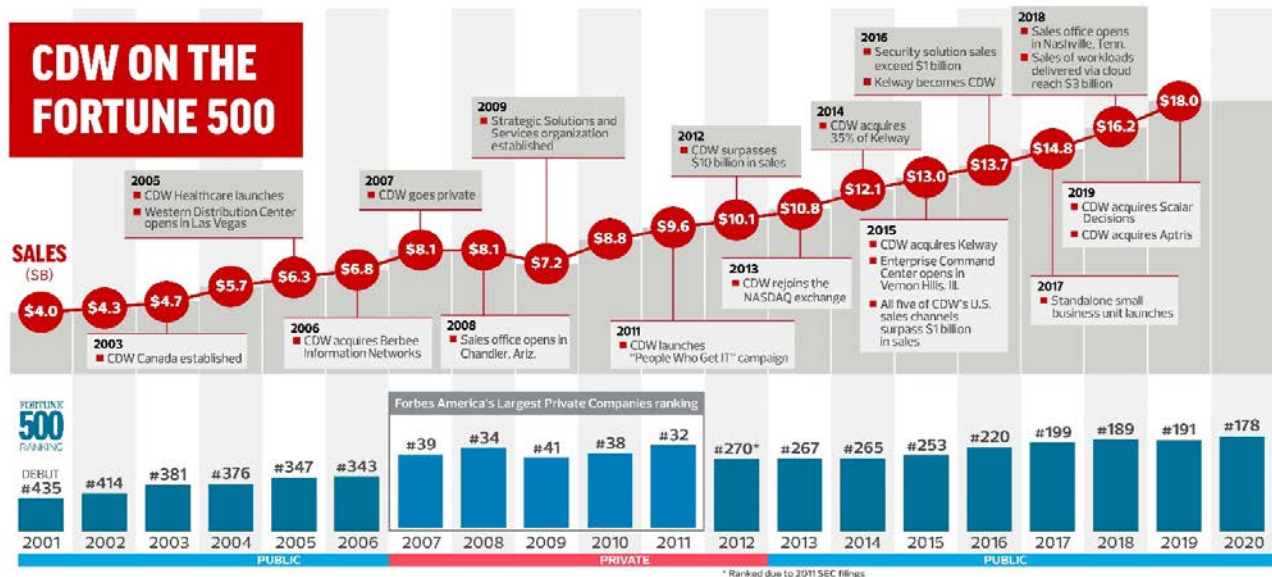
CDW has 26 offices (please see the map above).

The location of our corporate office is: 230 North Milwaukee Avenue in Vernon Hills, Illinois.

D. Annual sales for the three previous fiscal years.

As you can see from the graph below, CDW•G has realized consistent growth since 2001. Our sales for the last three years are as follows:

- 2017 - \$14.8B
- 2018 - \$16.2B
- 2019 - \$18.0B



a. Submit FEIN and Dunn & Bradstreet report.

Unfortunately, we cannot supply a Dun & Bradstreet report as it violates our contract with the company. OMNIA is able, alternately, to obtain a report for CDW•G from Dun & Bradstreet.

E. Describe any green or environmental initiatives or policies.

We reuse, reduce, and recycle wherever possible and both our warehouses are certified by the ISO 14001:2015 Environmental Management System standard. The certification proves that we use 100% recyclable packing material for all our products, and that we set and achieve continual goals regarding the reduction of environmental impact. CDW holds BREEAM certification, too, which relates to the use of light dimming features, solar panels, and rain harvesting at CDW facilities. As well, we offer access to a Print Relief Program that helps our customers save forests by measuring paper consumption and automatically reforesting a company's footprint. Finally, our carriers that deliver products to customers participate in the SmartWay Transport program. This program helps our customers like OMNIA Partners measure, benchmark, and improve freight transportation efficiency.

CDW's Environmental Responsibility

CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

ISO 14001:2015 Certification

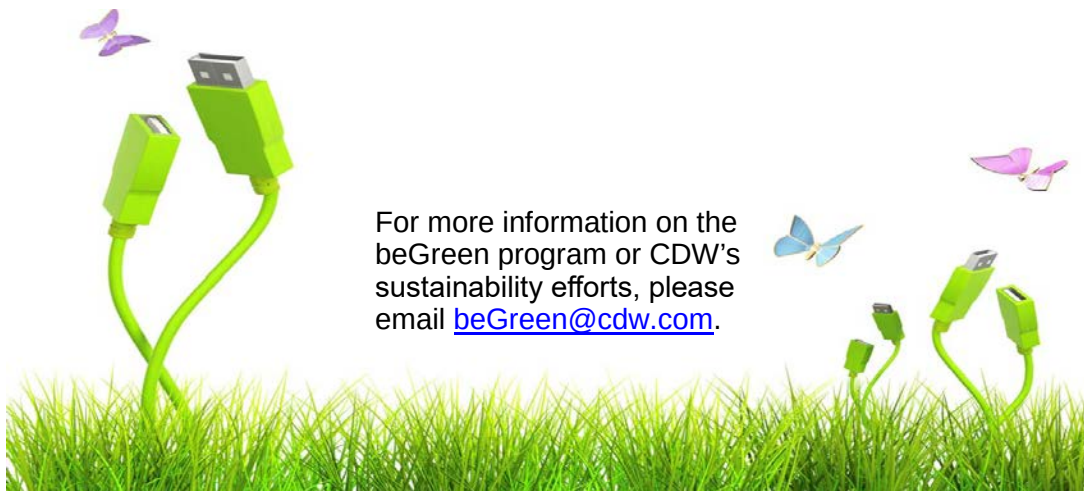
CDW has achieved certification to the ISO 14001:2015 Environmental Management System (EMS) standard. The certification has been awarded to CDW's Vernon Hills, IL and Las Vegas, NV distribution centers and attached offices. CDW's distribution centers use 100% recyclable packing material and shipping containers that also provide maximum protection for your IT assets. As part of our EMS, we conduct in-depth internal audits and self-assessments to support continual improvement. We review our significant environmental impacts each year and set targets to reduce them.

**EPA Green Power Partnerships**

CDW participates in the United States Environmental Protection Agency's Green Power Partnership program.

beGREEN Program

CDW implemented a formal beGREEN program to foster a culture of environmental responsibility that encourages coworkers to reduce, reuse and recycle. CDW has recycling programs for paper, aluminum, glass, plastic, corrugate, batteries and wooden pallets. Our dedicated beGREEN staff continually looks for more ways to be environmentally responsible.



Please see **Attachment A – Our Commitment to the Environment**

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

CDW•G Supplier Diversity program goals are to increase procurement opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, disabled-owned and other small, disadvantaged businesses. The CDW•G philosophy on diversity extends beyond our coworkers, the customers we serve, and the communities we live in to include our valued supplier partnerships. Our commitment to strategically partner with qualified businesses enables CDW•G to continue to provide the best customer experience, while contributing to economic growth in diverse communities.

Since 2007, CDW has been utilizing a vast national network of diverse OEMs, distributors, and service provider partners. Last year alone, we spent more than two billion dollars on subcontracts with our small and diverse partners that serve CDW customers like UC and OMNIA. These suppliers help our customers meet their diverse goals and needs.

- We currently feature over 1,100 diverse suppliers.
- In 2019, CDW became a member of the Billion Dollar Roundtable, joining an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned businesses on a Tier-I basis.

CDW•G is continuously developing other MBE/WBE and SDVOB partnerships to meet customers' needs. These relationships include but are not limited to product manufacturers, distributors, and service providers nationwide who support direct (Tier 1) and indirect (Tier 2) fulfillment through presales and service engagements. We recruit disadvantaged partners locally and regionally, since customer spending goals are tied to their local laws and usually require the partner to be certified within their city or state. These various engagement models allow participating agencies the choice to engage with the diverse partner that suits their technology needs and where the diverse partner's business is best suited to provide support in the sales cycle. In this way, we differentiate ourselves from our competitors. We realize that each customer has unique targets that require a thoughtful and dynamic approach to strategic sourcing. Our Supplier Diversity program offers a broad and robust partner network to achieve this. Utilizing MWBE partners is part of CDW•G's business strategy. Pricing should not be affected for OMNIA partner members using diverse suppliers on the proposed contract.

The following are just a few ways that CDW•G can support OMNIA Partners members in meeting their diverse supplier goals:

1. Educate users on CDW•G's supplier diversity program and how to initiate a planning session.
2. Conduct customer-focused planning sessions with CDW•G Account Manager and supplier diversity program representative.
3. Utilize information gathered from planning sessions to develop custom plans to achieve customer goals around supplier diversity.
4. Perform ongoing engagement to adjust plans as necessary.

For more information on our supplier diversity program please see **Attachment B - Supplier Diversity Economic Impact 2019**.

In order to access our diverse supplier network, participating OMNIA Member agencies would reach out to their assigned CDW•G account representative.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

CDW•G provides a unique combination of both in-house resources and outsourced services from qualified subcontractors to assist with projects across a wide range of technologies and solutions. Whether members are looking for imaging, managed services, software migrations, maintenance or onsite installations, CDW•G can provide Region 4 ESC with the best possible resources to ensure maximum satisfaction and to save Region 4 ESC both time and money.

Commitment to Diversity

At the heart of every diverse business program is the drive to foster inclusivity for diverse communities and drive local economic growth. It's a government's commitment to strengthen civic engagement and level the playing field. CDW supports this effort, too. We launched our Supplier Diversity program in 2007 and have continued to increase our positive impact on diverse businesses since the program's inception.

In 2019, CDW became a member of the [Billion Dollar Roundtable](#) (BDR), joining an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.

CDW not being a diverse prime has the privilege, opportunity and responsibility to partner with diverse suppliers and bring them with us to every opportunity. Just like our customers, their procurement practices, and technology in general, our Supplier Diversity program is adaptive in order to accommodate the unique and changing needs of our customers. To bolster our support of any Region 4 ESC MWBE goals, CDW endeavors to work with our supplier diversity team and local partners to explore ways to grow our MWBE network.

Another important aspect of the CDW Supplier Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities.

CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. CDW supports other organizations, as well, which include:



- Chicago Minority Business Development Council, Inc.
- Women's Business Development Center of Chicago
- Minority Business Development Agency of Chicago
- National Veteran Owned Business Association
- National Gay & Lesbian Chamber of Commerce



Not only does CDW contribute financially to these organizations, we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success.

I. Describe how supplier differentiates itself from its competitors.

Technology requires more than fulfillment – it warrants a vendor that provides superior products and a high-quality customer experience. A major priority in our IT initiatives is flexible, adaptive technology that can promote user needs in a secure fashion. It's not enough to provide customers with access to product they want in a quick and efficient manner. Procurement officers need to understand their options and our customers need to know their products are securely sourced. Our position as a leading technology solutions provider with: expertise in web fulfillment and eProcurement, a dynamic pricing structure, mature logistics capabilities, secure and responsible sourcing processes, a fully-developed contract management department, and an in-depth marketing approach combine to create a procurement solution that no other vendor can offer.

Web Capabilities

Limited budgets and requirements for compliance among customers demand that certain features and functionality be inherent within an online marketplace. We understand these needs and we've incorporated them into our digital marketplace solution. For instance, many of the features that our competitors offer at a premium are offered standard through our online marketplace. Features such as competitive, best-value pricing, spend reporting, and account customization are built into our solution.

Additionally (as noted above), we offer customers access to our entire network of diverse suppliers, at no charge, to aid them in meeting requirements. Some marketplace vendors require a subscription just to identify these suppliers. However, we not only identify those currently in our network, we collaborate with users to deliver against their diversity spending targets.

Agile Cost Model

At CDW•G, we have been pioneers in establishing and evangelizing the value of a dynamic pricing structure. We utilize our Nationally Advertised Price (NAP), a Verifiable Price Index, as the starting point in our price proposals. Our NAP dynamically updates and scales in accordance with market trends, competitor pricing benchmarks, and savings from bulk purchasing and stocked inventory. Our

customers can be sure that the pricing quoted is the most up-to-date and competitive available on the market.

We believe that by receiving additional discounts off an already dynamic price index, OMNIA Partners will provide best value to eligible users. We choose to go above and beyond competitive market pricing for our customers by offering a pricing approach based on NAP. This approach to pricing combines the benefits of market-based pricing with those of a referenceable pricing structure. Customers have clear insight to their pricing while maximizing additional savings beyond the market price.

Blended Distribution Model

A significant advantage that differentiates CDW•G in the marketplace is our ability to deliver the right products, at the right value, right when you need them. Many of our competitors rely on what we refer to as “virtual warehouses.” This occurs when a reseller is entirely reliant on their distribution and OEM partners for packaging and shipping customer solutions. This introduces extended lead times and uncertainty in sourcing and supply chain security. At CDW•G, we have blended the best of our OEM’s and distribution partners’ fulfillment capabilities with our own distribution centers to optimize quick and accurate fulfillment.

Onsite Inventories

In fact, many technology manufacturers choose CDW•G as their primary reseller because of our vast large, on-hand inventories and effective inventory management procedures. CDW•G has two large strategically located distribution centers controlled by a Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW•G’s marketing and purchasing departments continuously monitor trends within the IT industry to ensure that we are stocking the latest technology for immediate shipment. With our secure supply chain, we also take proactive measures to reduce the risk of obsolescence and other inventory discrepancies that contribute to increased costs.

Strong Manufacturer and Distribution Partnerships

Our delivery model combines manufacturers, distribution channel partners and leading carriers to facilitate quick product turnaround. As one of the largest direct market resellers (more than 100,000 products from more than 1,000 name brand manufacturers). CDW•G has established very good working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry’s top manufacturers, and their best prices and rebates.

To supplement our direct purchasing model, CDW•G has strong affiliations with principal channel distributors. We have partnered with numerous distributors to supplement our direct purchasing model. They send us daily EDI downloads which provides visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information which is subsequently available to members through our online catalog.

In-Depth Marketing Approach

We also differentiate ourselves from our competitors through our in-depth marketing approach. We utilize an in-house marketing process based on strategy and we keep customer business outcomes in mind while we utilize our deeply rooted customer network as a function of our account management relationships. CDW•G will utilize a number of proven activities to publicize and promote this new agreement. Our live touch approach includes a proactive communication program, as well as both inside and field sales teams meeting with eligible users. Our customers rely on their account manager as an expert resource; this includes leveraging contracts. Most often, when a customer purchases from a specific contract, it is because of a direct suggestion from their account manager. CDW•G’s sales and

marketing plan combines past CDW•G marketing successes with a strategy to effectively capture net new business. We leverage our reporting capabilities to determine potential target customers. After determining targets, CDW•G can then educate them on the benefits of the new contract and grow net-new business. Through this method, OMNIA Partners and CDW•G will gain traction with users faster than a supplier that does not have these existing relationships in place.

Contract Management

CDW•G is extremely dedicated to the quality and reliability of our procurement management process. Some vendors, even large suppliers, do not have a team dedicated to managing their contracts. Instead, these companies rely on the sales team to manage compliance issues and reporting. We can imagine that this results in delayed responses, unreliable support, and in worst cases, faulty reporting. A differentiator for CDW•G is our Program Management Department, a group of more than 100 coworkers devoted to the full scope of contractual sales, including managing contracts. Keeping our contract management within one group makes oversight and structured processes easy to implement. In turn, this eases oversight responsibilities to one central group and allows CDW•G to standardize our contract management processes and share best practices – in turn reducing risks and improving efficiencies. With an average of over ten years of industry experience and active participation in National Contract Management Association, CDW•G program managers are qualified to advise and serve our customers at all stages of the contract process.

Finally, here are additional highlights of our features and benefits:

- Experienced account team supports your day-to-day IT needs, and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

CDW•G has not experienced bankruptcy or reorganization.

CDW•G is not currently and has not been involved in litigation, which could impact our ability to provide products and services on this agreement.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

CDW•G is a publicly held corporation, so this notification is not applicable.

L. Describe any debarment or suspension actions taken against supplier

As of the date of this submittal, and for the prior five years, CDW•G certifies that to the best of its knowledge and belief, it has not been listed by any federal or state authority as debarred or suspended,

where such debarment or suspension would have a material and adverse ability on our ability to perform hereunder.

Distribution, Logistics (3.2)

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

CDW•G's complete portfolio of product offerings includes over 100,000+ products from more than 1,100 name brand manufacturers. For a listing of our OEM partners, please see **Attachment C - Manufacturer Line Card**.

Based on the strength of our success and our product portfolio, we can offer our customers the newest technologies, robust discounts, and focused OEM support unavailable with our competition. Additionally, as technology is constantly evolving, we are always on the lookout for new vendors and new technologies to add to our offerings.

CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive as follows:

OFFERINGS	
PRODUCTS & PARTNERSHIPS	100,000+ products from more than 1,100 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware
TECHNOLOGY SERVICES	• e-Procurement integration • Leasing services • Managed services • Pre-shipment configuration • Professional services • Warranty and maintenance
TOTAL SOLUTIONS	• Cloud • Collaboration • Data center and networking • Managed Print Services • Point of Sale • Security • Software management • Total Mobility Management

Professional Services

Our project managers and consultants work directly with you to design and implement every facet of your IT solution. After assessing your current environment and business objectives, they'll produce a detailed project blueprint. Partnering with your existing staff, they'll oversee the full implementation of the solution. Then they'll QA it. And troubleshoot it. And lead an in-depth closeout meeting to make sure your team is ready to take the reins. Our end-to-end support ensures that your solution can do it all: improve customer experience, increase efficiency and free up your team to focus on what really matters—your business.

Our IT consulting and professional services team — over 1,000 professionals strong — deploys out of 25 U.S. locations to deliver personal service that helps you understand and meet your business and technology needs. Maintaining top certifications from the likes of ITIL, HIPAA and Cisco, we have the expertise to roll out custom onsite and cloud solutions across diverse industries in the public and private sector.

1. Data Center Installation - Data center maintenance can quickly eat through your IT budget. Our data center upgrades can help you cut costs by replacing high-maintenance hardware with converged infrastructure and virtualized network and storage resources, on-premises or in the cloud.
2. Networking Services - With the proliferation of mobile devices and the Internet of Things, there's more traffic on your network than ever. Before you implement any new IT solution, our professional services team will assess the impact on your network bandwidth and recommend upgrades as needed.
3. Security Services- Security touches every layer of your network infrastructure and requires a holistic defense strategy that aligns people, processes and policies. We prioritize security in everything we do, but we also specialize in security assessments and overhauls to safeguard one of your most precious assets — your data.
4. Digital Workspace Services - As anytime, anywhere workplaces become the norm, your organization needs a control center for employee- and corporate-owned devices, as well as tools for seamless collaboration. Our team will help you optimize your network for mobile workspaces and collaboration while prioritizing efficiency and security.
5. Cloud Services - Cloud applications reduce your dependence on high-maintenance hardware and help you mitigate risk by ensuring business continuity, fast disaster recovery and regulation compliance. Our IT consulting team can assess your needs and help you select the right SaaS or IaaS apps and cloud solutions for your business.
6. IT Consulting Services- CDW's Consultative Advisory Services can help your IT team prepare for the future. Our consultants have years of experience in IT direction, process improvement, governance and technology for cloud, IT operations and business continuity as well as mergers and acquisitions.

For more information please refer to:

<https://www.cdw.com/content/services/professional-services/default.aspx>

Presales Consulting Expertise

A unique advantage of CDW's business model is that Region 4 ESC has access to an incomparable depth and breadth of value-added technical expertise. Your CDW Account Team includes highly trained presales specialists who are experts in areas of technology or for specific partner products. Your account manager engages these value-added resources to bring Region 4 ESC the best advice and

technology solutions to meet your unique needs. Your account team coordinates meetings with Region 4 ESC and vendors to review future needs, standards, and roadmaps.

In addition, your account team has access to dedicated manufacturer representatives who are onsite at CDW's sales offices to provide guidance and support

Technology Specialists

Our teams of technology specialists are highly trained and experienced in products and technologies including:

- Leasing and Finance
- Managed Print Services
- Mobility
- Networking
- Power and Cooling
- Security
- Servers and Storage
- Software Licensing and Management
- Unified Communications/Collaboration
- Voice and Data

Presales Systems Engineers

CDW has a large team of more than 100 presales systems engineers who hold vendor-funded positions and provide presales support for that particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance.

Solution Architects

Our teams of solution architects work closely with the vendor partners whose solutions they design. They assess your environment and work with your IT staff to design plans for solutions that boost productivity and improve operational efficiencies. They are extremely knowledgeable about the latest technologies and have important insight regarding the pros and cons of different solutions.

Onsite Vendor Representatives

CDW has manufacturer and software publisher representatives who are onsite at our sales offices to assist account managers and specialists with requests for technology roadmaps and other information, and to provide training on an ongoing basis. CDW's strong relationships facilitate presales consultation and timely notification regarding product changes and products going "end of life."

Ongoing Customer Support

CDW strives to provide outstanding customer support and resolve issues quickly so your organization will maintain a high level of productivity. While your account manager can generally handle most issues and concerns, our Technical Support, Customer Relations, and Site Support staffs are available to help. CDW-G has customer relations representatives who are available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday. We service customers through phone support, email, and live chat.

Excellence in customer service is a top priority for CDW-G. We have many quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure that we provide continuous, high-quality customer service. We

make adjustments and evaluate process changes as needed when we see high volumes for particular types of issues.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

We plan to offer IT goods and services to all areas noted in the OMNIA RFP Partners Advertising Compliance Requirement - Exhibit H. CDW•G serves the entire US (and Canada and the UK).

CDW has two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes. We have a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, Nevada. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.

CDW holds [REDACTED] of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.



450,000-square-foot distribution center in IL



513,000-square-foot distribution center in NV

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

We also have local distribution partners which can be utilized as necessary by OMNIA members. Some of these distributors have diverse certifications and can be accessed by OMNIA participating members.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

CDWG uses a hybrid distribution model including its 2 warehouses and variety of drop ship and distribution network to ensure delivery requirements.

Region 4 ESC Members can easily procure technology products and services at competitive discounts, CDW•G offers pricing in the same simplified, auditable model that members are familiar with on their current CDW•G agreements. CDWG Advertised pricing is publicly available 24/7 The CDW•G Program Management team uses custom contract management tools, which streamlines the process and

positions us to strictly adhere to the agreement. The Contract Editor tool is a major differentiator for CDW•G. It is a custom-built application that integrates with our internal tools to manage the following items:

Customer access to contract
Contract pricing
Contract shipping commitments
Contract fee compliance

The tool matches Region 4 ESC's unique contract codes from a data pool of all CDW•G sales. We access this information to ensure pricing accuracy and timely report submission. Upon award, we will load the contract structure based on our product categories into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price.

As with all of our contracts, the Region 4 ESC contract will be assigned a Program Management team led by a Program Manager who will ensure contract deliverables are met as well as maintain the correct contract price.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Distribution

Most of our IT products are processed and shipped from our two CDW warehouses described above. These facilities have configuration capabilities such as asset tagging. We do contract with, as well, a network of fully vetted distributor partners for our customers to use as desired.

Diverse Suppliers

Since 2007, CDW has been utilizing a network of OEMs, distributors, and service provider partners, which are comprised of small business and minority, women, veteran, and LGBTQ- owned businesses. These suppliers help our customers meet their diverse goals and needs.

Shipment Carriers

CDW offer best in class freight solutions utilizing industry well known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload) and local messenger services. All carriers are required to have the following:

- Uniform Delivery Drivers
- On-line tracking
- Performance metrics that align with CDW's requirements (on-time delivery and claims)
- Logistics infrastructure to handle high volume shipper
- Customer Service support 7 days a week, 24 hours a day
- Required insurance coverage
- Statistical reporting to identify shipping characteristic changes
- Security certifications such as TAPA (Technology Asset Protection Association), C-TPAT (Customs-Trade Partnership Against Terrorism)
- EDI capabilities – Tracking number and ASN updates

- Ability to process quotes through high volume TMS (Transportation Management System) platform such as ConnectShip

Carrier's performance is monitored daily; each carrier receives a monthly report card that grades their performance based on key performance metrics that drive supply chain efficiency and the customer facing experience.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

As noted above, CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, Nevada. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.

CDW holds \$220M of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.

CDW•G does not have a retail network.

Marketing and Sales (3.3)

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our executive leadership to contract management, our coworkers will collaborate to customize a detailed yet effective plan to launch and grow this contract. CDW•G has a successful contract launch history where we focus on five areas of the contract which are: Intake, Set-Up & Compliance, Education, Measure and Growth. By focusing on these areas specifically, we launch contracts to the CDW•G teams with the most powerful and applicable details to optimize the success of this new agreement.

We bring leaders from across our public sector teams together with OMNIA Partners multiple times a year to review contract initiatives, joint goals, and customer feedback. Our ongoing effort in specific target accounts help increase contract utilization and drive contract adoption amongst non- participating agencies. We meet monthly to review the current state of the business and execution of our growth and marketing strategies.

CDW•G's leadership team is securely behind the growth and strategy of this program nationwide.

Key members of the leadership team include:

David Hutchins, VP of Strategic Programs, leads the newly aligned Strategic Programs organization which includes functions of Pre-award Programs, Post- award Programs, Capture/Business Development and Public Sector Strategic Initiatives. Prior to this, David has held numerous sales leadership roles leading Federal, K-12, Higher Education, State & Local teams spanning nearly 27 years with CDW.



Joe Simone, VP of Education Sales, is an executive sponsor of the contract. He continues to focus sales teams on the success of the contract, and continually collaborates with manufacturer partners, allowing CDW•G to provide the latest technology solutions to help further the mission of 'the connected classroom' across the nation.



Chris Webb, Director of Capture, is also an executive sponsor for all OMNIA Partners agreements and is committed to the overall success of the CDW•G-OMNIA partnership. In his position, he is dedicated exclusively to our company's contractual sales, and leads with the knowledge and experience in cooperative purchasing contracts.

We understand the pivotal role that launch implementation plays in the overall success of the contract. Upon contract award, our executive sponsorship team will internally evangelize this agreement as a preferred contract vehicle for online, transactional IT purchases amongst our customers. Internal communication deliverables to be implemented within 10 days of contract award date include a companywide contract announcement email and a sales-specific announcement detailing contract benefits for online, transactional business.

To facilitate our growth strategy, CDW•G holds many public agreements, some with mandatory requirement within individual states. We cannot agree to market the OMNIA Partner's contract as our primary public sector go-to-market strategy. We have however included a detailed marketing plan to drive contract awareness, adoption and success. Moreover, CDW•G has a proven record of winning and growing OMNIA agreements, and the resources needed to do so. OMNIA Partners has our commitment to do the same here.

Training and Education of CDW-G Sales Force with Our Executive Leadership and OMNIA Partners

CDW•G's program management department is singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the program management department work full-time to maintain contract compliance and engage in contract

administration, including contract launch. CDW•G invests in these resources based on our understanding that contracts are complex sets of commitments.

Our Program Management team has in-depth working knowledge of OMNIA Partners including the former cooperatives, National IPA and TCPN. They will collaborate with CDW•G's marketing department to create awareness and training campaigns to enable our national sales force. He will work directly with our sales leadership and OMNIA Partners to develop and execute a training program for our sales force. Training content will cover contract scope and operations, growth strategy endorsed by executive leadership, and the contract benefits.

Our sellers will then be equipped with relevant collateral to communicate with customers. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.



B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications

Just as our contract management team leads contract launch and maintenance requirements, our sales force upholds strategic relationships with current and potential OMNIA customers. These relationships uniquely position us to develop and deliver an awareness and growth campaign to members through a trusted advisor network. Our account teams have long-standing customer relationships in which they often become an extension of their customers' IT and purchasing teams. Our account managers speak with their customers weekly, if not daily. As a result, our customers turn to their account managers for purchasing recommendations, including which contracts to leverage. Within 90 days of contract award, we will leverage this trusted advisor network and our marketing capabilities (e.g., customer-facing collateral, email campaigns, call campaigns, social media, etc.) to quickly and effectively alert registered and potential customers of the new contract and its benefits.

To successfully implement a marketing plan, marketers must first know their audience and how to access them. CDW•G partners with various trade publications to access our target customers.

Within 90 days of contract launch, our marketing team will work with OMNIA Partners to develop content to disseminate to customers. Below, we have outlined potential avenues in which we can access target customers.

Publications

CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State (StateTech) shown in the graphic on the right, K-12 (EdTech Focus on K-12) and Higher Education (EdTech Focus on Higher Education). To successfully implement a marketing plan, marketers must understand their audience and how to access them, and these publications help reach our target customers. All of the aforementioned publications deliver relevant content via print, blog, video case studies, and e- newsletters on topics including classroom, cloud, data center, hardware, software, security and services.

Additional publications include:

- CoSN
- EdTech Magazine: Focus on Higher Ed
- EdTech Magazine: Focus on K-12 Education
- EDUCAUSE
- GovExec
- GovTech
- NASCIO
- NASTD
- StateTech Magazine

Advertisements and Cobranding

CDW•G works with internal and external marketing teams to profile CDW•G and partner delivered technology productions, solutions and services on customized flyers that are easily accessed electronically or printed to hand out.

Custom flyers are created for all CDW•G contracts. The example below is for a statewide hardware contract with the State of Utah for PC Stores and following CDW•G guidelines was designed to bring value to those new to CDW•G as well as long-time agency users and partners, with information that includes:

- Quantified examples of CDW•G's experience and approach to serving OMNIA Partners;
- Samplings of our breadth and depth of industry partnerships;
- Contract specifics where customers can find CDW•G delivered solutions and services; and,
- Contact details for account managers and account managers in the field.

We can do the same thing for OMNIA Partners on this proposed contract, should you so desire.



Meet the newest member of your technology team: CDW-G, your new partner under the PC Stores Contract for the State of Utah.

Count on CDW-G for one-stop simplicity in product procurement across 12 essential technology categories — including client computing, networking equipment and power and cooling solutions — plus our entire catalog of software offerings (under Contract No. MA2800). Utah's dedicated CDW-G account team provides unparalleled convenience and expertise for your technology procurement.

WE GET IT.



Nationwide public sector experience



20 years of service to Utah



Problem-solving experience focused on you



Individual attention from dedicated CDW-G account managers



Solutions that address every need

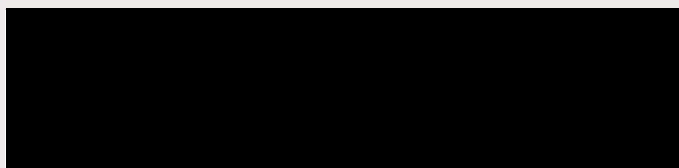


Convenient, state-of-the-art distribution center in Las Vegas

STRONG PARTNERSHIPS, STRONG RESULTS

This contract encompasses CDW-G's hardware portfolio, ensuring solutions that are crafted from the strongest offerings and vendors in the industry, including:

- Computers and accessories
- Desktop, office printers and plotters
- 3D printers
- Consumer electronics
- Apple branded products
- ID printers
- Classroom devices
- Audiovisual equipment and accessories
- Uninterruptible power supply (UPS)



Social Media

CDW•G meets our customers where they are on today's technology horizon. The CDW Social Squad, comprised of employees educated on and active in social media, pushes customized content to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets.



With over 1,700 entries and counting across topics including Cloud, Data Center, Digital Workspace, Networking, Security, and Software, CDW's Solutions Blog delivers evocative and relevant content. Authored by our own subject matter experts, articles are written to help our customers navigate and digest the overwhelming amount of data that comes at them every day as they work to make better decisions for more effective and efficient solutions that meet their individual goals.

- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

We will create a customized Premium Page so customers can easily shop for featured products. It will be active on the first day the contract goes live and feature co-branded material with your organization's logo and message.

This website will include up-to-date pricing on all eligible products. Authorized users and administrators access the information they need when they need it and benefit from real-time updates to inventory and price.

The Website will become live reflecting the new award within hours (or a day or two at the most) from the date of award. We are prepared for an award, and there will not be any delay in our ability to stand up the contract and activate pricing on the website after award is made.

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Our standard contract launch process includes developing collateral to promote contract awareness and education among internal and external stakeholders. Content will focus on the administrative and strategic value of utilizing this new agreement. Specifically, we will highlight the convenience of the online marketplaces, as well as the cost and time savings associated with consolidating transactional procurement needs by leveraging the new agreement.

Possible outlets to disseminate content include our internal Corporate Communications, our Public Sector Publications (State Tech & Ed Tech), a sales-led communications campaign, and social media. We use Twitter, Facebook, and LinkedIn as avenues for marketing, education, updates and general communication with customers. Active social media helps customers stay informed with links, posts and articles of interest in the way that they choose to receive information. As noted above, we also maintain an internal group that is focused on submitting and curating social media content called the Social Squad. It even has its own app available for Android. Social Squad members are encouraged to submit content on a number of topics, including industry news, products and deals, emerging technologies, product launches, featured partners, and more.

We are able and willing to participate in co-branding marketing opportunities with OMNIA. For instance, a combined OMNIA and vendor branding logo can be created to include in social media

advertisements, the agreement's customized Premium Page, customer-facing digital and print flyers and customer-facing emails.

Upon contract award, we intend to conduct a collaborative kick-off meeting dedicated to developing our go-to-market strategy including the development and distribution of co-branded marketing materials within the first 90 days.

- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

CDW•G acknowledges and will employ all commercially reasonable efforts to attend and participate with OMNIA Partners at trade-shows and conferences throughout the term of the Master Agreement.

In 2020, CDW•G's schedule includes over 100 regional and nearly as many national events including FETC, TCEA, ISTE, Educause, National Sheriffs Association as well as numerous in market events such as eRepublic Digital Government Summits and CDW•G hosted events.

In past years, we have attended many events in which we promoted the contract, including NIGP, NASPO, CAPPO, and FAPPO. We will continue this practice with the new agreement, as well. For 2020, we already committed to attend the OMNIA Partners Regional Connections Event in Philadelphia (but it has been cancelled due to COVID-19).

- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

CDW•G has enjoyed participating in the NIGP Annual Forum in past years and will continue to do so with commercially reasonable efforts. We believe in the mission to "develop, support and promote public procurement" and look forward to sharing our best practices with other non-competing OMNIA Partners vendors.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G will advertise the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and StateTech publication sites.

- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

CDW•G will market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with OMNIA Partners to develop our marketing strategies even further and propose a marketing strategy meeting to discuss a refreshed approach and specific goals/targets

for the new contract. Below is a sample of the ongoing email campaign we currently conduct for our OMNIA agreement.



Cooperative Contract (#2018011-01) | [View in Browser](#)

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**WE GET YOU HAVE
COMMUNITIES TO PROTECT.**

**14
Seconds**

New Ransomware Attacks Occur Every
14 Seconds.¹



As Ransomware Attacks Loom,
Preparation Is Critical for
Municipalities

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The Importance of Backup
and Recovery in the Face of
Ransomware

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Shop the cooperative contract
with OMNIA Partners,
Public Sector

[Shop Now](#)

OMNIA
PARTNERS

Call your CDW-G account
manager about the latest
technology offerings on the
cooperative contract with
OMNIA Partners, Public Sector

[800.808.4239](#)

PRESENTED IN PARTNERSHIP WITH



Source: ¹Customonline.com, "5 Cyber Security Statistics You Need to Know For 2020 and Beyond," October 2019

- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
- OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Like we have done for other OMNIA contracts, we will create a Premium Page dedicated to the new contract. The page will include all contract documentation, marketing materials, products and pricing and relevant links.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

CDW•G currently holds a significant number of cooperative purchasing contracts including OMNIA Partners, Public Sector (formerly NIPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell (formerly NJPA). CDW•G is solutions-focused, vendor agnostic and provides consultation to assist our customers to select the contract best suited for their specific procurement needs.

For all of our national contracts, we have maintained the transparency of our contract portfolio to our customer and negotiated the removal of language such as "most favored customer" and requirements such as this.

CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings. We have transitioned a number of customers and their solicitation opportunities to OMNIA Partners contracts, in the form of participating agreements. Moving forward, we will continue to loop new members in to the contract and sustain the growth.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

CDW•G acknowledges and agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. We additionally acknowledge that use of OMNIA Partners logo requires permission for reproduction, as well.

The core component of CDW•G's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

When using the CDW•G logo, you agree to the following:

1. You may use the logo(s) only in the exact form provided by CDW•G and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW•G) and for no other purpose.
2. You may not incorporate the logo(s) into any other logo or design.

3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW•G or its products or services in any way.
 4. You may not display the logo(s) on any website that disparages CDW•G or its products or services, infringes any CDW•G intellectual property or other rights, or violates any law or regulation.
 5. No other logo or design element should appear within 0.5 inches of the CDW•G logo.
 6. You may not frame or alter the CDW•G website in any way.
 7. At CDW•G's direction, you will immediately remove the logo(s)
 8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW•G.
 9. CDW•G disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW•G from and against any and all claims and liabilities arising out of your use of the logo(s).
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

We are happy to create a contract announcement flyer with the new contract information. A sample from an existing agreement is included below. We will revise our marketing pieces to include a mutually agreeable message that best represents the value of the contract.





OMNIA PARTNERS AND CDW-G



A WINNING PARTNERSHIP IN STRATEGIC SOURCING

We are pleased to announce that CDW-G has been awarded a special contract with OMNIA Partners, for the sale of Information Technology Solutions and Services, under Agreement 2018011-01. Contract 2018011-01 is now available for OMNIA Partners participants for all of your technology needs.

STRONG PARTNERSHIP, STRONG SOLUTIONS

CDW-G and OMNIA Partners have worked collaboratively to help you successfully convert to the new program. If you have any questions about the transition or process, please contact your CDW-G account manager for additional assistance.

We look forward to serving you under our new agreement with OMNIA Partners.

CONTRACT BENEFITS INCLUDE:

- + Term: 3/1/18 to 2/28/23 with two, one-year renewals.
- + Competitive pricing across CDW-G's entire portfolio of products and solutions.
- + Access to a multitude of services and custom configurations, including equipment staging.
- + Pricing on products made by the following partners:


by Schneider Electric


Authorized Reseller


Enterprise















MKT 39034 © 2019 CDW LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.800.4239

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

CDW•G acknowledges and complies with the above requirement. CDW•G's Program Management team will work directly with our sales leadership and OMNIA Partners. Our sellers will then be equipped with relevant collateral to communicate with customers. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Name: David Hutchins

Title: VP, Strategic Programs

[REDACTED]

ii. Marketing

[REDACTED]

iii. Sales

[REDACTED]

iv. Sales Support

[REDACTED]

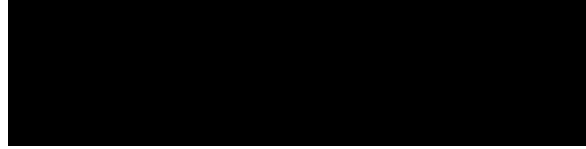
v. Financial Reporting

[REDACTED]

vi. Accounts Payable

We assign Accounts Payable personnel for each manufacturer, not per customer or per contract, contact details can be shared post award for a particular manufacturer if necessary

vii. Contracts



H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The CDW•G customer support models starts with our account managers. As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, our account managers are trained to become experts within the segment they support such as K-12, Higher Education, State & Local government, Federal government and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our account managers to support their customers, CDW•G divides the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other vendors, both small local and national companies.

Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support OMNIA Partners members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI.

Each member has a dedicated account manager who maintains overall responsibility for coordinating all CDW•G resources to achieve the highest standards of customer service. They are the first line of contact for orders, questions, and marketing implementation.

CDW•G account managers, their supporting product specialists, and their sales managers understand the current technology trends and are specialized to only work with public-sector customers. This is one of the great benefits of partnering with CDW•G. OMNIA Partners members will have access to much more than a single resource; members will also have access to an entire sales and support team that are ready to address any member's need. CDW•G, from the executive level down to your account manager, is focused on ensuring that OMNIA Partner's members' needs are consistently and satisfactorily met.



To simplify the customer service process, we recommend OMNIA members bring any issues or inquiries to the attention of their dedicated account manager. Members' CDW•G account managers are the center of their customer service and support experience. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues all the way up to the executive leader who oversees this contract, our Vice President of Education Sales, Joe Simone, and David Hutchins, respectively, until we provide a suitable solution to the performance issue. While this type of escalation is rare, we always work to sufficiently and expeditiously resolve any escalations. Usually, resolution to a challenge has a simple solution.

The beauty of this approach is that the customer does not have to manage the process, hunt down contacts or explain their issue many times over. They are kept in the loop on progress of the resolution, while their CDW•G team takes care of the rest. Because we designate an actual person and not a faceless inbox, they can reach out to their account manager whenever they feel necessary.

For mission critical issues, we follow the same path with expedited timelines. If problem resolution is specific to a coworker, such as performance of an account manager, the customer is encouraged to reach out to the coworker's manager, who will then take the appropriate steps to address. Contact information for your account manager, sales manager and customer relations can all be found easily in your cdw.com account center.

A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why a problem occurred and work to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service.

Beware of proposed incident escalation paths that go no further than issue resolution. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of the failure to meet member expectations.

OMNIA can be confident in this contract's level of Executive Sponsorship within CDW•G, as well.

- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

An OMNIA member's first point of contact with CDW•G is their dedicated account manager. As such, we understand how critical it is for our account managers understand the scope and benefits of the OMNIA agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will train our sales teams regarding the OMNIA agreement with CDW•G. The diverse nature of our training program gives each account team confidence to support OMNIA members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Our account teams clearly and concisely deliver the value of the OMNIA agreement to non-members helping to drive increased adoption and contract growth.

Our customers are seeking a digital platform for quick and simple procurement of transactional items. Our account managers, across all segments and regions nationwide, will be poised and prepared to guide and educate members on this new procurement option.

Tenured CDW•G account managers are actively marketing the current City of Mesa OMNIA agreement to customers and are very familiar with its benefits, including product categories, administrative fee structure, and flexibility. While there will be subsequent trainings upon award, the Online Marketplace contract will easily be added to our account manager's repertoire to become an arrow in their OMNIA quiver. The ramp up time for our account managers will be far quicker than account managers who lack such familiarity with OMNIA agreements.

In addition to our Account Managers, our Business Development team is actively engaged with OMNIA Regional Managers and leaders in Partner Development and Strategic Accounts to review the state of our joint business, develop growth goals and strategies and execute prescriptively to drive business the OMNIA Partners portfolio. This new contract will fit seamlessly into the overall program allowing us to quickly develop and expand contract usage utilizing a proven model.

- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

As with all our contracts, the Online Marketplace contract will be assigned a Program Management team led by a Program Manager who will ensure contract compliance and administer contract procedures, including contract launch. The Program Manager regularly conducts self-audits to ensure pricing compliance and takes corrective action when needed.

Upon award, your assigned Program Manager will work directly with OMNIA to stand-up all aspects of the new agreement within our system (e.g., member lists, pricing, reporting, fee schedules, and other compliance requirements). We will load the contract structure into our internal contract editor system, which will then create a customer premium page with a distinct URL that will reflect the contracted price. Once the structure is loaded, no additional manual intervention is needed to maintain it (this non- manual process only applies to catalog contract using CDW•G categories).

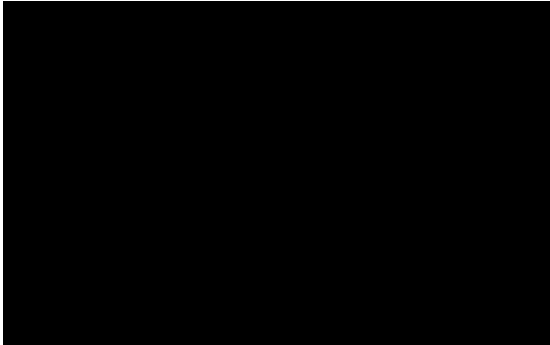
We also have processes in place to ensure that the contract prices proposed are maintained throughout the life of the contract. CDW•G will use automated internal systems as well as Program Management personnel to manage the proposed price structure.

After contract launch, the Program Management team is responsible for adding new members to the contract by linking their account to the new contract. Contract stand-up also includes creation of internal and external resources to aid our customers and sales teams in transitioning to the new agreement.

Our ongoing marketing efforts will include the previously discussed topics – i.e. training, publications, attendance at events – to ensure this contract is continually being marketed from contract launch through completion.

- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

We don't disclose customer financial information; however, the following are our 2019 top Public Agency NIPA/OMNIA Customers:



OMNIA Partners and ESCR4 are in possession of the data we have submitted for sales reporting for all three of the current OMNIA Partners contracts that we hold, which together underscore to the very strong and impactful relationship that we have with both OMNIA Partners and the ESC Region 4 organization.

- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

CDW•G offers our customers several paths to processing orders through an automated process.

eCommerce Platform – Web based

- Your customizable CDW•G web portal is available to authorized users 24 hours per day, provides real-time information, and facilitates researching, ordering and tracking purchases.
- Whether you are a first-time shopper or an existing customer of CDW•G, we can ensure your order routes to the appropriate account management team that supports the shopper's entity, based on the contract being used.

eProcurement Platform – Punch Out Catalog

- As a company, CDW•G is highly experienced in implementing B2B solutions. Since 2001, we have integrated with over 9,000 entities (13,000 customers) and work with over 80 different marketplaces, ERPs and SRMs. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Our mature e-procurement practice also means OMNIA Partners won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for eProcurement customers by allowing them to buy IT the way they need based on their specific requirements. CDW•G's punch out offers the shopper dynamic price offerings, product information and availability while providing industry standard information back into our customers e-procurement platform and contract information. CDW•G can support customers who wish to utilize the OMNIA Partners award(s) through an eProcurement platform.

Application Programming Interface (API)

CDW•G can review customer specific requests where order process automation is needed, but further customization is required. This process may include technologies such as JSON or SFTP but may be accommodated based upon the scope of the project.

- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one
 \$_____.00 in year two
 \$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While we cannot provide guaranteed minimum contract sales, CDW•G has a proven record of winning and growing OMNIA agreements, and the resources needed to do so. OMNIA Partners has our commitment to do the same here.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

As an impartial solutions provider, our first and primary goal is to serve the needs of the customer from a technology and procurement perspective. We act in a consultative, objective manner to aid customers in developing the procurement strategy to best fit their needs. In honoring this commitment, we have maintained the transparency of our contract portfolio to our customers and negotiated the removal of language such as "most favored customer" and other like requirements.

We commend OMNIA Partners in creating a contract vehicle to facilitate easy transactional buying at competitive pricing for its users. We certainly see the strategic fit this contract demonstrates within the public customer space and we will position this agreement when it best suits their procurement needs.

When responding to a solicitation that directly disclaims to the terms and conditions of this Master Agreement, we will comply with all appropriate agreed upon contractual terms.

Additionally, please refer to the Terms and Conditions Exceptions form.

Marketing Plan

Internal Awareness

The first step in our awareness plan is to train our salesforce on the new agreement. Upon contract award, our executive sponsorship team will internally evangelize this agreement as a preferred contract vehicle for online, transactional IT purchases amongst our customers. Internal communication deliverables will be implemented within 10 days of contract award date, including a companywide contract announcement email and a sales-specific announcement detailing contract benefits. Sales enablement training will cover contract scope, membership and new contract requirements so that the account managers can not only inform their customers, but also help them to navigate the new landscape. Our sellers will then be equipped with relevant collateral to inform members.

External Awareness

As a part of this proposal, we will create customer-facing collateral for immediate distribution upon award. Collateral will communicate the benefits of purchasing through the agreement from us as well as showcase products, services, and solutions offered to customers. Our sales force will proactively communicate with customers immediately given their given their considerable familiarity with OMNIA Partners contracts and our robust customer network.

Target Identification

Accurate customer identification is at the core of an effective recruitment campaign. It allows us to align resources and marketing initiatives around those customers whose needs align with the benefits of the of the new agreement. We are consistently lauded for our comprehensive and accurate reporting. We have built specialized software to automate many aspects of the

reporting process so that data informs the way we do business, especially in contract promotion. We will use our reporting capabilities to identify customers who can benefit from the new agreement (e.g., those consistently submitting transactional POs, those managing complex contracts for procurement fulfillment, etc.). Equipped with this information, we can ensure that we optimize our potential to grow the contract.

Expansion among Existing Customers

Strategic Alignment and Targeted Business Planning

We intend to leverage our data analytics and existing customer network to accelerate business through the new agreement. We will strategically align with customers to pinpoint those accounts with potential for growth. Specifically, we will examine accounts where we do not fulfill the majority of the company's IT business. We will also consider customers who have not adopted an online marketplace solution as part of their procurement strategy. Resources will highlight how an online marketplace can promote efficiency and reduce administrative burden. For large target customers, we will develop a business plan that addresses their needs while leveraging the new agreement. Tactical areas of consideration will include eProcurement and web preferences, supplier diversity requirements, current and future IT projects, piggyback agreements with custom terms, co-branded marketing campaigns, and topical webinars.

Recruitment Campaign

Seller Enablement

Not only is our sales force well-versed in growing contracts but they are experienced in accelerating utilization of OMNIA Partners contracts. This also positions our sales force to focus their effort to onboarding new users. Upon contract award notification, we will roll-out a sales-led initiative centered around recruitment, sales-directed strategy sessions, ongoing enablement trainings and customer collateral. Our inside and field sales leadership will look to our reporting to identify customer categories and develop corresponding strategies.

Customer Engagement

This entails a two-pronged approach in which we will launch a communications plan and leverage in-market events to interact with and educate potential customers. In 2020, we are scheduled to attend more than 100 regional and national events where our accounts teams can further propagate the new contract to members. (Some of these may be virtual or rescheduled due to COVID-19.) Content will focus on the administrative and strategic value of utilizing the contract.

Specifically, we will highlight the cost and time savings associated with the new agreement.

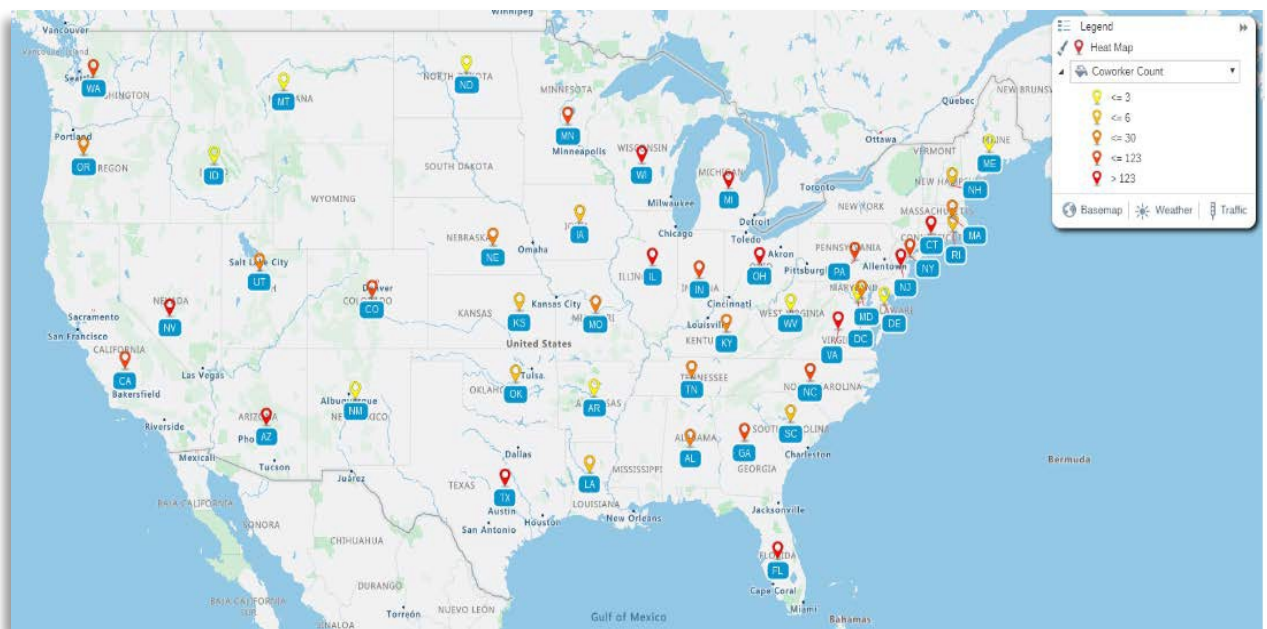
Social Media

Our marketing arm has many advanced tactics to reach OMNIA members. For one, we have a robust social media presence. We have an internal group that is focused on submitting and curating social media content called the Social Squad. It even has its own app available for Android. Social Squad members are encouraged to submit content on a number of topics, including our news, products and deals, emerging technologies, product launches, featured partners, and more. We are able to leverage our top influencers to disseminate information and draw attention to the Online Marketplace contract.

National Presence

As part of the Experience, we organize our sales force differently from other companies in order to best serve our customers. First, our inside account managers and our field sellers are trained to become experts within the public sector segment they support – K-12, Higher Education, State & Local government, Federal government and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our them to support their customers, we have divided the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other vendors, both small local and national companies. We also have an extensive coworker presence throughout the United States as demonstrated below.

Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support OMNIA Partners members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI.



Logistics & Performance Metrics to Support Nationwide Contract

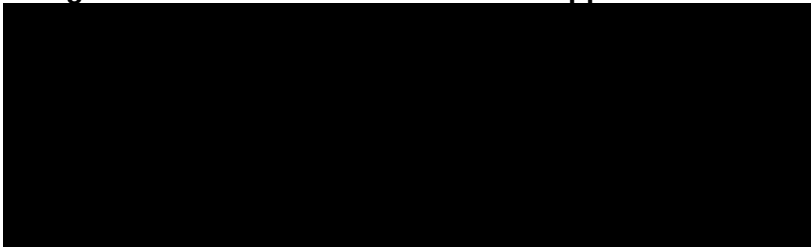


EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES DA Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES DA Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Statement of Ownership Disclosure
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	McBride-Principles

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

Due to COVID-19, documents requiring a notary seal may be obtained later upon request

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: CDW Government LLC

Organization Address: 230 N. Milwaukee Ave, Vernon Hills, IL 60061

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	David Hutchins	Title:	Vice President, Strategic Programs
Signature:	<i>David C Hutchins</i>	Date:	01/15/2021

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, David Hutchins residing in Libertyville
(name of affiant) (name of municipality)
in the County of Lake and State of Illinois of full
age, being duly sworn according to law on my oath depose and say that:

I am Vice President, Strategic Programs of the firm of CDW Government LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
Technology Solutions, Products
entitled and Services (21-04), and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the Region 4 Education
Service Center relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to

before me this day

David C Hutchins
Signature

_____, 2____

David Hutchins
(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: CDW Government LLC
Street: 230 N Milwaukee Ave
City, State, Zip Code: Vernon Hills, IL 60061

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

01/15/2021

Date

David C. Hutchins
Authorized Signature and Title

Certification 26158

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2020** to **15-MAR-2023**

**CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061**



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	CDW Government LLC		
Address:	230 N Milwaukee Ave		
City:	Vernon Hills	State: IL	Zip: 60061

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

David C Hutchins
Signature

David Hutchins
Printed Name

Vice President, Strategic Programs
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability ~~Company~~ Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	(Print name & title of affiant)
My Commission expires:	(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: 21-04

Bidder/Offeror: CDW Government LLC

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): David Hutchins

Signature: David C Hutchins

Title: Vice President, Strategic Programs

Date: 01/14/2021

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CDW GOVERNMENT LLC

Trade Name:

Address: 200 N MILWAUKEE AVE
VERNON HILLS, IL 60061-1577

Certificate Number: 1561883

Effective Date: May 10, 2010

Date of Issuance: August 24, 2020

For Office Use Only:
20200824125254927

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- **Certificate of Employee Information Report**
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: David Hutchins Title: Vice President, Strategic Programs

Signature: David C Hutchins Date: 01/15/2021

Certification 26158

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2020** to **15-MAR-2023**

**CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061**



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 21-04

VENDOR/BIDDER: CDW Government LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

David C Hutchins

Signature

01/15/2021

Date

David Hutchins, Vice President, Strategic Programs

Print Name and Title

Attachment A – Our Commitment to the Environment



Our Commitment to the Environment 2020

The History of CDW's beGreen Program



CDW recognizes the need for responsible environmental management and conservation of resources and has demonstrated its commitment to environmental management and principles of sustainable development through its beGreen program. The beGreen program provides coworkers with a platform to reduce, reuse and recycle in an effort to make CDW's operations leaner, more efficient and more environmentally responsible. CDW is committed to reducing energy demands, managing energy consumption and reducing environmental impact, while realizing economic growth and opportunities. CDW continually works to develop our efficiencies, waste reduction and comply with ISO 14001 standards. Since the inception of the program, CDW has seen overwhelming coworker participation in beGreen. They have the opportunity to share their green ideas with CDW and organize our sustainability goals. Coworkers have consistently responded to the campaign with suggestions, ideas and questions. The feedback has been positive and the level of participation has surpassed our expectations.

CDW has a cross functional team of coworkers who contribute to the program management, the beGreen Community. The team consists of coworkers in multiple CDW locations nationwide and in the UK collaborating through email and conference calls. The community members, in turn, work to ensure the consistency and integrity of the beGreen program, as well as share feedback on concerns and support with each location's needs. In the eleven years since its inception, beGreen has continued to thrive and grow.

beGreen focuses on several key areas: coworker education, community awareness, recycling, resource conservation and ISO 14001 standard. We aspire to become an industry leader in environmental responsibility, because it's the right thing to do. We're proud of our innovative programs, strong recycling and the energy saving efforts that CDW has implemented and we continually improve upon these efforts.



ISO 14001:2015 Certification



We are proud to report that CDW's distribution centers are ISO 14001 certified – the international standard for environmental management systems. This certification has been awarded to CDW's distribution centers located in Vernon Hills, IL. and North Las Vegas, NV.

"CDW is committed to sustaining a strong environmental policy that helps protect the environment and provides our customers with an efficient and cost-effective way of doing business," said Jon Stevens, Senior Vice President, Operations and Chief Information Officer at CDW. "We are honored to receive this certification as a validation of these ongoing efforts, and we appreciate our coworkers' dedication to serving the needs of our environment and customers."

CDW's Environmental Management System (EMS) establishes a common reference for communicating environmental management issues between CDW and its partners, customers, regulators and other stakeholders. Further, this system provides organizational structure, practices, procedures, training, processes and resources for implementing, reviewing and maintaining CDW's environmental policy.

For more Information about CDW's ISO14001:2015 certification, please contact ISO14001@cdw.com.

Sustainability at CDW

In connection with the beGreen program, CDW continually improves upon our environmental sustainability. Here are some notable highlights regarding the many steps we've taken to make a difference:



Lighting & Energy Management:

- Our offices and Distribution Centers are outfitted with automated climate control systems that only run when the space is occupied to help ensure we don't waste power after hours.
- The Vernon Hills Distribution Center's conveyor system detects when a product has not been carried on the line for longer than 5 minutes and automatically shuts down until a coworker restarts the line.
- The Las Vegas Distribution Center's control system is designed to monitor outside and inside temperatures and throttles the system up and down accordingly. In the spring and fall seasons, the system is able to use outside air for cooling.
- In our Vernon Hills location, we added tank less water heaters to our Daycare/Fitness Center and to our café to reduce energy consumption by only heating water when needed.
- In 2015, the Las Vegas Distribution center has updated all of their 455 watt metal halide high bay light fixtures with 192 watt LED fixtures with motion control sensors built into the fixtures for improved control, to reduce power usage, and to minimize our impact on the environment.
- In 2016, the Vernon Hills Distribution Center updated the warehouse and parking lot with LED lights containing motion sensors. This allows us to reduce our power usage while minimizing our impact to the environment.
- In 2016, the Vernon Hills Distribution Center put in new air compressors that are more energy efficient to avoid the wasted or high use energy.
- In 2018, the Vernon Hills Distribution Center installed a high efficiency chiller to save energy while creating a comfortable environment for the coworkers.
- In 2019, the Vernon Hills distribution center replaced another compressor with a higher efficiency compressor that uses almost 36k less kilowatts annually.
- In 2019, the Vernon Hills distribution center replaced 356 lamps with motion censored LED lighting saving 17 watts annually per lamp at a total annual savings of 6052 wats.

Waste Management:

- CDW offers coworkers incentives to refill their drinking containers in our cafés to encourage the use of reusable bottles and cups.
- A company-wide, internal toner cartridge recycling program was implemented to ensure proper disposal of cartridges.
- CDW's Vernon Hills location compost all back of the house materials from our cafeteria to gain enriched soil and remove the products from the landfill.

Eco-friendly Alternatives:

- Our maintenance crews replace petroleum-based degreaser products, when possible, with a citrus-based cleaner/degreaser that is made from natural products and is better for the environment.
- Our cleaning crews also use natural and vinegar-based cleaners in place of chemical cleaners that can be harmful to the environment.

Coworker Engagement:

- Multiple locations participate in our annual Earth Day celebration, intended to educate coworkers on sustainability by providing them with information and products. Additionally, CDW's participation in Earth Hour encourages everyone to adopt energy efficiency measures to consume less energy, water and other natural resources. These events are held to assist our coworkers in considering sustainable opportunities both at work and home.
- In 2016, CDW Illinois locations won the Illinois Governor's Sustainability Award which showcased the hard work put into our sustainability efforts.



Community

Through CDW's Printer Supplies Program advanced membership, the customer will receive complimentary enrollment into the Print Releaf program.

In June of 2018, CDW partnered with Print Releaf to give our customers an option that sustains our forests.

Print releaf is a patented software platform that empowers businesses to sustain and grow our global forestry system.

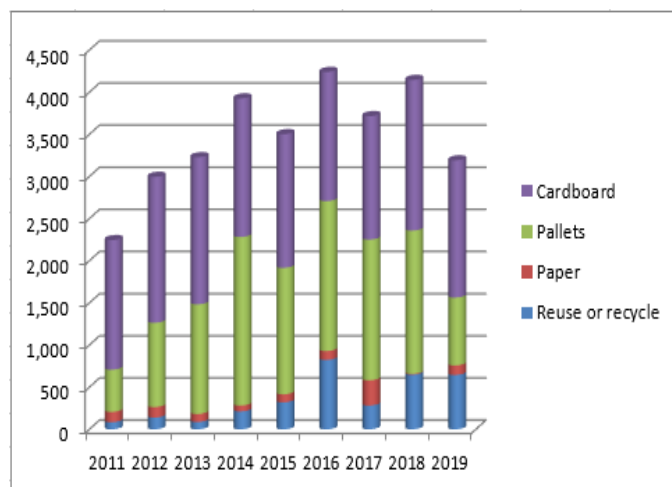
- Print releaf measures your companies paper consumption over time.
- Print releaf calculates the forest impact of your paper consumption.
- Your paper footprint is automatically reforested at planting sites of your choice.

In a lifetime statement dated 12/12/2019, since joining print releaf on 6/18/2018, CDW customers have collectively offset the equivalent of 108,434,177 total standard pages of paper consumption by reforesting 13,013 standard trees.



Recycling at CDW

CDW reduces and eliminates waste, when possible, through recycling. All waste is safely and responsibly handled and disposed. We also reuse when ever possible to avoid the waste stream and recycling efforts. Our Distribution Centers employ programs that are designed to recycle corrugate, shrink wrap, wooden pallets and paper. In 2019, we recycled approximately 1,628 tons of corrugate, 804 tons of wooden and plastic pallets, 645 tons of shrink wrap and other recyclables and 114 tons of paper¹. While fluctuations vary depending on the volume received each year, our recycling efforts have resulted in a consistent reduction in our waste hauls from three times a week to only twice a year. The import/export laws regarding recyclable material have made it challenging but not impossible to recycle. To the right is a graph displaying the total recycling results CDW has achieved at its Distribution Centers.

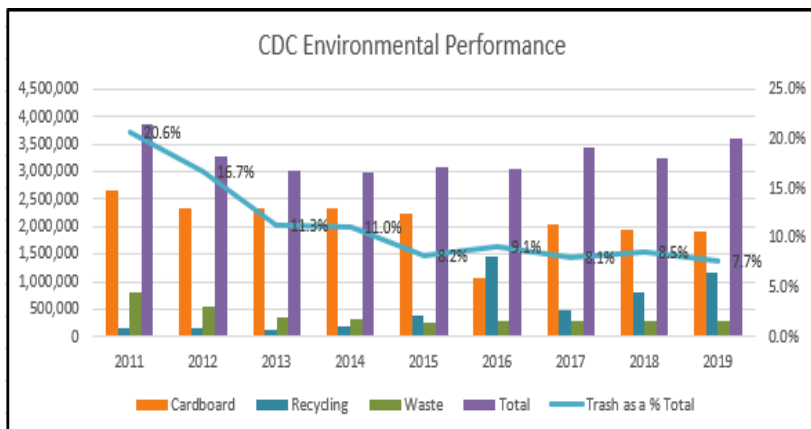


*Paper count includes attached office recycling in the 200 N Milwaukee Ave building.

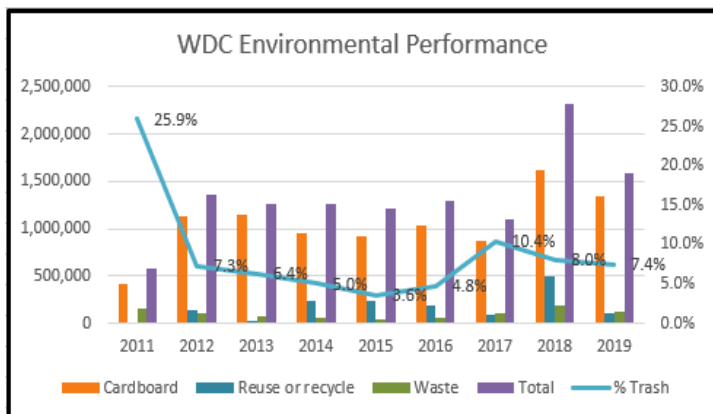
As a part of our ISO 14001 certification, CDW set a goal for 2019 to maintain 90% diversion rate or better of waste sent to landfills by ensuring recyclable items are properly disposed of through our network of recycling bins at our Vernon Hills Distribution Center and our Las Vegas Distribution Center. To the left is a look at our annual tons recycled as compared to our waste tonnage at our Vernon Hills and Las Vegas distribution centers.

Numerous recycling centers have been set up on each floor of our office locations, making it easy and convenient for coworkers to recycle plastic, cardboard, aluminum, glass and other materials. Signs are posted in each recycling area making it easy for coworkers and visitors alike to join CDW in its ongoing commitment to environmental sustainability.

Reducing Waste—Central Distribution center



Reducing Waste—Western Distribution center



¹Paper count includes attached office recycling in the 200 N Milwaukee Ave building.

Packaging & Transportation

CDW supports environmentally friendly shipping methods through efficient use of materials and natural resources. We achieve this through our shipping partners, recyclable packaging and smart packaging systems.

- Over 95% of our shipments use carriers that are enrolled in the EPA Smart Way Transport Partnership².
- In 2019, we implemented direct lanes which creates a more efficient shipment of boxes going to the same area. This ensures less stops for resorting and decreases the carbon footprint.
- Our pick-pack shipping containers are made of the maximum allowable amount of post-consumer recycled material and are 100% recyclable.
- We are also focused on increasing capacity utilization in our supply chain through effective transportation routing and carrier usage. CDW Logistics works to consolidate shipments with suppliers to limit the amount of movement and touches along the supply chain, which enables carrier partners to reduce their CO2 emissions.
- We use manufacturer packaging when possible, with more than 50% of our shipments being sent in the original manufacturer packaging, instead of being repackaged in new boxes.
- We have also redesigned our box estimation program to use the least amount of packaging necessary, while achieving industry best-in-class levels and ensuring customer satisfaction. Today, our systems take into account the dimensions and weight of product to maximize the amount of product put into each box.
- We have implemented envelope shipping for small items that do not have a high risk of damage. This will limit the amount of packaging required for recycling by the customer after receipt. The envelopes are made from 100% recycled material and are 100% recyclable.



²"The Smart Way Transport Partnership helps freight companies improve fuel efficiency, increase environmental performance, and increase supply chain sustainability." — EPA

CDW's Data Centers



CDW has an ongoing commitment to energy efficiency in our data centers. We test and implement new tools and programs to continuously improve our energy usage and to help control operational costs. Our data centers have performed key upgrades to allow us to enhance and measure these efficiency improvements:

- All light bulbs and ballasts have been replaced with high efficiency equivalents.
- Our Minneapolis office location installed a light timer that saves roughly 8 hours of “lighting time” daily. The estimated savings of having these 668 lights off for 8 hours per day translates to a savings of just under 20kWh of power saved daily.
- The HVAC systems in the Madison & Minneapolis office locations were redesigned to improve efficiency by allowing the air conditioners to consistently operate at their peak efficiency thereby reducing energy usage.
- Power Usage Effectiveness (PUE) monitoring has been deployed in both the Madison and Minneapolis locations. This real time efficiency monitoring meets EPA standards for measuring data center PUE and provides CDW with a view of our energy efficiency so adjustments can be made while also gauging the effectiveness of our efforts. To date these efforts have paid off in our data centers and have resulted in the following savings:
 - Air conditioning set points were increased by an average of 6 degrees, translating to a cooling utility savings of nearly 25%.
 - Annual energy cost avoidance savings to date is over \$300,000 and growing.

For more information on the beGreen program or CDW's sustainability efforts, please email beGreen@cdw.com.



Attachment B – Supplier Diversity Economic Impact 2019



DIVERSITY MATTERS



Supplier Diversity Economic Impact

2019



CDW generates business opportunities that position diverse suppliers for economic sustainability, yield competitive advantages for our company and deliver exceptional technology experiences for our customers.





WE GET DIVERSITY

Contents



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Our
Business



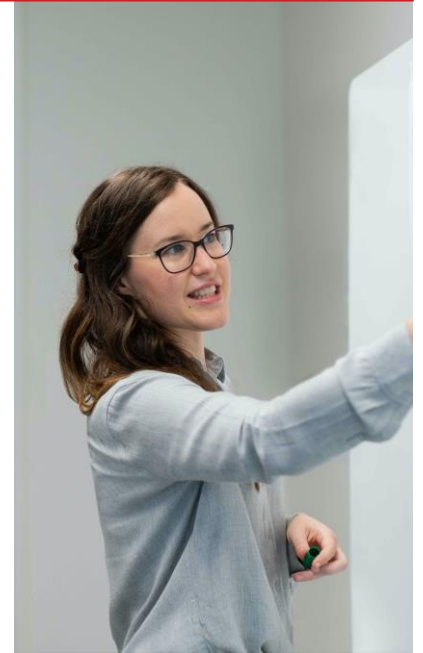
9

Our Supplier
Diversity Program



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Our
Diverse Suppliers



30

Accomplishments
and the Future



Our Business



Investing in supplier diversity is about building a resilient supply chain with award-winning customer experience.

At CDW, we believe that Supplier Diversity is about providing a deep pool of suppliers who are creative, innovative, and competitive. It is not about hitting spending goals and it isn't a handout.

Supplier Diversity enables us to provide our customers the best products on the market for the highest value.

We invest more than dollars in our suppliers. We invest our time customized training, and networking opportunities. And commit to a long-term vision of supply chain diversity so that you are always at the bleeding edge of exceptional technology.



Our Business

CDW is the leading multi-brand technology solutions provider to business, government, education, and healthcare customers in the United States, the United Kingdom, and Canada.

Founded in 1984, we offer our customers a broad array of offerings ranging from hardware and software to integrated IT solutions such as security, cloud, data center, and networking.



\$18 Billion
Annual Sales
(2019)



250,000
Customers



191
Fortune 500
Rank (IT)



\$2.1 Billion
Purchases from Small &
Diverse Business



1,100+
Certified Small,
Diverse Partners



The CDW Way

The shared values that guide our behavior.

We run our business with passion and integrity.

We empower others to do their jobs.

We keep our commitments.

We treat others with respect.

We resolve conflict directly.

We listen.

We include stakeholders in the decision process.

We live our “philosophies of success” every day.

We make things happen.



The CDW Business Model

Everything we do revolves around our customers.

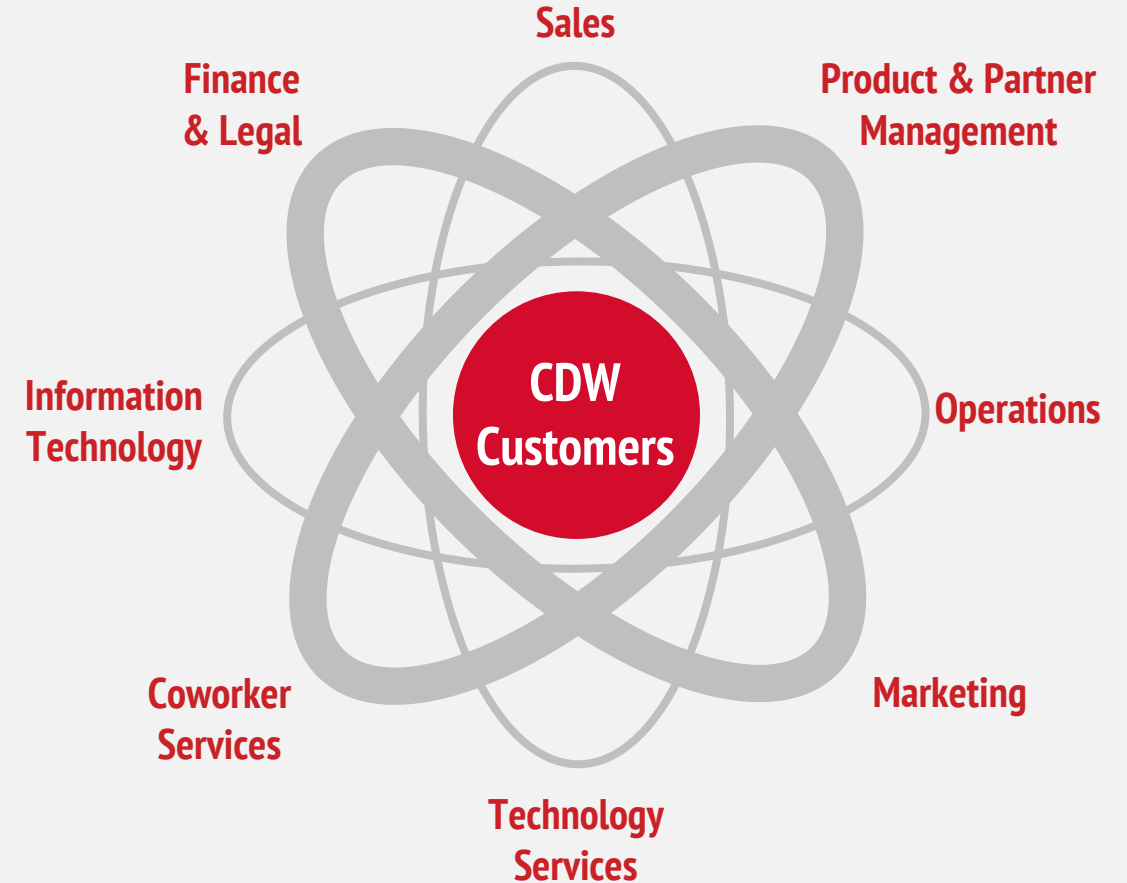
CDW sits between customers and supplier partners, creating unique value for both.

Our Customers receive access to:

- More than 100,000 products and services from more than 1,000 leading and emerging supplier partners
- CDW's deep technical resources, including sellers, highly-skilled technology specialists and advanced service delivery engineers.
- Value-added services to help customers with their IT lifecycle management.

And, our Supplier partners:

- Receive access to CDW's 250,000+ customers
- The ability to augment their product offerings with a wide range of value-added IT and distribution services.
- CDW serves as an extension of its supplier partners' sales and marketing resources.



Our Supplier Diversity Program



Our Supplier Diversity Program

CDW started its Supplier Diversity program in 2007 to help its customer meet their small and diverse business goals. Since then, CDW has continued to grow its program, and our purchases from diverse suppliers has grown from \$359M in 2007 to over \$2.1 billion – a 472% increase in just twelve years ago.

Since 2007, we have spent more than \$14 billion with small and diverse businesses.

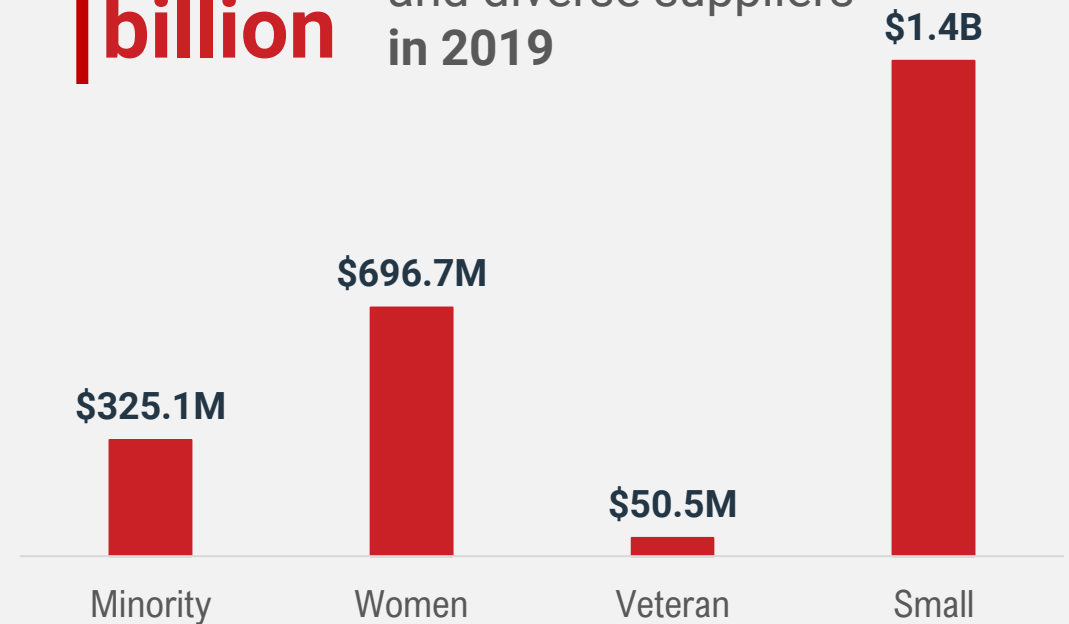


Our Purchases From Small And Diverse Suppliers

In 2019, CDW continued to proactively seek opportunities to engage and purchase from small and diverse businesses. We see the unwavering commitment to supplier diversity as a means of strengthening our procurement process. Equality is an important aspect of our procurement vision and is the most immediate way to make an economic difference by putting resources back into the community.

**\$2.1
billion**

Our spend with small and diverse suppliers in 2019



Note: Suppliers are counted in every category that they are certified. Therefore, the numbers for each category cannot be added to match the total.



Measuring Economic Impact

Supplier diversity programs help foster jobs and economic activity in underrepresented segments of the business and customer community. Inclusive procurement practices provide opportunities to diverse businesses, that in turn provide greater representation, employment and economic advancement for minority, women, veteran and LGBTQ communities.

Economic Impact

The impact of spending with a supplier is greater than direct purchases CDW makes from the company. This is because money spent with the supplier is spent again on payroll, goods and services, and other suppliers in its supply chain. The company's employees use their salaries to purchase goods and services from other businesses. Downstream suppliers similarly use the proceeds from their sales on their employees and other businesses. A chain reaction of indirect and induced spending continues. This economic ripple effect is analyzed in an economic impact assessment.

Economic Impact Metrics

Economic impact is measured through three metrics:

Production: Purchases from diverse businesses support economic activity at these suppliers and creates a ripple effect of purchases through the supply chain.

Jobs: Suppliers ramp up staff to support additional sales. This supports jobs at the diverse suppliers, within their supply chain and in their communities.

Wages: Employees that hold these jobs earn incomes that help support their families and create additional spending.



How Supplier Diversity Drives Economic Impact

Supplier diversity programs help foster jobs and economic activity in underrepresented segments of the business and customer community. Inclusive procurement practices provide opportunities to diverse businesses, that in turn provide greater representation, employment and economic advancement for minority, women, veteran and LGBTQ communities.

Supplier Diversity Purchases

CDW's purchases through its suppliers triggers a ripple effect through its supply chain.



Direct Impact

This is impact at CDW's immediate suppliers who employ people and other suppliers to support their sales to CDW.



Induced Impact

Employees at these jobs support additional jobs in their communities through purchases of goods and services.



Indirect Impact

CDW's suppliers purchase goods and services from other suppliers which creates jobs in their supply chains.



The Economic Impact of CDW's Supplier Diversity Program

CDW's supplier diversity program spreads economic development to communities through engagement of small diverse suppliers. The impact of this program expands beyond the immediate suppliers. CDW's diverse suppliers and the employees they hire engage other suppliers in their supply chain and in their communities. This engagement creates a multiplier effect that ripple through the economy.

**\$2.1
billion**

Purchases from small and diverse businesses

\$3.6 billion

Total economic production generated through CDW's Supplier Diversity program.

22,058

Total jobs supported

\$1.3 billion

Total wages by workers earned from the resulting economic activity



Our Impacts On Our Diverse Suppliers

Our diverse suppliers hire employees and purchase additional materials in order to produce the products and services they sell to us. The \$2.05 billion in purchases from these suppliers supported 11,076 jobs at these companies.

	CDW PURCHASES	JOBS SUPPORTED	WAGES EARNED
MINORITY OWNED BUSINESSES	\$325M	1,427	\$106M
WOMEN OWNED BUSINESSES	\$697M	3,257	\$249M
VETERAN OWNED BUSINESSES	\$51M	243	\$17M
SMALL BUSINESSES	\$1.4B	8,104	\$457M
TOTAL	\$2.1B	11,076	\$684M

Note: Suppliers are counted in every category that they are certified. Therefore, the numbers for each category cannot be added to match the total.

The Multiplier Effect Of Our Spending

Our purchases from diverse businesses set off a series of additional business-to-business activity as our suppliers must in turn purchase from other businesses to provide their products and services. This ripple effect of purchases in the supply chain is called the **indirect effect**.

The jobs supported in the supply chain through the direct and indirect effects creates household wages. These wages are spent in the local communities, and this spending supports additional jobs. This is called the **induced effect**.

	ECONOMIC PRODUCTION	JOBS SUPPORTED	WAGES EARNED
INDIRECT IMPACT	\$746M	4,463	\$330M
INDUCED IMPACT	\$810M	6,339	\$288M
TOTAL	\$1.6B	10,802	\$618M

Top 10 Categories by Jobs at Diverse Suppliers

JOBS AT DIVERSE SUPPLIERS



Our Diverse Suppliers



Developing Supplier Integrity and Resilience

CDW's Supplier Diversity initiative supports the business activities and growth of our small and diverse businesses through scholarships, mentorships, and training. When small and diverse business owners work with CDW, they become stronger, more effective businesses.

Our program:

- Supports and empowers minority entrepreneurs and business leaders.
- Provides leadership and job funnels for minority groups.
- Creates an economic ripple effect in families and communities.
- Provides opportunities to diverse businesses that provide greater representation, employment, and economic advancement for minority, women, veteran, and LGBTQ communities.



A Stronger Supply Chain

Investing in MANY diverse suppliers.

For CDW, it's not only the size of our diverse purchasing that counts, it is also our footprint. We aim to expand the number of suppliers we do business with. In 2019, we had over 400 diverse partner relationships. We prioritize discovering and training more suppliers every year - creating a healthy environment of competition and business growth.

This breadth of our diverse partners allows us to provide our customers with a deep pool of suppliers and exceptional solutions and customer service.

Helping strengthen our small and diverse suppliers.

We offer training, mentorship and scholarship programs so that our suppliers are stronger businesses - an investment that benefits them, us, and, our customers.

Building long term capacity in suppliers.

CDW•G's Small Business Partner Consortium (SBC) was created in 2003 to help small and disadvantaged businesses more effectively compete for federal and state information technology (IT) contracts. Partnering companies leverage CDW•G's operational efficiency, marketing reach, e-commerce and

service capabilities. The program enables government agencies to utilize minority, veteran, HUBZone, and women-owned businesses. As an added benefit, government agencies that hire SBC participants receive specialized IT services through CDW•G.

"World class supplier diversity programs are led by world class supplier leaders. CDW is the example of supplier diversity and what can happen when you go above and beyond checking a box. CDW helps entrepreneurs expand into different sectors and helps their customers by bringing these suppliers to share their skills."

Ralph Moore
RGMA Founder and President
Supplier Diversity Innovator





**Service-Disabled Veteran
Business Enterprise**

CDW Supplier Since: 2009

**V3Gate was named to the 2019
Inc. 5000 list of Fastest-
Growing Private Companies**

Long Term, Dependable Relationships

When CDW finds promising suppliers, we invite them to participate in trainings, mentorships, and the small business consortium. We also introduce them to suppliers and partners. This is how we build long term relationships that our customers and suppliers can rely on.

Synergistic Partnerships

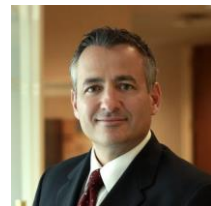
Oscar Valdez, Jr., a combat veteran, co-founded V3Gate with his partner Tad Rzonca. V3Gate's relationship with CDW began not as a supplier, but as a customer when V3Gate began sourcing from CDW for its contracts.

In 2008, CDW encouraged V3Gate to participate in CDW-G's Small Business Partner Consortium.

A year into the program, CDW asked V3Gate to be one of their suppliers. CDW invited Tad to multiple lunch-and-learn events to present to CDW representatives. CDW's Supplier Diversity team mentored him for these sessions and coached him to demonstrate how V3Gate

added value to CDW and its customers. These engagements propelled new business between CDW and V3Gate. V3Gate has grown 581% in three years. They engage with CDW both as a supplier and as a customer. In 2019, V3Gate business with CDW grew to over \$100 million.

In an example of the multiplier effect of supplier diversity spending, V3Gate is passing it forward. In addition to building a diverse workplace and contributing to charities, V3Gate signed a mentor-protégé program to help a small business develop its capacity.



"If you want to work with CDW, they'll give you every opportunity to succeed, but you have to bring real value to them and to their customers. They are as competitive as they come."

- Tad Rzonca, President, V3Gate





**Minority Business
Enterprise**

CDW Supplier Since: 2007

Top Tier Customer Experience

CDW values our suppliers as equal partners. We rely on them to bring a superior level of expertise, knowledge, and skillsets to the table for our customers - every time. Together, we offer a rich and collaborative customer experience from the inception of a solution, and all through the presentation, delivery, and implementation.

Aligned Vision

Betis Group is a systems integrator with 25 years of experience serving government and commercial clients through global IT solutions.

Betis Group and CDW began working together on Supplier Diversity Initiatives in mid-2004. Over the years, the two companies have worked side-by-side to develop Tier 1 and Tier 2 offerings for their customers and create a highly profitable and successful working partnership.

Betis Group and CDW often jointly present to customers across the US and demonstrate the value they deliver through their collaboration.

“As an MBE, CDW’s Supplier Diversity Program allows Betis Group to leverage their experienced sales force and past performance, in addition to its enterprise-level configuration and staged shipment capacity,” said Hernan Cortes, Betis Group President, and CEO.

Working with CDW, Betis Group has been able to leverage CDW’s solutions breadth and operational capacity to increase Betis’s sales and exposure to market opportunities. This partnership enables Betis to develop strategic relationships with suppliers and OEMs.



“CDW gives us the opportunity to amplify our expertise and strong customer focus with best-in-class technology, as well as the best e-commerce and operational infrastructure in the market.”

- Hernan Cortes, President and CEO, Betis Group





Minority Business Enterprise

CDW Supplier Since: 2007

The CRS Group won the ClearlyRated Best in Staffing Award four times for Service Excellence.

Creative Solutions for your Needs

CDW works with award-winning companies at the top of their fields. Our suppliers are innovators and adaptors. When our customers come to us with a problem, we can rely on our suppliers to partner with us to find a solution. **And if a solution doesn't exist, we create one together.**

Best in Class

The CRS Group has worked with CDW for over thirteen years to help customers source the right people with the right jobs. The relationship started at the Chicago Business Opportunity Fair. CDW needed support filling new internal staff projects. Over time, CDW expanded The CRS Group's footprint. CDW invited CRS Group representatives to invite-only events and introduced them to other suppliers and corporations.

CRS Group's Michael Gaines is deeply involved in the small and diverse business community and has lent his knowledge and expertise to introduce other suppliers to CDW and create a more effective Small Diverse Business program. In turn, CDW has turned to CRS Group to offer solutions CRS otherwise didn't service. Through building trust and innovating on solutions, CDW has collaborated with CRS Group to expand its services.



"CDW has helped us expand in several areas of contingent labor needs thereby allowing us to grow our business. We're partners who create win-win solutions to the challenges that we all face. Each company supports the other's initiatives, needs, and information and that enables us to support the goals of our respective companies and our customers."

- Michael Gaines, President, The CRS Group





Stronger Business Leaders



A business is only as strong as it's leadership. We help grow leaders at diverse businesses to even the playing field so that our suppliers are more competitive on their own, and more successful as our partners.

CEO Success Community, a division of VEO Group has coached over 500 women and diversity business owners on how to position their company, fast-track revenues, build corporate relationships, and win clients.

Women Business Enterprise

CDW Supplier Since: 2019



"It only takes a second to see how deeply committed CDW is to supplier diversity and finding opportunities for Diversity CEOs. Bottomline, it is not what you say that people remember but what you do." - Marianne Ellis, Co-Founder/CEO, CEO Success Community

CDW sponsored two CEOs of women-owned businesses to participate in CEO Success Community's Conference Maximizer leadership program. The program teaches CEOs to maximize their opportunities at trade events, win contracts and increase revenue. After COVID-19, the program pivoted to Virtual Conference Training.

"I learned how to systemize my approach which has been a weak spot of mine. I was ready to walk into the WBENC Summit & Salute conference not just as ONE company, but with a team of WBE CEOs who could share opportunities and connections."

**Melanie Rae, Founder + Author
Guided Business Plan**



"This program opened doors with corporations and fellow WBEs. Marianne's guidance with strategy has elevated our cohort's conversations in identifying plans to achieve our goals of increasing revenues and forming relationships."

**Subha Rajana, CEO
Biarca**



**Minority and Women
Business Enterprise**

CDW Supplier Since: 2019

Protecting Your Investments

To ensure our customers always achieve their goals for supporting small, diverse businesses, we work closely with our suppliers. Becoming certified can be a long and arduous process. When we noticed that maintaining certification was an obstacle for some of our suppliers and threatened the resiliency of our supply chain, we looked for solutions

R Mo Diversity Solutions helps CDW suppliers secure certification and recertification to protect the integrity of our supply chain.

CDW initially engaged R Mo Diversity Solutions, a Minority, Women-Owned, Disadvantaged and SBA 8(a) certified business, to help re-certify one of CDW's largest suppliers, whose business was integral to CDW's customer goals. CDW is now working with R Mo Diversity Solutions to develop a digital library of over 1,000 diverse suppliers. Through it's relationship with CDW, R Mo Diversity Solutions is seeing their business model expand.



"Kristin Malek treats small businesses with respect, gives them value, and helps them to grow. She is very encouraging and responsive. Since starting my relationship with CDW and Kristin Malek, I have begun developing a new product for my corporate partners that ensures more suppliers are certified and geared for their business growth."

- Ranjani Mohana, Founder, R Mo Diversity Solutions



Creating Opportunities for Suppliers

CDW takes every opportunity to create openings for our suppliers to grow their businesses. We challenge our suppliers to think outside the box and beyond the sector that they initially targeted. This provides new avenues for growth, creates jobs, and increases profits. It also helps CDW build a more resilient supply chain.

Empowering Diverse Suppliers to Serve All CDW Clients

Many CDW suppliers often target only specific sectors. This narrow focus limits their potential to the customers who can benefit from their solution.

CDW works in the public, private, nonprofit, education, and healthcare sectors. To secure the best solutions for all our customers, we empower our Tier 1 diverse suppliers to make cross-

sector transitions. We have helped suppliers transition from servicing only the government sector to also selling to the private sector. CDW opens doors for these businesses by providing education, training, and introductions to expand their customer base.

Our customers benefit immediately from these improved procurement options.



Accomplishments and the Future



Supplier Diversity Team Awards and Recognition



US Veterans Magazine Best of the Best Supplier Diversity Program

CDW as a 2019 Best of the Best in Supplier Diversity out of over 350 organization. The goal of the U.S. Veterans Magazine annual evaluation is to encourage active outreach and diversity policies among corporations and government agencies. The lists were compiled from market research, independent research, diversity conference participation and survey responses.



Billion Dollar Roundtable Excellence in Supplier Diversity

CDW achieved membership in the Billion Dollar Roundtable for procuring more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis. This reflects CDW's strong commitment to ensure a diverse and inclusive supply chain.

Celebrating Membership in The Billion Dollar Roundtable

CDW celebrated the procurement of more than \$1 billion in 2019 from minority- and women-owned businesses on a first-tier basis. This milestone unlocked our membership in the Billion Dollar Roundtable. CDW joined an exclusive group of only 28 other companies such as Walmart, CVS Health, Apple, Dell, IBM, and Microsoft.

An Annual \$1 Billion Commitment

The Billion Dollar Roundtable was created in 2001 to drive supplier diversity excellence through best practice sharing and thought leadership. The BDR recognizes and celebrates corporations that achieved spending of at least \$1 billion with minority and woman-owned suppliers.

Thought Leadership

The BDR promotes and shares best practices in supply chain diversity excellence through the production of white papers. In discussions, the members review common issues, opportunities and strategies.

The BDR encourages corporate entities to continue growing their supplier diversity programs by increasing commitment spending levels each year.



“A diverse supplier base enables CDW to contribute to the economic well-being of all segments of the U.S. population. We recognize that partnering with suppliers who provide a diverse set of ideas – in addition to delivering support, goods and services – creates a significant competitive advantage for CDW and our customers. We are honored to have reached this important milestone and look forward to continuing our work leading, influencing and shaping supplier diversity excellence.”

Dave Hutchins
Vice President, Strategic Programs, CDW

The Future Is Even Brighter



Sourcing More Suppliers, Investing More Resources, Creating More Jobs

Although CDW has been spending over \$1 billion with small and diverse businesses since 2014, we continue to add new small and diverse partners. The biggest benefit of the strength of our program has been the opportunity to share our growth with diverse businesses. It creates a win-win-win situation for our customers, our diverse partners, and for us. Our customers win because we're able to deliver diverse solutions, diverse suppliers win when they secure opportunities to grow, and we win because we are playing a role facilitating this interaction.

Streamlining Business

Business runs smoother when processes are streamlined. That's why CDW is working to make finding solutions and choosing suppliers as easy as possible.

CDW is building a digital library of over 1,000 CDW diverse suppliers.

Through our supplier diversity program, we envision a future that provides economic empowerment and where CDW has a better a powerful impact in the communities we serve.

"I look for ways throughout the organization to create awareness and include diverse suppliers. My vision is for supplier diversity not to have to be a thing— just the way we do business. While we have more work to do, I'm incredibly proud of the \$2-plus billion we spend with diverse suppliers every year." Stephanie Santander, Director, Program and Contracts, CDW

Partner with CDW, Meet Your Goals, Make a Difference

Partnering with us means achieving your company goals and increasing your access to more diverse and innovative suppliers. It means genuinely changing the lives of the people in your community and the communities you do business.

It is more than reports and data, its people and their kids, education and local investment, a higher quality of life for the people you work with and their paying it forward. It's the ability to invest in a brighter future for everyone.

"We are creating solutions that foster more equality in the supply chain. For CDW, it is about having a meaningful impact. We know when we invest in small and diverse businesses, we have the opportunity to drive job creation and to create a lasting economic empowerment in the community."

Kristin Malek
Senior Manager Supplier Diversity, CDW



Appendix: Economic Impact Modeling

Economic impact modeling is a standard tool used to quantify the economic contribution of an investment or company. This modeling uses an “Input-Output” economic model to estimate the number of times each dollar of “input,” or direct spending, cycles through the economy in terms of “indirect and induced output,” or additional spending, personal income, and employment.¹

There are several Input-Output models used by economists to estimate multiplier effects. supplier.io employed the IMPLAN input-output model in developing estimates of spending, income and employment impacts. This model, initially developed by the U.S. Department of Agriculture, examines inter-industry relationships in local, regional, and national economies.

An Input-Output model uses a matrix representation of a nation’s interconnected economy to calculate the effect of changes in spending by consumers, by an industry, or by others, on other industries and the entire economy. This matrix representation and the related Input-Output tables ultimately measure “multiplier effects” of an industry by tracing the effects of its inter-industry transactions – that is the number value of goods and services that are needed (inputs) to produce each dollar of output for the individual sector being studied. In essence, an Input-Output model is a table which shows who buys what from whom in the economy.²

This report is based on an analysis of data provided by CDW using IMPLAN’s Input-output multipliers, and the supplier diversity information in supplier.io’s database of nearly 1.6 million active certifications.

supplier.io ABOUT SUPPLIER.IO

SUPPLIER.IO is redefining supplier diversity solutions. By providing comprehensive, accurate data in near real time, we help our customers get information they need to grow their supplier diversity program. To learn more, visit <https://supplier.io>.

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Attachment C – Manufacturer Line Card

WE GET HAVING CHOICES.

A

Absolute Software
AccessData
ACD Systems
Acer
Acronis
Actifio
Actiontec
Adaptec
Addonics
Adesso
Adobe
ADTRAN
Advanced Media
Services
AeroScout
Airtame
Alcatel
Internetworking
Alera Technologies
Allied Telesis
Alsoft
Altec Lansing
Altova
Aluratek
Amazon
Ambir Technology
AMD
American
Microsystems
Amphenol
Antec
Anywhere Cart
APC
Apex
APG Cash Drawer
Apple
Applied CRM
Solutions, Inc.

AppSense
AppSpace
Apricorn
Aptris
Arbor Networks, Inc.
Arcana Networks
Arcserve
Arctic Wolf
Ardham Technologies
Areca
Arecont
Arlington Imaging
Supplies
Armoractive
Array Networks
Arrosoft Solutions
Arxscan
Ascom
ASI System
Integration
Asurion
ASUS
AT&T
ATC Tech Solutions
Atech Technologies
ATEN Technologies
Atlantic Digital
Atlas Sound
Atlona
ATP Electronics
ATTO Technology
Audiocodes
Audio Enhancement
Audio Visual
Innovations
Aurora Systems
Consulting
Autodesk
Automated Systems
Consulting

Avaya
AvePoint
AVer Information
Avery Dennison
AVG Tehnologies USA
Avid
Avizia
Avnet Services
Avocor
Avteq
Axiohm
Axiom

B

B&B Electronics
B2GNow
Babel Street
Baer Consulting
BAFO Technologies
Balt, Inc.
Barco
Bare Bones Software
Barracuda Networks
Barrister Global
Services Network
Battery Biz
Battery Technology
Bay Tech
BCDVideo
Beam Mobile
Belden
Belkin
Benq Peripherals
Berk-Tek
Best Data Product
Betis Group
BeyondTrust
BIC Corp
BigHand
Big Tin Can

Binary Tree
Bitdefender
Bitglass
BitTitan
Bixolon
Biz Technology
Solutions
Black Box
Blackhawk Data
Blink ITS
BlueBeam
BlueBeam Software
BlueBird
Blue Cat Networks
Blue Chip
Blue Chip Cloud
Bluefin
BMC Software
Bogen
Bomgar
Bosch
Bose
Bouncepad
Box.com
Boxx
Brady Industries
Brainstorm
Breezie
Brenthaven
Bretford
BridgeWave
BrightSign
BRIMY
Broadcom
Brocade
Brooks Power
Systems
Brooktrout
Brother

Brothers Integrated
Tech
Bucher + Suter
Buffalo Technology
BuMat
Business Source
BUSlink
Bytecc

C

CA Technologies
Calabrio
Calero Software
Califone
Camali Corp
Canon
Canvas
Capella Technologies
Capsa Rubbermaid
Carahsoft Services
Carbon Black
CarbonHelix
Carbonite
Cardett Associates
Carousel Industries
Cascade Computer
Maintenance
Case Logic
Casio
CATDV
CDO Technologies
CDW
CDW Services
Celestix
Cellular Services
Centerline
Communications
CentraComm
Communications

WE GET WANTING THE BEST SOLUTIONS.

Centricist
Centrify
Century Software
Certero
Cetecea
Chatsworth Products
Check Point
Software
Chef
Chelsio
Chenbro
Cherry
Chief
Chip PC Industries
Christie Projectors
Ciena
Cinemassive
CipherLab
Cisco
Citizen America
Citrix
ClassLink
ClearCube
Technology
ClearOne
Clearswift
ClearVision AV
Clinton Learning
Solutions
Cloudbees
Cloudian
CloudGenix
CloudPhysics
Clover Imaging Group
CMS Peripherals
C-nario
Coby Electronics
Code Scanners
Code42
CODI Notebook
Cases

Cofense
Cognitive Receipt
Printes
Cohesity
Columbitech
Column Technologies
Commercial Tele-
communications
Comm-Link DHP
Commvault
Communication
Consulting
Communications
Installation
Comnet
Communications
ComStar
ComponentOne
CompuLink
CompuWare
ComStar
Comtrade
ComTrend
Comtrol
Concanon
Conduvis
Technologies
Conen
ConnectPro
ConsultX
Contemporary
Computer Services
Content Keeper
Content Watch
Contex
Conti Electric
Contour Design
Coplogic
Core BTS
Corel
Corning

Corporate IT
Solutions
Corsair
Cortelco
Cost Management
Group
CPI
CP Technologies
Cradlepoint
Crane Payment
Innovations
Creative Labs
Crestron
CRG
Criticom
Crow Communication
CrowdStrike
Crown Supply
CRU
CRU-DataPoint
Crunchy Logistics
Crystal Group
Crystal Point
CTA Digital
CTL
CUE
Cumulus Networks
Custom Computer
Specialists
Customer Owned
Products
Cyber Acoustics
CyberArk
Cyberdata
CyberDefense
Technologies
Cybernetics
Cybernet
Manufacturing
CyberPowerPC
Cylance

D

DAMAC
Datacal Enterprises
Datacard
DataCom Wireless
DataCore
Data Dynamics
DataLocker
Datalogic
DataMation
DataOn
Datasouth
DataVac
Datawatch
DataVizion
Datrium
DC Value Added
Service Tech
DCC, Inc.
DDD
Dell
Delphix
Denso
Design Science
DETTO Technologies
DeviceLock
Dewalt
DewPoint
Dialogic
Diamanti
Diamond Multimedia
Diehl Graphsoft
DigiCert
Digi International
Digital Guardian
Digital Networks
Digital Products
Digital Storage
Works
Digium

Directions Training
Distribution
Management, Inc.
Diviad Network
Solutions
Dixon Ticonderoga
DJI
D-Link
Docker
DocsCorp
Dolby
Double Take/Vision
Solutions
Doublesight Displays
Draper
Drobo
Dropbox
Druva
DTEN
DT Research
Duracell
DustShield Computer
Enclosures
DyKnow
DYMO
Dyntek

E

E2Campus
Eaton
Ebry IT
Edge-Core
EDGE Tech Corp
Edgewave
EDP
Educational
Collaborators
Edu Tek Limited
Egain
Egnyte
EIZO Nanao

WE GET OPTIONS OPEN UP OPPORTUNITIES.

Ekahau
Elastic
Electro-Voice
Elite Screens
Elmers Products
ELMO Projectors
Elo Touch Solutions
Embarcadero
Technologies
emFAST
Emobilepos
Emulex
Endrun Technologies
Energizer
Enfocus
EnGenius
Enovate Medical
ENS
Enterprise Solutions
Enterprise Wide
Solutions
ENTIT
Entrust
Envoy Data
ePadLink
EPOS Sennheiser
Epson
Equinox
eReplacements
Ergotron
Erico
Ericom
ERwin
Eset
Esker
Esolytics, LLC
ESPO Technologies
Esterline
eVault
Evermap
EVGA
Exablaze
ExaGrid
ExchangeTek

Exinda
Explain Everything
Express Metrix
Extensis
Exterity
Extreme Networks
ExtraHop

F

F5 Networks
Facebook
FalconStor
Fargo
Fargo Electronics
Faronics
FatPipe Networks
Fax Back
Fellowes
FileBound
FileMaker
Final Draft
Finisar
FireEye
FireKing
Firemon
Fishbowl
FitBit
Fix Consulting
FlashForge
Flexera Software
Flippad
Flir
Fluke Industrial
Fluke Networks
FlyPro
Forcepoint
ForeScout
Fortinet
Fortres Grand
Fortress Technology
FOXIT
Fresh Technology
Fried Technologies

FrontRange
Front Row
Fujifilm
Fujitsu

G

GAI-Tronics
Gamber-Johnson
GammaTech
Garmin
GCX Mounting
Solutions
Gefen
Gemalto
General Dynamics
Itronix
Genetec
Genovation
Getac
GFI Software
GIGABYTE
GIGAMON
Global Knowledge
Globalscape
GlobaNet Consulting
Services
Goal Zero
GoGuardian
Good Technology
Google
GoPro
GoProfessional Case
GrandStream
GrandTec USA
Granicus
Great Lakes Case
Greenlee
Griffin Technology
GripCase
Grip Gear
GroundControl Cloud
Gumdrop Cases
G-Vision
Gyratation

H

H&L Electric
Halvision
Halo
Hamilton-Buhl
Hammermill
Handholder
Products
Hanwah
Hapara
Haskell
Hauppauge
Havis
Hawking Technology
Hayes
Microcomputer
Products
Hayes Software
Systems
Heckler Design
Helios Software
Henge Docks
Hewlett Packard
Enterprise
HGST
HID Global
Corporation
Higher Ground
HighFive
Technologies, Inc.
HighPoint
Technologies
HikVision
Hiperwall
HiSense
Hitachi Projectors
Hitachi Vantara
HIT Solutions
Homaco
Homido
HON

Honeywell Scanning
& Mobility
HP Enterprise
HP Inc.
Horizon
Hovercam
HTC
Hubbell
Huddly
Human Concepts
Humanscale
HyperSign

I

IBM
iBoss
iBUYPOWER
ICC Products
iDaptive
i-Data
Ideal Industrial Tool
Idealstor
Idera Software
IDM Computer
Solutions
ID Technology
Igel Technology
iKey
ImageWare Systems
iManage
Imation
IMC Networks
IMMIC Professional
Services
Impact Business
Group
Impero Software
Imperva
Impinj
Imprivata
InBit
Industrial Rack

Industry Weapon	ipConfigure	Keste	LG Electronics	Master Manufacturing
Infinite Peripherals	Ipswitch	Key Ovation	LG Ericsson	Matrox Video
Infoblox	IP Vision	Keyscan	Lifeboat Distribution	MatterHackers
InfoCase Notebook Cases	iQ Netsolutions	Key Tronic	Lifesize	Maureen Data Systems
InFocus	IRIS Software	Kidasa Software	Lightspeed Systems	Maxell
InfoLock Technologies	ISICAD	Kidzgear	Lind Electronics	Max Interactive
Informa Software	ISI ResearchSoft	Kinesis	Linked Senior	Mayline Group
Informatica	ISI Telemanagement	Kingston Technology	Linksys	McAfee
Infortrend	IT Missions	Kinney Group	Liquid PC Services	MEAD
Infotel	ITS Partners	KnowBe4	LiquidWare Labs	Media Four
Infragistics	Ivanti	Kodak	Lite-On	Meet Me in the Cloud
Ingenico Group	IVCI, LLC	Kofax	Little Bits	Mellanox
Ingram Micro Services	Ixia	Konexx	LiveAction	Memorex
InMotion	J	Konica Minolta	LiveScribe	Meridian
Innovation First	Jabra	Kony	LivWell	Metalogix
Innovative Office	JACO	Kore Technologies	LocknCharge	Metro Datavac
Innovera	JAMF Software	Koss Corporation	LoftWare	Metrowerks Software
Inova	Jar Systems	Kramer Electronics	Logical Maintenance Solutions	Microboards
Inseego	Jaton	Krone	Logic Controls	MicroEdge
Inserv360	JBL	Kroy	Logicube	Micro Focus
Insight Global	JELCO	KSI	LogicMonitor	Micro Innovations
Insperty	JELCO	Kyocera	Logitech	MicroMat
Inspiration Software	Jensen Tool	L	LogicWing	MicroNet Associates
Inspur	JetBrains	L.I. Computer Networks	Lookout	Micron
Installs	Joan	LaCie	LSI Logic	Microsoft
In Process Consulting	Johnson Controls, Inc.	Lakeside Software	Lucid Software	Middle Atlantic
Intechra	Jolly Green Giant	Lakeside Software	Lumension	Milestone
Intego	Jo-Ro Manufacturing Company	Lanier Electronics Group	Lumins Integration	Miltope
Integration Technologies Group	Juniper Networks	Lantronix	M	Mimecast
Integrity Networks	Just Communications	Laplank	M&B Machine	Mimo
Intel	Just Lamps	Lava Computers Manufacturing	M3T Network	Mindjet
Intelligent Computer Solutions	JVC	Layer27	MacProfessionals	Minitab Software
Interactive Solutions	K	LEAD Technologies	Macally	Minuteman Power Technologies
Interstate Technology Systems	Kajeet, Inc.	LeapFrog	Makerbot	Mission Critical Wireless
Intuit	Kanguru Solutions	Learning Consultants	Maclocks	Mitel
Intuitive Technology Partners	Kano PC	Ledgeview Partners	MagTek	MJP Technologies
Inviso Corporation	Kantek, Inc.	Lee Products	MakerBot	MMF IndustriesMobile Edge
I-O Corporation	Kaspersky Lab	LeGrand	Malwarebytes	Mobi
I/OMagic	KBS Computer Services	Lenovo	Man & Machine	Mobi Wireless Services
IOGEAR	Keeper Security	Let's Think Wireless	Managed Networks	Mobile Heartbeat
ioSafe	Kemp Technologies	Leviton	Markzware	Mobile Installation Technology
	Kendall Howard	LexiCon	Marshall Electronics	MobileIron
	Kenneth Cole	LexisNexis	Martin Yale	Mobotix
	Kensington	Lexmark	Marvel File Cabinets	
			Mason Technologies	

Mojo Networks
Molex
Monarch
Mongodb
Monster Cable
Morgen Industries, Inc.
Morpheus Data
Motion Computing
M-S Cash Drawers
MSI Computers
MultiMetal Products
Multi-Tek, LLC
MultiTech Systems
Muratec
Mushkin
Musical Health
Technologies
Mutare
Muxlab
Myricom

N

N4mative
Nasuni
National Gift Card
National Service
Center
Navori
NComputing
NCR
NDS Surgical Imaging
NEC
Nero
Net3 Systems
NetAlly
NetApp
NetBrain
NetCom Learning Inc
NETGEAR
Netig
Net It On
NetMotion
Netop
NETQ Multimedia
Company
NetScout
NetSkope
NetSupport

Netsurion
Network Automation
Network Consulting
Services
Network Design, Inc.
Network Instruments
Network Technologies
NetX
Neverware
NewBeg
Newell Rubbermaid
New Horizons Learning
Newline Interactive
New Partner Exception
Purchase
NewTek
NexGen Storage
NexiCore Services
Nexsan
Nextivity
Nexus On Demand

Nicewear
Nimble Storage
Nintendo
Nomadix
No Overhead
Computing
NovaStor
Novell
NTP Software
Nuance
Numonics
Corporation
Nutanix
Nvidia
NZXT

O

Objective Interface
Systems
OGIO International
OKI
OKTA
Olympus America
Omnitron Systems
Omtool
One Identity
OneLogin

On Hold
O'Neil
ONSSI
OnTrack Software
OpenGear
Open Systems
Technologies
OpenText
Opticon
Optoma
Oracle
Ortronics
Osprey Video
Other World Comp
OtterBox
Outsourcing Unlimited
Overland Tandberg
Owl Labs
Oxford

P

Paessler
Paladin Software
Palo Alto Networks
Panamax
Panasonic
Panda Software
Panduit
Panini
Panorama Antennas
Papercut
Papermate Writing
Utensils
Paradyne
Paragone Furniture
Paragon Software
Parallels
Park Place
Technologies
PartnerTech
PatientSafe
Patton Electronics
Pax Technology
PC America
PCW Client Products
PDI
Pearson
Peek

Peerless-AV
Pelican Products
PendaFlex
Pentel
Perficient
Perle Systems
Pervasive Software
Pexip
PGP
Pharos
Philips
Pi Engineering
Pierson Consulting Co
Pilot
Ping HD
Pioneer
Pioneer New Media
Technologies
Piper
Pivot3
PKWare
Planar
Plasmon Storage
Technologies
Plenom
Plug-In Storage
Systems
Plum Laboratories
Plustek
PM2 Net
PMSQUARE
PNY Technologies
Poly
PolyVision
Posiflex
Pos-X
Powergistics
PowerdSine
Power-Sonic
PowerTech Antennas
Pragmatic Works
Consulting
Precise Biometrics
Premier Mounts
Presidio Networked
Solutions
Primera
Printek

PrinterLogic
Printronix
PrismPointe
Technologies
ProClip
Pro Computing
Services
ProCurri
Productive AV
Progressive
Electronics
Proline
ProLogic ITS
ProMark Technology
Promethean
PROMISE Technology
Proofpoint
ProTek IT
Proton Data
Provance
Proxim Wireless
Proxy Networks
PSC
Psiber Data Systems
PSM Partners
PTS Data Center
Solutions
PTZOptics
Pulse Secure
Puppet
Pure Storage
Purple

Q

Qlik
QLogic
QNAP
Qomo
Quality and Assurance
Tec
Qualys
Quantum
Quark Software
Quartet
Quest Software
Quetel
Quintim
Quite Imposing License

R

Rad Direct	Sagem-Interstar	SKB Industrial	Stage Front Lighting &	TechSmith
Radiant Network	SailPoint	Skykit	Theatrics	Technology Integration
Radware	Salamander Designs	Skyline Advanced	Star Micronics	Group
Rain Design	Salesforce.com	Tech Services	StarTech.com	Technology Services
Ram Mounts	Samsara	Sling Media	StarWind	Corp
Raritan	Samsonite	Sliver Peak Cloud	Steel Cloud	Technology Solutions
Raxco Software	Samsung	Services	SteelEye Technology	Group
RazBeri	Sancastle	SmartDraw	SteelRay Software	TEC Printers
Razer	Technologies	SmartSource	Stefanini	TEK Systems
RCA	Sanyo	SMART Technologies	StorageCraft	Teklynx
Read Right	SAP America	SMK-Link Electronics	Storix	Tektivity
Readydock	Sapphire Technology	SMS Systems	Strategic SAAS	Telestream
Real VNC	SAS Software	Maintenance SVCS	StratoDesk	Telex
Recertified by Planitroi	SATO	Snow Software	Studio Network	Tempus Nova
RedBeam	Savin	Socket Mobile	Solutions	Tenable
Red Gate	Scala	Sofbang	Sunbelt Software	Tequipment
Red Hat	Scale Computing	SoftDesk	Sunbrite	Terrawave
RedSky	ScienceLogic	Software Shelf	Supermicro	TESSCO
Reliable-IT	SCM Microsystem	SolarFlare	SUSE	Texas Instruments
Rennerbrown Staffing	Scooter Software	Solar Winds	Swivl	TextHelp
RES Software	SDI Technologies	SonicWALL	Symantec	TG3 Electronics
Respawn	Security Scorecard	Sonnet Technologies	Synchrotech	Thales
Retail Service Parts	Securly	Sony	Syncplicity	The Joy Factory
Retrak	Segovia	Sophisticated Systems	Syncsort	Thermaltake
Retrospect	Seiko Instruments	Sophos	Synergy Software	Technology
RF Ideas	Seneca Data	Sorna	Synnefo Technology	Thermamark
Ricoh Corporation	Sennheiser	Soter Technologies	Solutions	ThinkWrite
RIM	Sensaphone	SOTI	Synnex Services	ThinPrint
Rimage	Sentinel Technologies	SoundTrap	Synology	Threat Track
RingCentral	SentrySafe	SourceCode-K2	SysDig	Thycotic Software
Rittal	ServerLift	Source Imaging	Systat Software	TIBCO Software
Riverbed	Service Express	Products	System76	Tiffany Industries
Robert Bosch Tools	SGI	Source Technologies	Systemax	Tiffen
Robert Half	Sharp	Southwest Networks	Systran	TigerText
International	Shavlik	Spanning Cloud	T	Tightrope
Rockey and Associates	ShoreTel	Specialty Products	Tableau	Tintri
Rose Electronics	Shure	of Virginia	Tagit	T-Mobile
RSA Security	Shuttle Computers	Speck Products	TAIYO YUDEN	TomTom
Rubrik	Siecor	Spectra Logic	Tally Printers	ToolFarm
Ruckus Wireless	Siemon	Spectralink	Tangent Computer	Topaz Systems
S	Sierra Wireless	Spectrum Industries	Target Network	Toshiba
Safari Montage	Signagelive	Splunk	Integration	Total Micro
Safco	SIIG	Sport View	Targus	Technologies
SafeWare	Silex Technology	Televisionorate	Taurus Technologies	TouchSystems
Sage Software	Silver Peak	Sprint	TEAC	TP-Link
	SimpleTech	SPSS Software	TechData	Transcend
	Simply NUC	Spyrus		Transition Networks
	Singlewire	SSH		

Traversa Solutions
Trekstor

Trellix
Trend Micro
TrendWare
International

Trestel
Trident
Tripp Lite
Triumph Board
Troy Systems

Trust
Trustwave
TSC Taiwan
Semiconductor Co.
Tumbleweed

Turbonomic
Turtle
Twistlock
TYAN

U

Ubiquiti
Ultrabac
Ultra Electronics
Uniden
Unimax
Unistar Sparco
Computers
Unitech
United Radio DBA
Bluestar
Unitrends
Universal
Universal Management
Solutions
Unknown
Upstream Networks
Uptivity
Urban Armor Gear
USP
USRobotics
UV Angel

V

V3 Gate
V5 Systems
Valcom
VanDyke Software
VantagePoint
Vantec
Varonis
VARIDESK
VARIZOOM
VBrick
VEC Electronics
Vector, USA
Veeam
VEHO
Velaspan
Ventev
Veracity
Veramark
Verbatim
Verifone
Verint
Veritas
Verizon
Verkada
Vertiflex
VERTIV
Video Labs
Videolarm
Vidyo
ViewSonic
Viking
Vircom
Virtual Ink
Virtual Systems
Solutions
Virtual Tech Gurus
Vioneer
Vision Solutions
(Syncsort)
VisionTek
Vitel Solutions
Vivitek

Vivonet
Viziflex
Vizio
Vormetric
VMware
V-Tech
Communications
Vuzix Corporation
VXL Instruments
Vytopia

W

Wachter Network
Services
Wacom
Walt Disney Computer
Software
Wasp Barcode
WatchGuard
Waterfield
Technologies
Wave
Wavelink
Webroot
Webtrends
Weightronix NIC
Wenger North America
WestCon Cables
Western Digital
WeVideo
Wheel Lock
Whoosh
WiebeTech
Wiley Publishing
Wilson Electronics
Wincomm
Withings
Wolfram
Workshare
Wowza
WSM International
Wynndalco Enterprises

X

Xante
Xerox
XFX
Xogo
Xteoma
Xtreme Accessories
XYZ

Y

Yamaha
YeaLink
YPDF
Yuneec

Z

Zagg
Zcover
ZDI
ZEBEX
Zebra Technologies
ZeeVee
Zerto
Zimbra
Zimperium
ZixCorp
Zoom
Videoconferencing
ZOTAC
Zscaler
ZyXEL USA

Tab 4 – Qualification and Experience

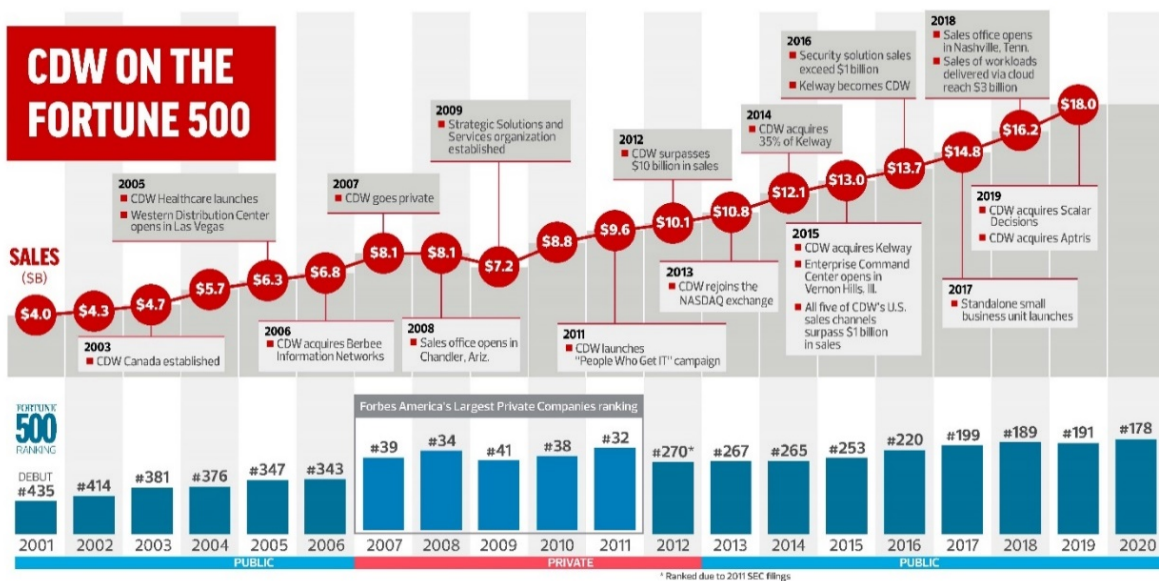
i. Provide a brief history of the Offeror, including year it was established and corporate office location.

CDW Government LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education. A Fortune 500 company with multi-national capabilities, CDW was founded in 1984 and employs more than 10,000 coworkers. We have an expansive network of offices near major cities and a large team of field coworkers across the United States.

CDW QUICK FACTS

- **Headquarters:** Vernon Hills, IL
- **2019 Annual Net Sales:** \$18.0B
- **# of Coworkers:** ~10,100
- **# of U.S. Sales Offices:** 26
- **# of Customers:** 250,000+
- **Fortune 500 Rank (2020):** 178

CDW debuted on the Fortune 500 in 2001, at No. 435. CDW's rise in the rankings highlights its sustainable, profitable growth over the years, from \$4 billion in sales in 2001 to over \$18 billion in 2019. CDW now ranks at number 178 on the FORTUNE 500 list for 2020. CDW ranks at No. 5 on CRN's 2020 Solution Provider 500 list.



ii. Describe Offeror's reputation in the marketplace.

CDW goes to market with a series of sustainable competitive advantages developed during 35+ years of delivering technology to customers. Each is powerful on its own, but the combination of these interconnected advantages makes it hard for others to replicate CDW's success.

CDW•G's success has been driven by the interconnection of unique competitive advantages: our scale and scope, performance-driven culture, highly skilled sales and services capabilities, robust distribution facilities, and established international presence.

The more technology changes, the greater the opportunity for CDW•G to deliver value to its customers and vendor partners. CDW•G continually evolves to take advantage of the accelerating changes in IT. CDW•G has successfully transformed from primarily a technology products seller to an integrated technology solutions provider, ensuring it can continue to help customers navigate an increasingly complex IT market.

Our current competition includes:

- Resellers, such as Computacenter, Connection, ePlus, Insight Enterprises, NTT, Presidio, SCC, Softchoice, World Wide Technology and many smaller resellers;
- Manufacturers who sell directly to customers, such as Adobe, Apple, Dell EMC, HP Inc. and Hewlett Packard Enterprise;
- Large service providers and system integrators, such as Accenture, Dell EMC, Hewlett Packard Enterprise and IBM;
- Communications service providers, such as AT&T, CenturyLink and Verizon;
- Cloud providers, such as Amazon Web Services, Google and Microsoft;
- E-tailers, such as Amazon and Newegg; and
- Retailers (including their e-commerce activities), such as Office Depot and Staples.

We believe we are well positioned to compete within this marketplace due to our competitive advantages. We expect the competitive landscape to continue to evolve as new technologies are developed. While innovation can help our business as it creates new offerings for us to sell, it can also disrupt our business model and create new and stronger competitors.

We believe we have sustainable competitive advantages that differentiate us in the marketplace. We have built a strong sales organization and deep services and solutions capabilities over time and expect to continue to invest to enhance these capabilities, which we believe when combined with our competitive advantages of scale and a performance driven culture, will help drive sustainable, profitable growth for us today and in the future. Our scale enables us to have a national and international footprint, as well as invest in resources to meet specific customer end-market needs. Our sellers are organized around unique customer end markets that are both vertically and geographically focused. Our scale enables our ability to invest in technical coworkers who work directly with our sellers to help customers implement increasingly complex IT solutions. Our scale also enables us to operate our three distribution centers (two in the US and one in the UK), which combined are more than 1 million square feet in size. We have cross-border relationships that enable us to serve the needs of our US, UK and Canadian-based customers in more than 150 countries. Our strong, execution-oriented culture is underpinned by our compensation system.

Our hardware products include notebooks/mobile devices (including tablets), network communications, desktop computers, video monitors, enterprise and data storage, and other hardware. Our software products include application suites, security, virtualization, operating systems and network management. Our services include warranties, managed services, consulting design and implementation. IT is critical to both "run the business" and drive greater growth and productivity.

To help our customers accomplish this, we have built a robust portfolio of solutions across data center, digital workspace, security, virtualization and services that we provide in physical, virtual, or cloud-based environments.

We provide public cloud solutions, which reside off customer premises on a public (shared) infrastructure, and private cloud solutions, which reside on customer premises. We also offer

hybrid cloud solutions that deliver the benefits of both public and private solutions. Our migration, integration and managed services offerings help our customers simplify cloud adoption, as well as the ongoing management of cloud solutions, across the entire IT lifecycle. Dedicated Cloud Client Executives work with our customers to architect cloud solutions meeting their organizational, technology and financial objectives.

We offer a broad portfolio of integrated solutions that include the following on and off-premise capabilities:

- **Data Center:** We assess our customers application infrastructure need, design flexible, resilient and efficient solutions and manage the solution throughout its lifecycle. Our broad portfolio of hardware and software products, encompassing both on and off-premise solutions, enables us to provide well-integrated solutions, including converged and hyperconverged infrastructure, physical and virtualized servers, software defined automation and orchestration solutions, hybrid storage and energy-efficient power and cooling.
- **Digital Workspace:** We build end-to-end solutions that deliver access to applications that improve our customers' productivity regardless of device or location. We connect our customers' physical devices, including laptops, desktops, IP Phones, mobile devices and print systems. We utilize collaboration solutions to unite applications via the integration of products that facilitate the use of multiple enterprise communication methods including email, persistent chat, social media, voice and video. We also host cloud-based collaboration solutions. Our solutions provide the tools that allow our customers' employees to share knowledge, ideas and information among each other and with clients and partners effectively, securely and quickly.
- **Security:** We assess our customers' security needs and provide them with risk mitigation tools and services. Product design, architecture and implementation can take the form of hardware, software or Software as a Service. These tools and services are provided across a multitude of categories such as: endpoint security, email security, web security, intrusion prevention, authentication, firewall, virtual private network services and network access control. Security consulting engagements include security assessment, policy and procedure gap analysis, security roadmaps and health checks.
- **Virtualization:** We design and implement server, storage and desktop virtualization solutions. Virtualization enables our customers to efficiently utilize hardware resources by running multiple, independent, virtual operating systems on a single computer and multiple virtual servers simultaneously on a single server. Virtualization also can separate a desktop environment and associated application software from the hardware device that is used to access it and provides employees with remote desktop access. Our specialists assist customers with the steps of implementing virtualization solutions, including evaluating network environments, deploying shared storage options and licensing platform software.
- **Services:** We advise, architect and manage integrated business technology for our customers. Our solutions include integrated cloud, collaboration, data center, mobility and security business technology, from the physical to the application layer. We provide advisory, architectural and managed services across basic, discrete and integrated business technology solutions. We leverage best-in-class partner technology platforms to seamlessly architect and manage disparate IT platforms into integrated business technology solutions.

CDW•G's solutions include design, implementation and ongoing management and support. Continuous transformation, which includes the addition of field sellers, technology specialists

and advanced services engineers and extensive services capabilities, means that CDW is uniquely positioned to capitalize on the key technology drivers of today and tomorrow.

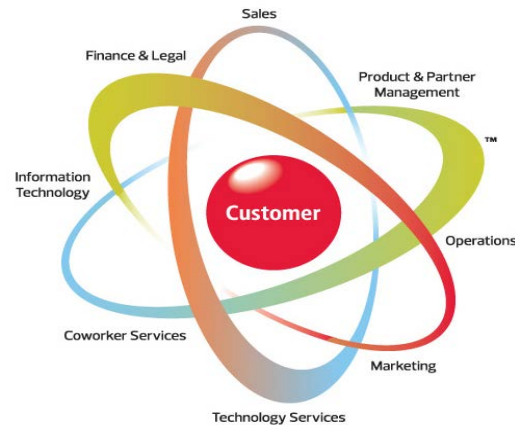
iii. Describe Offeror's reputation of products and services in the marketplace.

Total Solutions

CDW offers a full range of products and services that enable your organization to develop the best total solution to meet your specific needs while attaining the most value for your organization. CDW provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive

Customer-Focused Philosophy

CDW continues to maintain the strong customer focus that has been the key to our success. We adhere to a core philosophy known as the CDW Circle of Service, which means that everything we do revolves around you – the customer. It drives us to provide outstanding customer service and the best value. Our objective is to have Region 4 ESC view us as a valuable extension of your IT staff. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our Market Research Team works with a third-party research firm to measure customer loyalty and satisfaction through customer surveys.



CDW Circle of Service

Strengths, Best Practices, and Value

By aligning with CDW, your organization can take advantage of our strengths, best practices, and value-added services. Highlights include:

- Experienced account team supports your day-to-day IT needs and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- Strong partnerships with vendors enable us to provide technology roadmaps, quick responses to questions, and competitive pricing.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.
- Two large ISO 9001 certified distribution centers, efficient inventory management capabilities, and distribution channel partnerships result in quick product turnaround.
- Highly trained and experienced technicians provide pre-shipment configuration services and quality assurance checks to maximize productivity.
- Flexible logistical capabilities accommodate standard or urgent delivery.
- Our breadth and depth of capabilities enables us to deliver a streamlined and cost-effective total solution from planning to ongoing management.
- CDW's business model provides local and nationwide support.
- Our financial strength and leadership will enable us to continue supporting Region 4 ESC with leading-edge technology solutions.

Large Onsite Inventories

CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on

distributing products to customers east of the Mississippi River while the Las Vegas (LV) distribution center primarily serves the western part of the United States.

CDW holds [REDACTED] of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.



450,000-square-foot distribution center in IL



513,000-square-foot distribution center in NV

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

CDW Configuration Services Overview

IT teams face constant pressure to increase productivity while keeping costs low. That's why CDW is with you every step of the way, from assessing your environment and long-term objectives to designing and implementing a custom solution to meet your needs. We offer a wide variety of configuration services to make IT implementations easier and help you meet the demands of your business, including project management oversight — a vital service for large deployments.

Hardware Configuration

CDW's highly trained and certified technicians can configure your hardware before it ships. There's no downtime, wasted resources or need to hire outside consultants. We'll help you save time and money with the configuration solution that meets your needs, including:

- **End-user hardware installations**, including desktops, laptops and printers
- **Pre-shipment configuration** for server and storage equipment
- **Remote configuration** for networking and storage equipment

Software Configuration Management and Computer Imaging

We can configure your operating system, custom BIOS and/or software settings to any piece of equipment before shipment. By letting us handle repetitive software configurations before your order ships, you'll save time with new system rollouts. We offer:

- **Computer imaging services:** We can preload your custom images onto systems before they ship.
- **VPN configuration services:** With a static IP address and proprietary VPN connection, you can update images on the fly.
- **iOS and Android configuration:** We'll customize your iPad or Android deployments by loading apps, settings or customized content.

Custom Turnkey Solutions

We'll ensure your new technology is ready to go when it arrives to help you save time and money. You can feel confident that your new technology is properly customized, integrated, tested and ready to deploy "out of the box" as soon as it's delivered.

We can help with:

- **Joining client systems** to your domain over VPN
- **Custom BIOS** and firmware upgrades
- **Data capture** for pre-staging on your network
- **Custom inserts** with clear instructions for users



IT Asset Management

Keeping track of your IT infrastructure can be difficult, but our customized asset tagging makes it simple. We can label every piece of hardware with a unique asset number, which can be easily tracked online in your Account Center. This not only standardizes your physical inventory, but also enhances tracking capabilities, along with reducing the possibility of theft or loss.



We offer:

- **Custom asset tagging** based on your current system or one we help you devise
- **Enhanced barcode tracking** for easy inventory management
- **Custom engraving and laser etching** for laptops, tablets and more

Custom Packaging and Simplified Distribution

With our custom packaging and distribution services, you can eliminate the clutter of extra boxes and receive your new IT equipment packaged, labeled and consolidated for ease of delivery at your dock. We can simplify delivery with:

- **Palletization:** Allows you to receive your entire order in one shipment
- **Kitting:** We'll bundle your items together and ship kitted boxes to multiple destinations
- **Labeling:** We'll label packages with vital information for easy routing and tracking



Remote Configuration Services

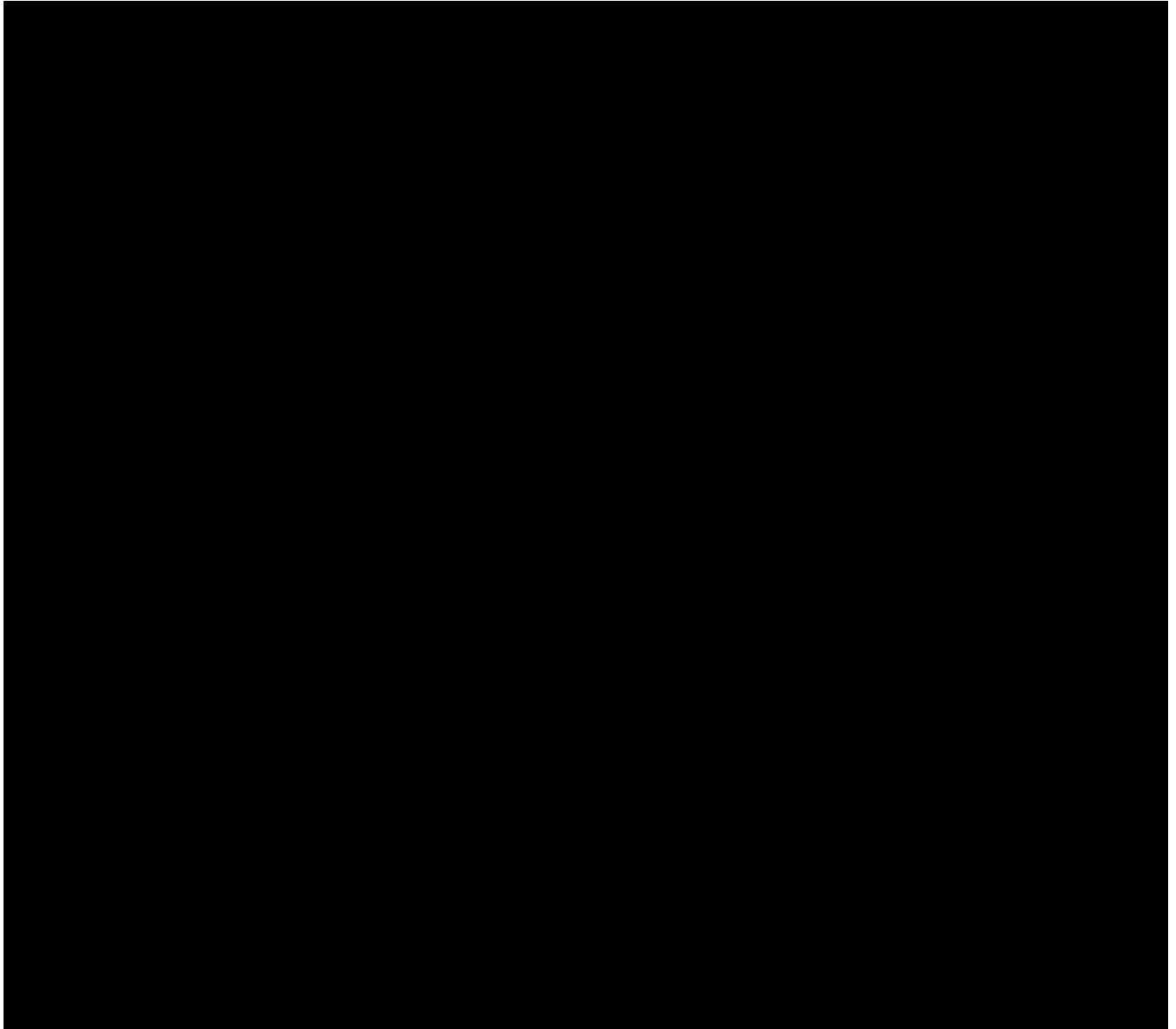
CDW's highly skilled and certified engineers can remotely deploy multivendor firewall, router and switch configurations. We'll configure this hardware from one of our two state-of-the-art Configuration Centers before shipment and complete final settings and hardening after delivery via a secure connection.



Services include customized installations for:

- **HP, Cisco, Dell and Aruba** switches
- **Cisco** wireless LAN controllers
- **Cisco IronPort** web and email security
- **Cisco ASA** with FirePOWER® and F5 BIG-IP® LTM configurations
- **Citrix XenApp®**, **Xen Desktop®** and **NetScaler® Gateway™** solutions
- **FortiGate, SonicWall and Palo Alto** appliances

iv. Describe the experience and qualification of key employees.



v. Describe Offeror's experience working with the government sector.

CDW•G is the wholly owned subsidiary of CDW LLC that focuses on the public sector, including federal, state, and local government agencies, educational institutions, and healthcare facilities. With over 200 government and education contracts, we are the nation's largest direct response provider of multi-brand technology products and services.

vi. Describe in detail what level of assistance will be provided to a Participating Agency to secure e-rate funding. Identify how much effort will be required in obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the e-rate program.

We focus on building strong relationships with our public sector customers by leveraging our knowledgeable account managers and technical specialists to provide extensive pre- and post-award support. Our experts lead the industry in public-sector customer service and product knowledge, directly benefitting the officers, administrators, and staff of our public safety customers.

Based upon both exponential growth within the Public Sector market and accolades from our OEM partners, CDW•G has continued our investments into resources to support our customers nationwide. Those resources include our Business Development team, which consists of former educators and classroom technology specialists whose primary focus is helping our customers implement solutions attuned to the needs of IT, leadership, and curriculum. These solutions are created with realistic budget constraints in mind, often in conjunction with E-Rate funding initiatives, led by Learning Environment Advisors (LEAs) advising on the top issues in the changing 21st century classroom environment.

Credentials and Certifications

CDW•G holds several ISO certifications, including 9001:2008. Our 9001:2008 certificate of registration covers a scope of sales, configuration, repair, and support of computer and related technology. Our 14001:2004 certificate of registration includes environmental activities related to

product/service management, inventory control, shipping, customer service, returns management, and receiving computers and related technologies (excluding the office, cafeterias, and lessee areas).

A Powerful E-Rate Partner

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over [REDACTED] in total equipment delivered to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we have never lost funding for a school, as substantiated by countless audits. Our **dedicated E-Rate invoice team** ensures expert handling of both BEAR and SPI E-Rate invoicing.

E-Rate Program Management

David White, Program Manager, and **Amy Passow**, E-Rate Specialist, offer public sector entities their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. Mr. White prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete.

Ms. Passow ensures CDW•G is working with E-Rate applicants in compliance with rules and regulations throughout the process. She advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Ms. Passow assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

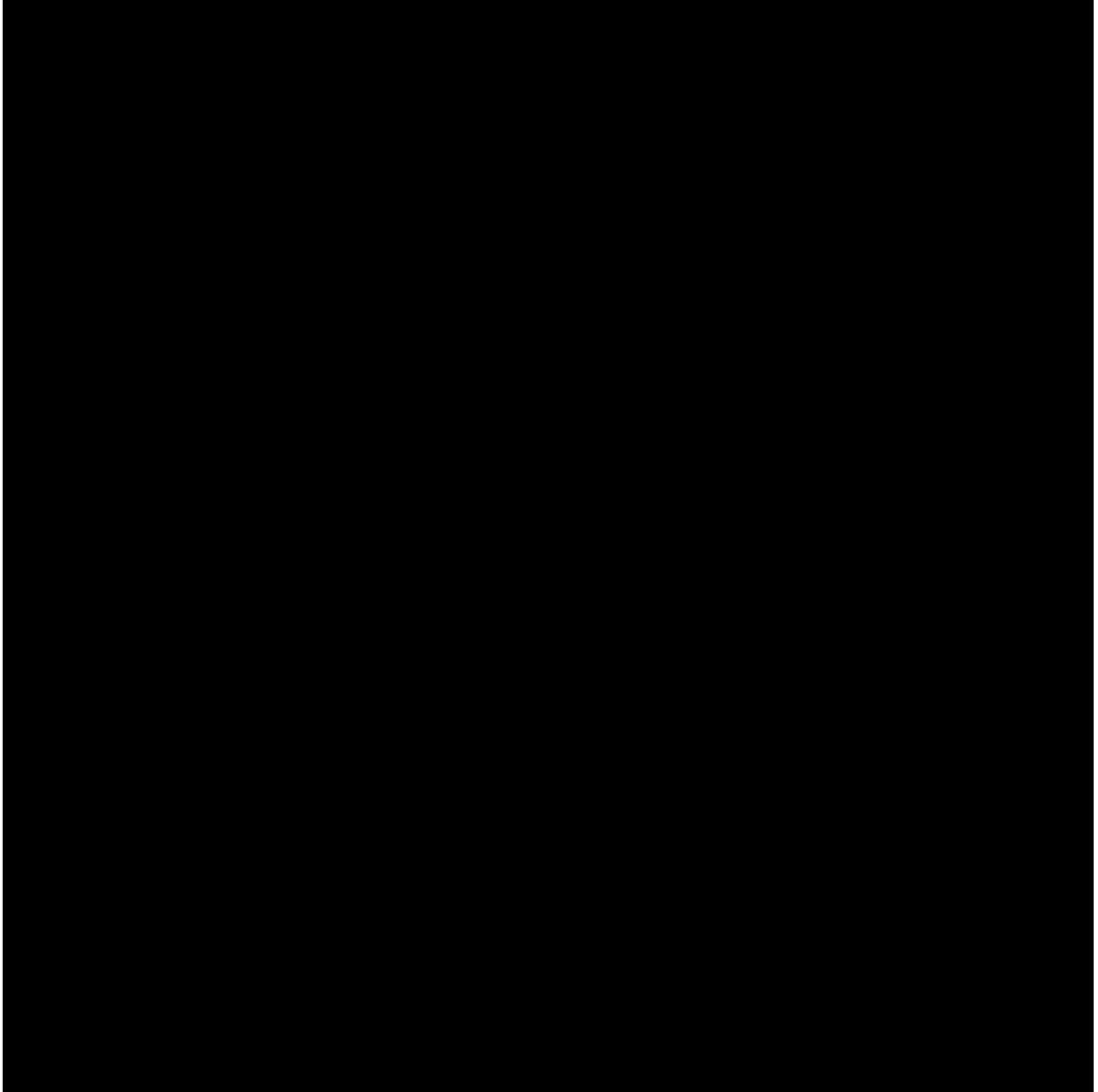
vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

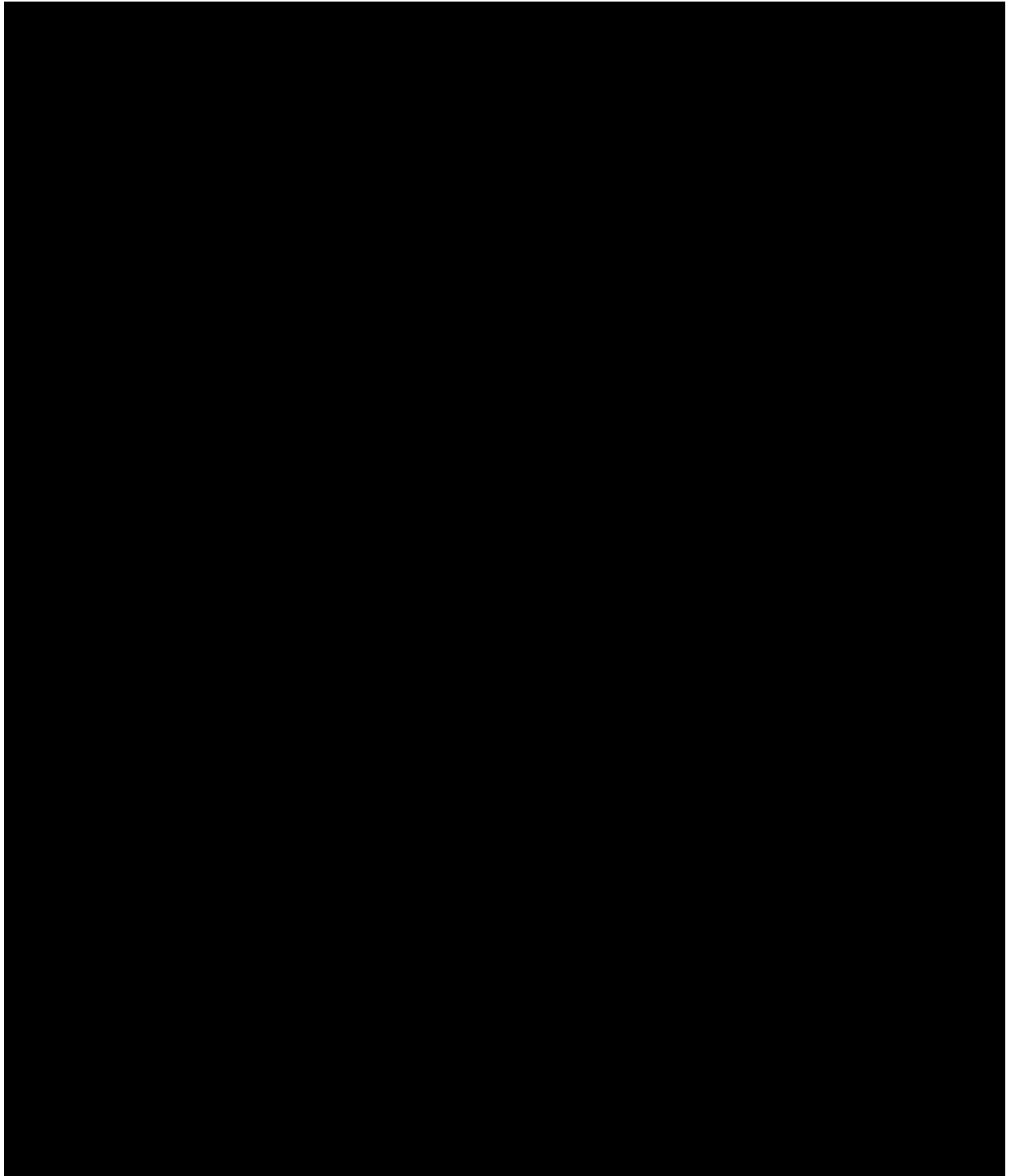
As of the date of submission, and to CDW•G's knowledge and belief, CDW•G is not currently involved in any litigation involving customers, competitors, or employees which, if adversely adjudicated, would have a material adverse impact on CDW•G's ability to perform its obligations under an awarded contract.

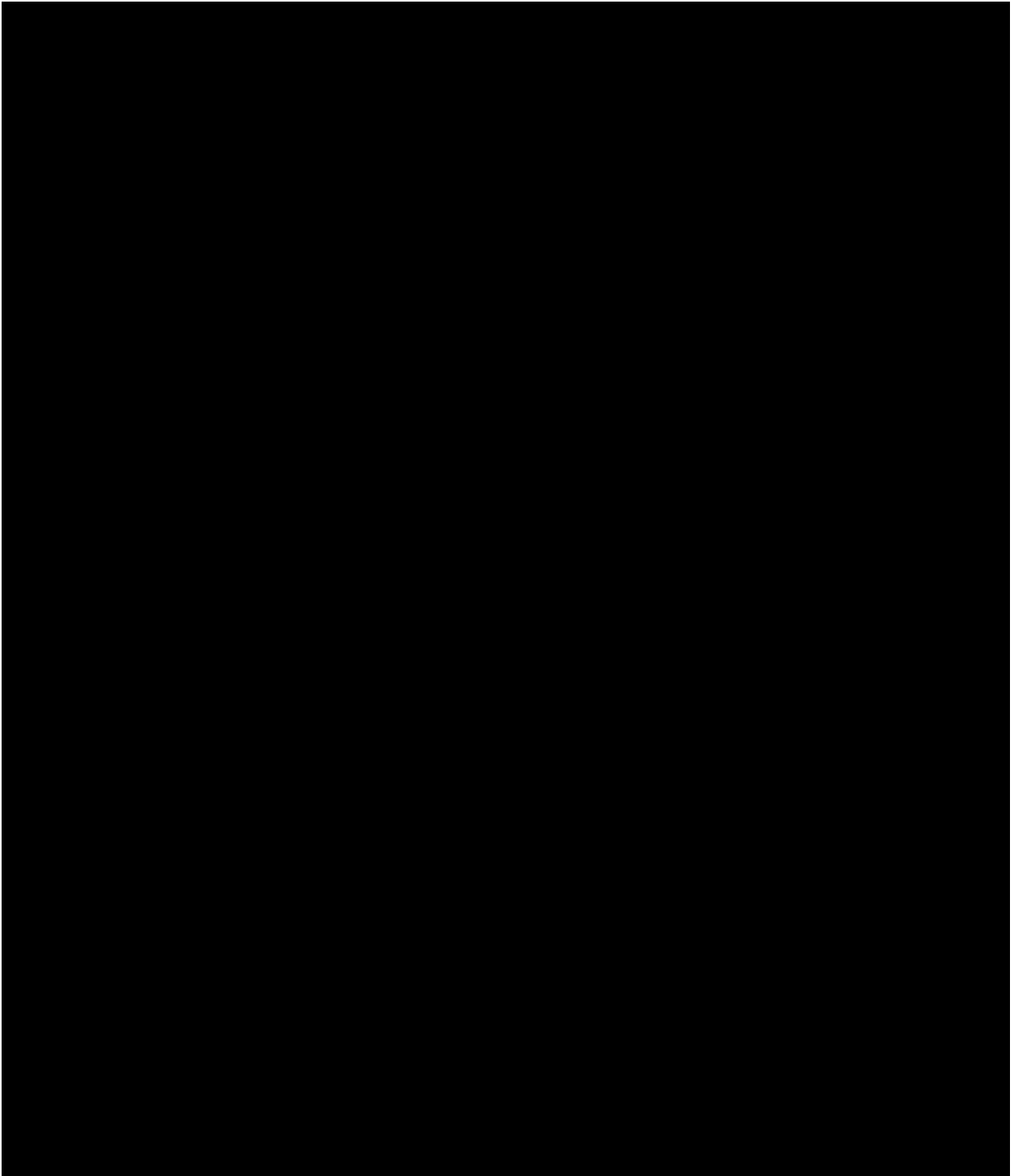
As of the date of submission, and to the best of our knowledge and belief, CDW•G has not filed a petition for bankruptcy or reorganization due to financial hardship.

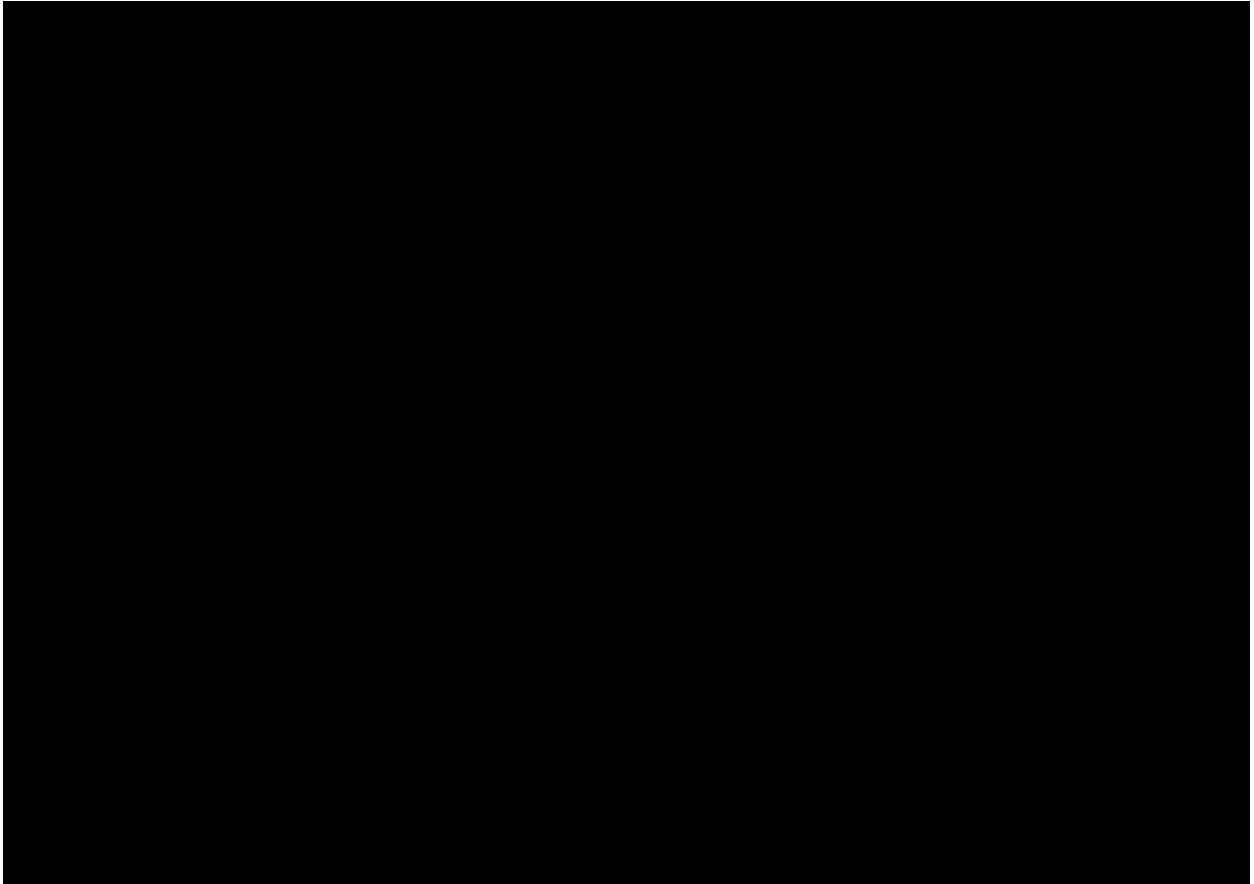
References

viii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.









ix. Provide any additional information relevant to this section.

Tab 5 – Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

As demonstrated by this response to Region 4 ESC's Technology Solutions, Products and Services RFP, CDW•G is fully capable of completing and managing the Scope of Work in this new contract. We are confident in this because we have been successfully managing the Region 4 ESC contract (R160201) for the last 5 years. By awarding CDW•G this new contract, Region 4 ESC will have a seamless, no interruption transition from the current contract. The team currently in place will remain in place to serve Region 4 ESC, which means our team is already familiar and accustomed to working with of Region 4 ESC. CDW•G also held the National IPA contract before it became OMNIA, giving our teams more foundation and experience.

In addition to the current Technology Solutions, Products and Services contract, CDW•G currently holds and manages a total cloud solutions contract (R0107100) for Region 4 ESC

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy
Appendix C, Doc #1
- b. Antitrust Certification Statement (Appendix C, Doc #2)
- c. Implementation of House Bill 1295 Certificate of Interested Parties (Appendix C, Doc #3)
- d. Texas government Code 2270 Verification Form (Appendix C, Doc #4)
- e. Any additional agreements Offeror will require Participating Agencies to sign

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

01/15/2021

Date

David C. Hutchins

Authorized Signature & Title

CDW-G Statement of Confidentiality

The information contained within CDW-G's proposal is protected commercial and financial information belonging to CDW-G and the release of such information would harm CDW-G's proprietary interests. CDW has spent the last 30+ years refining its customer pricing, customer base, customer development and partner relationships. The internal development of information and strategy is at the heart of what makes CDW-G competitive with its customers. To reveal this information to CDW-G's competitors would cause CDW-G irreparable and substantial competitive harm.

Notwithstanding ESC Region 4's expectation that price would not be determined confidential, CDW-G's understanding of prior Texas Attorney General decisions suggests otherwise. The Attorney General, through his review of Texas Supreme Court rulings, has determined that Section 552.104(a) of the Texas Government Code provides protection of price information. In addition to CDW-G's price strategy and offer to ESC Region 4, CDW-G believes the following to similarly be exempt from disclosure:

Response Page No.	Rationale
7	Detailed login instructions for ESC Region 4 members to retrieve downloadable copies of pricing files.
35	Value of CDW-G's inventory positions is confidential and offers a competitive advantage to CDW-G.
41	CDW-G employee personal information/contact information
48-49	CDW-G employee personal information/contact information
52	CDW-G's top OMNIA accounts is confidential customer information not made publicly available.
56	CDW-G's logistics and performance metrics is confidential information used to provide CDW-G a competitive advantage.
62	Value of CDW-G's inventory positions is confidential and offers a competitive advantage to CDW-G.
64-65	CDW-G employee personal information/contact information
66	Confidential financial information not released to the public.
67-70	CDW-G customer references are confidential as the secrecy of the information allows CDW-G to maintain a competitive advantage.

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

CDW Government LLC

Contact


Signature

Pam Janutolo

Printed Name

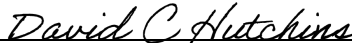
Manager, Proposal Teams

Position with Company**Address**

230 N. Milwaukee Ave

Vernon Hills, IL 60061

**Official
Authorizing
Proposal**


Signature

David Hutchins

Printed Name

Vice President, Strategic Programs

Position with Company**Phone**

847.371.5800

Fax

847.465.6800

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>



To Whom It May Concern,

CDW Government LLC is a publicly traded entity under its parent company (Stock Ticker: CDW).

Due to the new rules executed by the State of Texas on 01/01/2018, the Form 1295 is no longer applicable to CDW Government LLC.

Please visit the following website for more information.

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html#Who_Is_Interested_Party

SECTION 7 - # 4

7. Are there certain contracts that do not require Form 1295?

Yes. Form 1295 is not required for the following contracts if entered into or amended on or after **January 1, 2018:**

- (1) a sponsored research contract of an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education;
- (3) a contract related to health and human services if:
 - (a) the value of the contract cannot be determined at the time the contract is executed; and
 - (b) any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;***
- (5) a contract with an electric utility, as that term is defined by [Section 31.002, Utilities Code](#);* or
- (6) a contract with a gas utility, as that term is defined by [Section 121.001, Utilities Code](#).*

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, David Hutchins, as an authorized representative
of

CDW Government LLC, a contractor
engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

David C Hutchins
Signature of Named Authorized Company Representative

01/15/2021
Date

STAGING/BUY AND HOLD AGREEMENT

This STAGING/BUY AND HOLD AGREEMENT (“**Agreement**”) is made as of the ____ day of [Month], Year (the “**Effective Date**”) by and between CDW Government, LLC (“**Seller**”) and _____ (“**Customer**”).

STAGING MANAGEMENT.

Seller and Customer (each, a “**Party**”, together, the “**Parties**”) agree to work together to manage Seller’s storage and distribution (“**Staging**”) of certain products purchased which may receive configured Services such as asset tagging, hardware installation, software imaging, customization with VPN and kitting with custom packaging (“**Configuration Services**”) purchased separately by Customer from Seller, specified hereunder (“**Staged Products**”).

Section 1. INTERPRETATION.

Notwithstanding anything to the contrary specified in any Seller-issued quote or Customer-issued Staging/Buy and Hold Authorization Order (defined herein), the Parties agree that all such quotes and Staging/Buy and Hold Authorization Orders shall be governed solely by the terms and conditions of this Agreement; provided that Customer’s purchase of Staged Products from Seller (including without limitation payment, invoicing and return privilege terms) shall be governed by Seller’s “Terms and Conditions of Product Sales and Service Projects” specified at www.cdw.com unless Seller and Customer have signed a separate agreement to govern such product sales prior to the Effective Date (in either case, the “**Product Agreement**”). In the event of a conflict between the Product Agreement and this Agreement, the provisions of this Agreement shall prevail.

Section 2. SELLER STAGING.

2.1 All Staged Products must be listed on a Staging/Buy and Hold Authorization Order (“**SAO**”) executed between the parties, that is substantially in the form of **Exhibit A** attached hereto. Seller shall store the Staged Products on behalf of Customer at Seller’s warehouse located at [CDW Warehouse], (“**Seller’s Warehouse**”). The Parties will execute SAO’s in numerical order, beginning with “**A-1**”. Any change to the SAO shall be under the terms and conditions specified on a Staging/ Buy and Hold Authorization Order Addendum (“**SAOA**”) that is substantially in the form of **Exhibit B** attached hereto. Except as otherwise specified in the applicable SAOA, Customer will be financially responsible to Seller for any and all Seller costs associated with changes to a SAO. Such additional Seller costs may include, but are not limited to, custom configurations, handling, release date changes, warehousing and shipping charges.

2.2 Staged Products which are known by Seller to be defective, OEM deemed end of life or DOA during delivery to or at the Staging Location, will be replaced by Seller at no additional cost to Customer. No change to the SAO or signed amendment will be required for replacements by Seller pursuant to his Section and Seller will notify Customer’s contact via email.

2.3 To the best of Customer’s knowledge, any configuration, asset tagging, imaging, or like Services to be

performed by Seller on the Staged Products have been finalized, as evidenced by Customer’s initials in the correct box below:

The Staged Products [CHOOSE] have Configuration Services performed.

Section 3. OWNERSHIP.

As between Seller and Customer, ownership of, and title to the Staged Products will transfer from Seller to Customer upon delivery of the Staged Products to the designated staging location (“**Staging Location**”) within Seller’s Warehouse. Customer obtains a special property right and insurable interest in such Staged Products under UCC § 2-501. Customer acknowledges and agrees that any manufacturer warranty period for the Staged Products will begin on the date of Seller’s invoice.

Section 4. SALES TAX.

As set forth above, ownership of and title to the Staged Products will transfer from Seller to Customer upon delivery of the Staged Products to the Staging Location. Seller will collect sales tax due from Customer based on the Seller’s Warehouse location identified in Section 2. Upon executing this agreement, and if applicable, Customer will provide Seller with either Illinois or Nevada tax exemption documentation.

Section 5. SHIPPING.

5.1 Seller shall release the Staged Products from the Staging Location and provide them to the carrier for shipment to Customer’s location upon the Estimated Ship Date set forth in the SAO, unless Customer provides written notice to Seller (which may be by email sent directly to the Seller Account Manager) no less than ten (10) business days prior to such Estimated Ship Date notifying Seller of Customer’s request to change the ship date. Customer cannot change any ship date to a date later than the Final Ship Date set forth in the SAO (“**Final Ship Date**”). Seller will ship to Customer all Staged Products that remain in Seller’s Warehouse no later than the Final Ship Date.

5.2 Customer will be responsible for all shipping and handling charges, which Seller will include as an additional line item on the applicable invoice.

5.3 In the event of early termination or in the event that Customer does not request delivery of all Staged Products prior to the Final Ship Date, Seller shall, at Seller’s option; either (i) ship the remaining Staged Products still held by Seller to Customer’s Final Ship to Address identified on the SAO, or (ii) return the Staged Products to Seller’s inventory.

Section 6. INVOICING AND PAYMENT.

6.1. Except as otherwise agreed in writing by the Parties, and subject to continuing credit approval by Seller,

Customer will pay all invoices within thirty (30) days after the date of Seller's invoice. In addition to the purchase price for the Staged Products, Seller will charge Customer a fee for holding the Staged Products as set forth on each SAO ("Staging Fee").

6.2. Seller will invoice Customer for Customer's purchase of Staged Products on the date that the Staged Products are delivered to the Staging Location in Seller's Warehouse. Seller will also include the applicable Staging Fee on each invoice for Staged Products.

6.3. The Staging Services will commence, and the Staging Fee applied, upon the date of CDW's invoice.

6.4. Upon completion of each SAO, if applicable, CDW will provide customer with a settlement invoice for any additional fees resulting from any changes to the original SAO (e.g., additional staging fees, handling fees, shipping charges, etc.).

6.5. Customer acknowledges that some or all Staged Products may not be in Seller's warehouse or available to be held for Customer on the date the SAO is submitted to Seller and agrees that Seller shall have no liability or responsibility to Customer for losses of any incentives or price adjustments as a result of the invoice date being different from the SAO date.

Section 7. NON-CANCELABLE.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT ARE ABSOLUTE AND NON-CANCELABLE, AND THE STAGED PRODUCTS ARE NON-RETURNABLE, NOTWITHSTANDING ANY OBSOLESCENCE OF THE STAGED PRODUCTS, PROBLEMS WITH OR DEFECTS IN THE STAGED PRODUCTS, ANY CHANGES IN SCHEDULE, ANY CHANGES IN CUSTOMER'S NEEDS OR FINANCIAL CIRCUMSTANCES, ANY UNAVAILABILITY OF LEASE FINANCING FOR ANY OR ALL OF THE STAGED PRODUCTS, OR ANY OTHER CIRCUMSTANCE. CUSTOMER SHALL HAVE NO RIGHT TO REFUSE DELIVERY OR TO DELAY PAYMENTS FOR ANY STAGED PRODUCTS FOR ANY REASON, INCLUDING WITHOUT LIMITATION THE CONDITION OF STAGED PRODUCTS.

Section 8. BREACH; REMEDIES.

In the event that Customer cancels any SAO or addendums thereto, or terminates this Agreement, Seller shall have the right, in addition to all other remedies it may have, to be compensated for all costs, expenses and losses incurred by Seller, including, but not limited to, the cost of Staging the Staged Products, insurance costs, costs incurred with respect to custom configured goods, costs incurred by Seller in ordering Staged Products specifically for Customer's benefit, and costs of collection. In the event of a breach of this Agreement by Customer and in addition to all other remedies Seller may have at law or in equity, Seller has the right to terminate this Agreement and to demand immediate payment in full for all of the Staged Products and of all of the fees, costs and expenses assessable hereunder.

Section 9. RISK OF LOSS, AND INSURANCE.

CUSTOMER SHALL BEAR THE RISK OF PROPERTY DAMAGE TO AND LOSS OF THE STAGED PRODUCTS

("PRODUCT LOSSES") AND SHALL PROVIDE INSURANCE TO COVER ANY SUCH PRODUCT LOSSES DURING STORAGE OF THE STAGED PRODUCTS IN SELLER'S WAREHOUSE. CUSTOMER SHALL ALSO BEAR THE RISK OF PRODUCT LOSSES AND SHALL PROVIDE INSURANCE TO COVER ANY PRODUCT LOSSES INCURRED DURING SHIPMENT, NAMING SELLER AS A LOSS PAYEE.

Section 10. SECURITY AND ACCESS.

Seller agrees to exercise the same care with respect to the storage of Staged Products as Seller exercises with respect to similar products owned by Seller. Seller shall provide secure space to prevent unintended use of Staged Products. Seller agrees to provide Customer access to its facilities, upon reasonable advance notice, during normal business hours, for purposes of inspection of Staged Products.

Section 11. LIMITED LIABILITY.

SELLER'S LIABILITY FOR LOSS OR INJURY TO THE STAGED PRODUCTS IS LIMITED TO REPLACEMENT OF THE STAGED PRODUCTS OR REIMBURSEMENT FOR THE UNIT PRICE LISTED ON THE SAO, PROVIDED THAT CUSTOMER HAS PAID SELLER FOR THE APPLICABLE STAGED PRODUCTS, BUT IN NO EVENT IN EXCESS OF INSURANCE PROCEEDS RECEIVED BY SELLER FOR SUCH LOST OR INJURED PROPERTY. UNDER NO CIRCUMSTANCES WILL SELLER OR ITS AFFILIATES BE LIABLE FOR: ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, AND LOSS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY.

Section 12. TERMINATION.

This Agreement may be terminated by Customer upon thirty (30) days' advance written notice; provided that Customer has paid all fees, prices and costs due and owing hereunder. This Agreement may be terminated by Seller upon thirty (30) days' advance written notice. Termination of this Agreement will not terminate either party's obligations under any existing SAO.

Section 13. FORCE MAJEURE.

Seller shall not be liable to Customer for any failure to comply with the terms of this Agreement to the extent that such failure results from any circumstances beyond its reasonable control, including, but not limited to, carrier delays, delays due to fire, severe weather, power failure, labor problems, acts of war, terrorism, embargo, acts of God, and acts or laws of any government or agency. Seller's failure or delay in performance under this Agreement due to any force majeure event shall not be deemed to be a default under this Agreement.

Section 14. GOVERNING LAW; JURISDICTION.

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT

REGARD TO CONFLICTS OF LAWS RULES. ANY LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND THE PARTIES CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMIT

TO THE JURISDICTION THEREOF AND WAIVE THE RIGHT TO CHANGE VENUE. THE PARTIES FURTHER CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed and delivered by its respective authorized representative.

SELLER: CDW Government, LLC

By: _____

Name: _____

Title: _____

Date: _____

Address of Principal Place of Business:

230 N. Milwaukee Avenue
Vernon Hills, IL 60061

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Date: _____

Address of Principal Place of Business:

Customer Account # _____

EXHIBIT A-1

STAGING/BUY AND HOLD AUTHORIZATION ORDER

Customer: AM inserts Customer Name
Customer #: AM inserts Customer #

Final Ship Date: AM inserts final ship date
Final Ship To Address: AM inserts attn, address, city, state & zip in this field

								Anticipated Ship To Information							
Ship Consolidation	Unit Price	Carrier & Ship Method	Estimated Ship Date	Requested Ship Qty	CDW EDC	Mfg Part #	Description	Customer Name	Ship Attn	Address Line 1	Address Line 2	City	State	Zip	Country

* CDW to default to final ship date if no estimated ship dates are provided in the table above.
* The foregoing Staged Products are subject to the "Staging/Buy and Hold Agreement" between the Parties dated ____day of [Month], [Year]

IN WITNESS WHEREOF, each of the Parties has caused this Order to be signed and delivered by its respective authorized representative.

Seller: CDW XXX

Customer:

By: X
Name: X
Title: X
Date: X

By: X
Name: X
Title: X
Date: X

SAO EXAMPLE ONLY. DO NOT SIGN!

CDW Internal Use:
Quote #: X
Order #: X

EXHIBIT B-1

STAGING/BUY AND HOLD AUTHORIZATION ORDER ADDENDUM

Customer: AM inserts Customer Name
Customer #: AM inserts Customer #

Final Ship Date: AM inserts final ship date
Final Ship To Address: AM inserts attn, address, city, state & zip in this field

								Anticipated Ship To Information							
Ship Consolidation	Unit Price	Carrier & Ship Method	Estimated Ship Date	Requested Ship Qty	CDW EDC	Mfg Part #	Description	Customer Name	Ship Attn	Address Line 1	Address Line 2	City	State	Zip	Country

* CDW to default to final ship date if no estimated ship dates are provided in the table above.

* The foregoing Staged Products are subject to the "Staging/Buy and Hold Agreement" between the Parties dated ____ day of [Month], [Year]

The parties agree that the Staging/Buy and Hold Authorization Order dated ____ day of [Month], [Year] is hereby amended as set forth in this Addendum.

IN WITNESS WHEREOF, each of the Parties has caused this Order to be signed and delivered by its respective authorized representative.

Seller: CDW XXX

Customer:

By: X

By: X

Name: X

Name: X

Title: X

Title: X

Date: X

Date: X

CDW Internal Use:
Quote #: X
Order #: X

SAO ADDENDUM EXAMPLE ONLY. DO NOT SIGN!

STATEMENT OF WORK

Project Name:	[Project Name]	Seller Representative: [Seller Name] [Seller Phone] [Seller e-mail]
Customer Name:	[Customer Name]	
CDW Affiliate:	[CDW Affiliate determined by Customer #]	
Subcontractor:	[Partner Name]	Solution Architect: [Solution Architect Name], [Solution Architect Name 2]
SOW Created Date:	[SOW Created Date]	Drafted By [Services Contract Specialist Name]
Version:	[File Version]	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, [CDW Affiliate] (“**Provider,**” and “**Seller,**”) and [Customer Name] (“**Customer,**” and “**Client,**”).

GOVERNING AGREEMENT

This SOW shall be governed by that certain [Governing Agreement Name] between [CDW Affiliate] and [Customer Name], dated [Governing Agreement Date] (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT SCOPE

SERVICE DESCRIPTION

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller’s performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer’s facility’s safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller’s gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party’s point of contact (“**Contact Person**”) as the time for performance nears and will communicate that person’s name and information to the other Party’s Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

CUSTOMER DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT SPECIFIC TERMS

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[CDW Affiliate Name]

[Customer Name]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Mailing Address:

Mailing Address:

[Affiliate Address line 1]

Street: _____

[Affiliate Address line 2]

City/ST/ZIP: _____

EXHIBIT _

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).

Location(s)

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.
- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).
- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

2. **Customer Shipment of Returned Merchandise.**

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.
- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.
- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.
- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.



Proposal for the Region 14 Education Service Center
acting on behalf of the National Cooperative Purchasing
Alliance

RFP # 45-22 Technology Solutions, Products and Services

Thursday, November 17, 2022



Thursday, November 17, 2022

Region 14 Education Service Center
1850 Highway 351
Abilene Texas 79601

Dear Procurement Officer,

Thank you for the opportunity to submit a proposal for Region 14 ESC's RFP for Technology Solutions, Products and Services. We have thoroughly reviewed the requirements and developed this proposal to showcase how our products and solutions will enable customers to continue their digital transformation.

The value of our offering includes:

- Our Products – We have the strongest portfolio of IT products from the edge to the core, to the cloud. We offer full end-to-end IT solutions thereby becoming a one stop shop to meet all our customer's IT needs.
- Our Lifecycle Services – Parallel to our product and services delivery organization, is our customer support organization – be it pre-sales consultation, data center consolidation, or rollout of a work / school from home solution, our pro-deploy and pro-support teams are always available to assist in conjunction with our account and specialist teams.
- Our Contract Management – The NCPA contract is used widely by SLED customers. We have contract program managers and personnel dedicated to supporting NCPA and the entities that purchase using NCPA. We will continue to deliver and strengthen our partnership.
- Our Commitment – Last, but equally important, is our commitment to social causes that impact our lives and our planet. Our 2030 moonshot goals focus on cultivating inclusion, advancing sustainability, transforming lives and upholding ethics and privacy.

We look forward to earning your business and continuing our long-standing partnership. Should you have any questions regarding this proposal, please contact your Dell Technologies team provided in the below contact information:

Stacey Skala at 512.720.7429 or online at Stacey.Skala@Dell.com

Preethi Pillaipakkam at 469.510.8569 or online at Preethi.Pillaipakkam@Dell.com

Sincerely,



Stacey Skala
Proposal Manager

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Tab 1 - Master Agreement / Signature

Customer Support

The Dell Marketing L.P. ("Vendor") ~~vendor~~ shall provide timely and accurate technical advice and sales support. The ~~vendor~~Vendor shall respond to such requests within one (1) to two working days after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the ~~vendor~~Vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a ~~standard~~ "funding out"/"~~non-appropriation~~" clause as mutually agreed to by the parties. A contract for the acquisition, ~~including lease~~, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

If (a) sufficient funds are not budgeted or appropriated and budgeted by Public Agency's governing body in any fiscal period for payment amounts or other costs and fees and (b) Public Agency has exhausted all funds legally available for such payment amounts or other costs and fees due under the contract, then the Public Agency, upon reasonable written notice to the vendor or its affiliate, ~~Retains to the entity~~ the continuing right to terminate the contract as of the last day of the Public Agency's fiscal period for which funds for the payment amounts are available at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the ~~Public Agency~~entity to obtain appropriate funds for payment of the contract and ~~to only place orders for which funding is available and to pay vendor~~Vendor/Dell for products delivered and services performed. Such termination is without any expense or penalty, except for the portions of the payment amounts and those expenses associated with returning or making products available for return to vendor~~Vendor or its affiliate and Public Agency's cessation of use and maintenance, de-installation and deletion of licensed software, and certification thereof, in accordance with the terms of the contract, for which funds have been budgeted or appropriated or are otherwise legally available.~~

Shipments (if applicable)

The awarded vendor shall ship ordered products within ~~seven-fifteen~~ (157) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. Barring any component constraints, Vendor will ship products it is manufacturing or a third party is manufacturing within 4 – 6 weeks of acceptance of order. Cancellation may be made up to the time order is accepted. Orders shall be placed online on the NCPA Premier Page that Dell will populate with NCPA pricing. If a product cannot be

shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. ~~At this point the participating entity may cancel the order if estimated shipping time is not acceptable.~~

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor. ~~Unless Public Agencies shall provides Dell with a valid tax exemption certificate acceptable to the relevant taxing authority prior to Dell's payment of such taxes, upon request, or such Public Agency shall pay to Dell all taxes and duties upon demand. be responsible for taxes~~

Payments

~~Payment terms are thirty (30) days from the date of invoice. All products and services are deemed accepted ten (10) days from the date of invoice or completion of service. Dell may charge a late penalty of 1.5% per month on undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days based on Public Agency's current outstanding balance. Dell, without waiving any other rights or remedies and without liability to Public Agency, may suspend or terminate any or all Services and refuse additional orders for Products until all overdue amounts are paid in full. Dell shall be entitled to all reasonable legal and attorney fees and associated costs of collecting overdue amounts.~~

The entity using the contract will make payments directly to the awarded vendor ~~except instances where a reseller, under this contract, is selling Dell products and other products provided by Dell to the reseller, invoices will be issued by the reseller to a Public Agency and payments shall be made to the applicable reseller.. or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.~~

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before any such distributors/partners/resellers is considered authorized.

Purchase orders and payment can only be made to awarded ~~vendor~~Vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the ~~vendor~~Vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All ground shipping deliveries s for standard products shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing Expedited and larger products shall be subject to freight charges.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Dell's warranty terms located at DELL.COM/WARRANTYTERMS, included as Appendix E shall be applicable to sales under this contract. ~~Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects~~
~~Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.~~

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the ~~vendor~~Vendor.

Indemnity

If Public Agency purchased Products or Services directly from Dell, Dell shall defend and indemnify Public Agency against any third-party claim that Dell-branded Products or Services (excluding Third-Party Products and open source software) infringe or misappropriate that third party's United States ("U.S.") patent, copyright, trade secret, or other intellectual property rights ("Claim(s)"). In addition, if Dell receives prompt notice of a Claim that Dell believes is likely to result in an adverse ruling, then Dell shall at its option, (i) obtain a right for Public Agency to continue using such Products or Deliverables or for Dell to continue performing the Services; (ii) modify such Products or Services to make them noninfringing; (iii) replace such Products or Services with a non-infringing equivalent; or (iv) if Public Agency purchased directly from Dell, refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product or Deliverables. Dell shall have no obligation for any claim arising from (a) modifications of the Products and Services that were not performed by or on behalf of Dell; (b) misuse, or the combination or use with Third-Party Products (the combination of which causes the claimed infringement); or (c) Dell's compliance with Public Agency's written specifications, including the incorporation of any software or other materials or processes Public Agency provides or requests. Dell's duty to indemnify and defend the Claim is contingent upon: (x) Public Agency's prompt written notice of the Claim; (y) Dell's right to solely control the defense and resolution of the Claim; and (z) Public Agency's cooperation in defending and resolving the Claim. These are Public Agency's exclusive remedies for any third-party intellectual property claim, and nothing in this Agreement or elsewhere will obligate Dell to provide any greater indemnity. B. Public Agency shall defend and indemnify Dell against any third-party claim resulting or arising from: (i) Public Agency failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Public Agency, or associated with software or components requested by Public Agency to be used with, or installed or integrated as part of the Products or Services; (ii) Public Agency's violation of Dell's intellectual property rights; (iii) any inaccurate representation regarding the existence of an export license or any allegation made against Dell due to Public Agency's alleged violation of applicable export laws; or (iv) Public Agency transferring or providing access to Excluded Data (as defined below) to Dell. C. Each party shall defend and indemnify the other against any third-

~~party claim for personal bodily injury, including death, where the injury has been exclusively caused by the indemnifying party's gross negligence or willful misconduct in connection with this Agreement. The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.~~

Franchise Tax

The respondent hereby certifies to the best of signatory's knowledge that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

~~The Each Public Agency entity~~ participating in this contract and awarded ~~vendor~~Vendor may enter into the following separate supplemental agreements to further define the level of service requirements needed to enable such offerings under this Master Agreement over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating Public Agency entity and awarded ~~vendor~~Vendor and shall be governed solely by the terms set forth in such separate supplemental agreement.
~~r; however no changes to the contract terms regarding reporting, indemnity, payment or limitation of liability shall be altered by a NCPA member or purchasing/ participating entity.~~

Services Agreements.

Dell may provide Services, Service-related Software, or Deliverables to CustomerPublic Agency in accordance with one or more "Service Agreements." "Service Agreements" are service contracts, including "Service Descriptions" available at www.dell.com/offeringspecificterms, "Statements of Work," and any other mutually executed documents. Each Service Agreement will be interpreted separately from any other Service Agreement.

Dell APEX Cloud Services.

Dell may provide Services, Cloud services (includes any service made available to users through the Internet from a computing provider's servers), such as software-as-a-service, Platform as a Service, Infrastructure as a Service and storage-as-a-service, Service-related Software, or Deliverables to CustomerPublic Agency in accordance with one or more "Service Agreements." "Service Agreements" are service contracts, including "Service Descriptions" available at www.dell.com/dellemcloudterms and/or <https://www.dell.com/learn/us/en/uscorp1/terms-of-sale> "Statements of Work," and any other mutually executed documents. Each Service Agreement will be interpreted separately from any other Service Agreement.

Dell APEX Flex on Demand.

In addition, ~~vendor~~Vendor may offer consumption-based models under its Dell APEX Flex on Demand Program ("FOD") as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement ("MFCA"). Any FOD solution will be subject to the terms and conditions of the MFCA only, an example of which is attached hereto in Appendix G. Eligible Public Agencies shall negotiate the terms and conditions of such FOD solution directly with ~~vendor~~Vendor or its designated affiliate or its authorized distributor/partner/reseller, including, but not limited to, the MFCA, any corresponding FOD schedule ("Schedule"), and any other documentation that may be required for such FOD transaction. The parties recognize that the MFCA and any Schedule executed by the parties hereunder are separate and independent agreements between the Eligible Public Agency and ~~vendor~~Vendor or its designated affiliate or its authorized distributor/partner/reseller, with the terms thereof constituting the entire agreement for such FOD transaction. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of this Master Agreement, the terms, and conditions of the MFCA will prevail for such offerings. Samples of the MFCA, Schedule, and any other related documentation that may be applicable are attached hereto in Appendix H.

Leasing and Financing; Payment Solutions.

Leasing and financing services and other flexible payment solutions made available directly through Dell Financial Services L.L.C. ("DFS") or Pharos Financial Services L.P. ("PFS") are allowed under this Master Agreement in accordance with one or more of the separately negotiated DFS or PFS lease or finance agreements ("Lease(s)"). Samples of each Lease are attached hereto as Appendix H

If this Master Agreement does not contain Lease terms and conditions, eligible Public Agencies under this Master Agreement who are authorized to execute such Leases under applicable law may do so by executing a separate Lease directly with DFS or PFS for the hardware, software, and/or services obtained under this Master Agreement. Any Lease solutions will be subject to the terms and conditions of the corresponding DFS or PFS Lease. Eligible Public Agencies shall negotiate the terms and conditions of such Lease with DFS or PFS directly. To the extent of any conflict or inconsistency between the terms of the DFS or PFS Lease and the terms of this Master Agreement, the terms and conditions of the DFS or PFS Lease will prevail.

Certificates of Insurance

Dell will offer a memorandum of Insurance to members and will endeavor to provide notice of cancellation within 30 days to Region 14 ESC and NCPA. Dell has existing contracts with its subcontractors and Dell is responsible for providing the contracted for services. Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all applicable local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all applicable laws while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended

during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. Notwithstanding the above, this section will not modify, terminate, cancel or otherwise negate or replace in any way any Public Agency's rights, duties, and obligations (including a Public Agency's payment obligations to DFS or PFS) under the terms and conditions of a duly executed Lease (as defined above) and MFCA (as defined above) between DFS or PFS and any Public Agency, the terms of which shall take precedence. The foregoing is not withstanding any force majeure insurance on the payment stream that a Public Agency may have.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage law, legislation in effect in the jurisdiction of the purchaser. ~~It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.~~

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. This Section on termination shall not apply to any lease financier (including, but not limited to, Dell Financial Services L.L.C.) or any related lease and finance or flexible payment solution agreements or any of Region 14 or Public Agency's, duties, and obligations including, but not limited to, its payment obligations to DFS thereunder.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. , as required by applicable law. Dell will comply with applicable law and opinions of the applicable governing body concerning open records.~~If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).~~

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Dell requests the following language be incorporated into any contract resulting from award of this solicitation:

NCPA Members, by purchasing from Dell agree to the terms between NCPA and Dell under the contract.

Compliance with Laws

A. In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to such party including the customs and export control laws and regulations of the U.S.; and the country in which the Products or Services are delivered or performed. B. Public Agency certifies that all items (including hardware, software, technology and other materials) it provides to Vendor for any reason that contain or enable encryption functions either (i) satisfy the criteria in the Cryptography Note (Note 3) of Category 5, Part 2 of the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies or (ii) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic curve. Vendor is not responsible for determining whether any Third-Party Product to be used in the Products and Services satisfies regulatory requirements of the country to which such Products or Services are to be delivered or performed, and Vendor shall not be obligated to provide any Product or Service where the resulting Product or Service is prohibited by law or does not satisfy the local regulatory requirements. C. Vendor's privacy policies explain how Vendor treats Public Agency's personal information and protects Public Agency's privacy and can be found at Vendor.com/privacy.

Limitation of Liability

A. VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES. EXCEPT FOR PUBLIC AGENCY BREACH OF SECTIONS 3(D) OR 7, OR CUSTOMER VIOLATION OF VENDOR'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (i) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (ii) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (iii) LOSS OF BUSINESS OPPORTUNITY; (iv) BUSINESS INTERRUPTION OR DOWNTIME; (v) THE PRODUCTS, DELIVERABLES OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE; OR (vi) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES. B. VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING PRODUCTS AND SERVICES) IN ANY 12 MONTH PERIOD SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY VENDOR DURING THE PRIOR 12 MONTHS OF THIS AGREEMENT FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM(S). C. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR VENDOR'S SALE OF PRODUCTS OR SERVICES TO PUBLIC AGENCY, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

Software.

Public Agency rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Supplier will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

Acceptance.

All Products and Third Party Products will be deemed to be accepted upon Delivery. Notwithstanding such acceptance, Public Agency retains all rights and remedies under the warranty terms stated below. Public Agency may only return Products to Supplier that are permitted to be returned pursuant to the return policy at www.dell.com/returnspolicy.

Hardware Returns and Exchanges.

Public Agency agrees to Vendor's return policy as stated at www.dell.com/returnspolicy. Before returning or exchanging Hardware, Public Agency must contact Vendor to obtain an authorization number for Public Agency return. Public Agency must return Hardware in its original or equivalent packaging, and Public Agency is responsible for risk of loss and shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. If Public Agency fails to follow the return or exchange instructions, Vendor will not be responsible for any loss, damage, or modification of Hardware, or processing of Hardware for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with Public Agency's purchase. Title to returned or exchanged Hardware shall pass to Vendor upon receipt at the specified Vendor facility.

Changed or Discontinued Products or Services.

Vendor may revise or discontinue Products and Services at any time, including after Public Agency places an Order, but prior to Vendor's shipment or performance. As a result, Products and Services Public Agency receives might differ from those ordered. However, Dell-branded Products will materially meet or exceed all published specifications for the Products. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned.

Proprietary Rights

The Products and Software are protected pursuant to copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Software, Products and Deliverables, and the methods by which the Services are performed and the processes that make up the Services, shall belong solely and exclusively to Vendor or its suppliers or licensors. Subject to Vendor's receipt of payment in full for the applicable Services, Vendor grants Public Agency a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely (i) in the country or countries in which Public Agency does business; (ii) for Public Agency's internal use; and (iii) as necessary for Public Agency to enjoy the benefit of the Services as stated in the applicable Service Agreements.

For Reseller transactions:

For any transactions under this contract in which Vendor resellers are reselling products obtained from Vendor, the following terms shall apply: Vendor will require its resellers to agree to the terms of the NCPA contract with Vendor. The reseller sales transactions, including quoting, pricing, order taking, invoicing, payment for reseller transactions shall be between the NCPA member and the reseller. Pricing will not be determined by Vendor but must be in compliance with the pricing requirements in Vendor's NCPA contract. Fees and reporting for Vendor reseller transactions with NCPA members shall be provided by the Vendor reseller only. Payments made by NCPA or its members for these reseller transactions shall be made to the reseller. Vendor will propose authorized resellers to be added to contract for Region 14 ESC and NCPA approval. NCPA and Vendor must be in agreement on resellers to be added to contract. Vendor can have a reseller removed from contract, upon notice. Vendor is not liable should the reseller fail to follow the terms of the contract.

Shipping Charges; Title; Risk of Loss.

Unless otherwise agreed, Supplier shall arrange for shipment of the ordered Products to the ship-to address indicated in the Order, through a common carrier designated by Supplier. Delivery dates are indicative. Software may be provided by delivery of physical media or through electronic means. Public Agency shall notify Supplier within 21 days of the invoice date if Public Agency believes any Product included in its Order is missing, wrong, or damaged, and shall ensure that the intended installation site meets the specifications as per the product documentation. Risk of loss for Equipment and for physical media containing licensed Software transfers to Public Agency upon Delivery. Title to sold Equipment passes to Public Agency upon Delivery. "Delivery" for Equipment occurs when Supplier provides the Equipment to the carrier at Supplier's designated point of shipment; "Delivery" for Software occurs either when Supplier provides physical media (or the Equipment on which it is installed) to the carrier at Supplier's designated point of shipment, or the date Supplier notifies Public Agency that Software is available for electronic download. Unless otherwise agreed, cost of transit insurance on behalf of Public Agency shall be included in the total price stated on the Quote.

Excluded Data

Public Agency agrees that it will obtain all necessary rights, permissions and consents associated with: (a) technology or data (including personal data) that Public Agency and its Affiliates provide to Supplier or its Affiliates, and (b) non-Supplier software or other components that Public Agency and its Affiliates direct or request that Supplier or its Affiliates use with, install, or integrate as part of the Supplier's Offerings. Public Agency is solely responsible for reviewing data that will be provided to or accessed by Supplier in the provision of the Offerings to ensure that it does not contain: (i) data that is classified, ITAR (International Traffic in Arms Regulations) related data, or both; or (ii) articles, services, and related technical data designated as defense articles and defense services. Public Agency will defend and indemnify Supplier and its Affiliates against any third party claim resulting from a breach of the foregoing, or from Public Agency's infringement or misappropriation of intellectual property rights of Supplier, its Affiliates or third parties.

U.S. Government Restricted Rights.

The software and documentation provided are "commercial products" as defined in Federal Acquisition Regulation ("FAR") Section 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as these terms are used in FAR 12.212 and Defense Federal Acquisition Regulation Supplement ("DFARS") Section 227.7202, as applicable. Consistent with FAR 12.212 and DFARS Section 227.7202, all U.S. Government end users acquire the software and documentation with only those rights set forth herein

Taxes.

The charges due hereunder are exclusive of, and Public Agency shall pay or reimburse Supplier for all value added (VAT), sales, use, excise, withholding, personal property, goods and services and other similar taxes, governmental fees, levies, customs and duties resulting from Public Agency's purchase, except for taxes based on Supplier's net income, gross revenue, or employment obligations. If Public Agency qualifies for a tax exemption, Public Agency must provide Supplier with a valid certificate of exemption or other appropriate proof of exemption. If Public Agency is required to withhold taxes, then Public Agency will within 60 days of remittance to the applicable tax authority provide Supplier with satisfactory evidence (e.g., official withholding tax receipts) that Public Agency has accounted to the relevant authority for the sum withheld or deducted, otherwise Supplier will charge Public Agency for the amount that Public Agency has deducted for the transaction.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Dell Marketing, L.P.

Company Name

One Dell Way

Address

Round Rock

TX

78286

City

State

Zip

512.720.7429

Telephone Number

Fax Number

Stacey.Skala@Dell.com

Email Address

Stacey Skala

Printed Name

Proposal Manager

Position



Authorized Signature

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Dell respectfully requests the following modifications to the terms provided Tab 1 and Tab 2 of Solicitation Number 45-22 for Technology Solutions. Dell also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation. As needed, Dell agrees to enter into good faith negotiation of mutually agreeable terms.

Tab 2 - NCPA Administration Agreement

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Dell respectfully requests the following modifications to the terms provided Tab 1 and Tab 2 of Solicitation Number 45-22 for Technology Solutions. Dell also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation. As needed, Dell agrees to enter into good faith negotiation of mutually agreeable terms.

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and _____ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 01-143, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of IT Security Products and Data Protection Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14

ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re- marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Upon Vendor's corporate marketing/compliance prior review and approval, and subject to the requirements of the brand usage guidelines located at <https://brand.delltechnologies.com/logos/>, Vendor agrees to allow Customer to use their name and logo within Customer-maintained websites, marketing materials and advertisements. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however,

that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Dell Response:

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award. Typically, reporting is available 30 days after the close of the previous quarter.

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Dell Response:

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

Dell Acknowledges.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

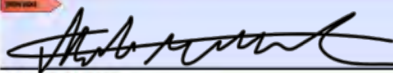
National Cooperative Purchasing Alliance
Organization

Matthew Mackel
Name

Director, Business Development
Title

PO Box 701273
Address

Houston, TX 77270
Address


Signature

December 1, 2022
Date

Dell Marketing L.P.

Vendor Name

Stacey Skala

Name

Proposal Manager

Title

One Dell Way

Address

Round Rock, TX 78682

Address


Signature

11-16-2022

Date

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Dell respectfully requests the following modifications to the terms provided Tab 1 and Tab 2 of Solicitation Number 45-22 for Technology Solutions. Dell also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation. As needed, Dell agrees to enter into good faith negotiation of mutually agreeable terms.

Tab 3 - Vendor Questionnaire

TAB 3 VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☒ All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☐ All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
☐ American Samoa	☐ Northern Mariana Island
☐ Federated States of Micronesia	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

*Dell is willing to discuss this agreement to US Territories and outlying areas; however, such an extension will be subject to international terms and conditions

☐ All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes
 ☒ Maybe
 ☐ No
 * Please refer to the last page of Tab 3

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes
 ☒ Maybe
 No
 Dell or its affiliates can extend its terms or related offerings under the NCPA contract private entities if they are private education institutions or not for profit entities. Any decision regarding such extension shall be made by Dell and its affiliates in their sole discretion.

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
 Respondent Certifies that this firm
 a Minority / Women Business Enterprise

☐ Historically Underutilized Business
 Respondent Certifies that this firm is a
 Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

☒ Yes, we have programs in place.

Please see Appendix C for Dell's Supplier Diversity Program

Residency

Responding Company's principal place of business is in the city of Round Rock,
State of Texas.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- ☒ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- ☒ Manufacturer Direct ☐ Certified education/government reseller
- ☐ Authorized Distributor ☐ Manufacturer marketing through reseller
- ☐ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person Katherine Dunay

Title Contracts Manager

Company Dell

Address One Dell Way

City/State/Zip Round Rock, Texas 78682

Phone (512) 720-3222

Email katherine_dunay@dell.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- ☒ Yes ☐ No Please see pricing notes on Tab 7

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

[Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.](#)

Tab 4 - Vendor Profile

Please provide the following information about your company:

- Company's official registered name.

Dell Marketing L.P.

- Brief history of your company, including the year it was established.

Dell Response:

Headquartered in Round Rock, Texas Dell was established in 1984 by Michael Dell at the University of Texas

Dell was founded in 1984 by Michael Dell in his dorm room at the University of Texas. In 1988, Dell became publicly traded under the name Dell Computer Corporation. The Company was incorporated in the state of Delaware on January 31, 2013, under the name Denali Holding Inc. in connection with Dell's going-private transaction by Michael Dell and Silver Lake Partners, which was completed in October 2013. In 1979, Richard Egan and Roger Marino, university roommates, quit their jobs and founded EMC in Newton, Massachusetts. In September 2016, EMC Corporation became part of the Dell Technologies family of companies and was renamed Dell EMC. In December 2018, Dell Technologies Class C common stock (NYSE: DELL) began trading on the New York Stock Exchange.

1979	Richard Egan and Roger Marino - former university roommates - quit their jobs and founded EMC in Newton, Massachusetts, five years before Michael Dell's vision was materialized.
	At age 19, Michael Dell founded PC's Limited with \$1,000 and a game-changing vision for how technology should be designed, manufactured and sold.
1984	As a pre-med freshman at the University of Texas at Austin, Michael starts Dell, then doing business as PC's Limited.
	Dell designs and builds their first computer system, the Turbo PC, featuring an Intel 8088 processor running at 8MHz, a 10MB hard drive and a 5.25" floppy drive.
1985	The company establishes customer experience as a Dell differentiator with risk-free returns and next-day, at-home product assistance, among the first in our industry.
1989	Dell joins the mobile computing revolution with its first laptop computer, the 316LT.
1992	Dell debuts on the Fortune 500. Michael becomes the youngest CEO to lead a company that receives this honor.
	The company takes sales online in 1996, setting the bar for ecommerce worldwide. Dell rapidly expands its global operations by opening the first Asia-Pacific Customer Centre in Penang, Malaysia.
1996	
1997	EMC's great global presence is materialized as they are named worldwide open storage market leader.

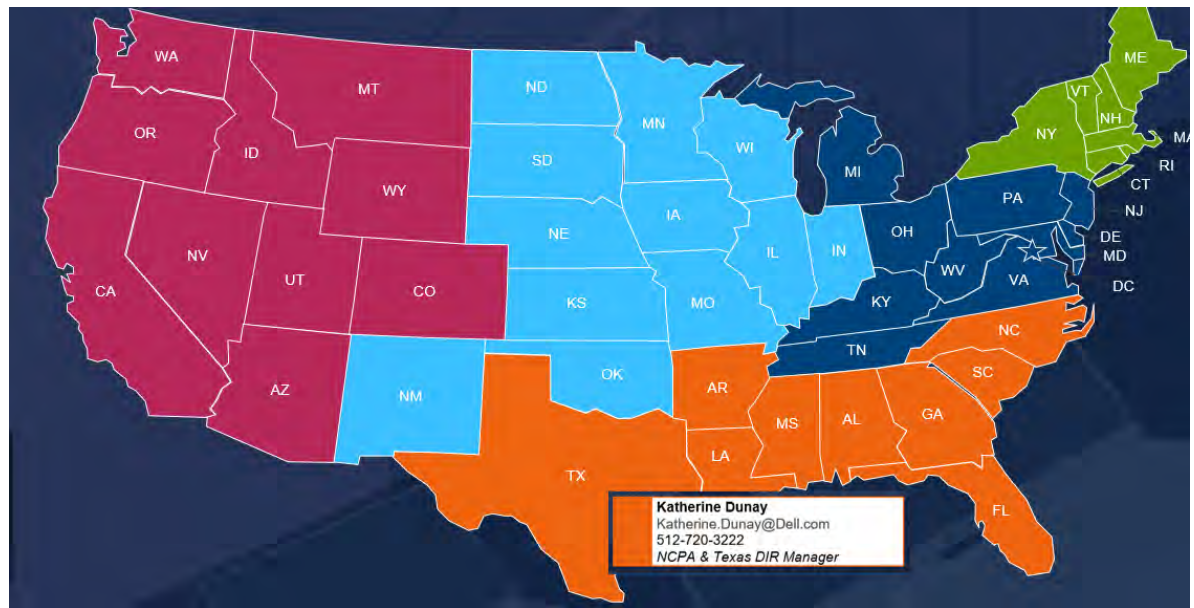
2000	Internet sales on dell.com reach \$40 million a day, making it one of the highest-volume ecommerce sites in the world. Recognizing early on the need and opportunity for mobility in IT, Dell incorporates built-in WiFi for on-the-go internet access for our customers.
2001	It's a year of firsts as Dell becomes the No. 1 computer systems provider worldwide and reaches No. 1 in U.S. Intel-based server shipments. Dell inks an agreement with storage leader EMC to enable more affordable enterprise-class storage area network solutions for customers of all sizes.
2005	Dell tops the list of "America's Most Admired Companies" in Fortune Magazine. Furthering our commitment to the environment, Dell OptiPlex desktop line of products features a lead-free motherboard, power supply and chassis.
2006	EMC opens a new software development centre in Shanghai—the company's first China-based research and development facility.
2010	Dell acquires key IP in storage, systems management, cloud computing and software: Boomi, Exanet, InSite One, KACE, Ocarina Networks, Scalent and Dell Compellent. Dell is the No. 1 healthcare information technology services provider in the world according to Gartner, Inc. and wins more than 300 industry awards in 2010. The company accelerates enterprise customers' move to the cloud with Dell Virtual Integrated Systems solutions, based on open architecture solutions that focus on interoperability and extending the legacy investments of our customers. Dell enters the tablet arena with the Streak, a 5-inch device designed to provide the best on-the-go entertainment, social connection and navigation experience. Newsweek names Dell the greenest company in America.
2013	Michael Dell and private equity firm Silver Lake Partners buy back Dell from public shareholders to accelerate its solutions strategy and to focus on the innovations and long-term investments with the most customer value.
2014	One year post-privatization, Dell is the fastest growing, large integrated IT company in the world with revenue growth across our businesses and PC and server share gains outpacing the market. Investments in our strategy continue with the acquisition of data analytics leader StatSoft and breakthrough enterprise innovations like our 13th generation of PowerEdge servers and FX Series converged infrastructure solutions. Dell is the global storage leader in total terabytes sold and sets the new industry standard for value with the SC4020 All Flash Array. Our corporate responsibility leadership garners global accolades with the Keep America Beautiful Vision for America Award, Accenture Circular Economy Pioneer Award, and a spot on Ethisphere Institute's list of the World's Most Ethical Companies.
2015	Customer satisfaction rates reach record highs as customers feel the effects of Dell's singular focus as a private company.
2016	The Dell journey and the EMC journey join to reach customers and their great ideas globally and to drive human progress. The newly combined Dell Technologies marks the completion of the biggest tech deal in history.
2021	Dell Technologies completed the spinoff of VMware forming two standalone public companies.

- Company's Dun & Bradstreet (D&B) number.
[Dell Marketing L.P. D & B #: 87-793-6518](#)
- Company's organizational chart of those individuals that would be involved in the contract.

Dell Response:

By working with Dell Technologies, you can be assured NCPA and customer agencies will have access to the highest quality talent and support from experts who specialize in the public sector and education markets.

Contract Program Managers: Experienced Contract Program Managers (CPM) are assigned to large contracts to ensure contract compliance and reporting activities. CPM will also aid in marketing the contract to our SLED account team members leading to increased adoption within the State. Katherine Dunay, who currently serves as the CPM for NCPA will continue to serve as the main Point of Contact.



- **Contract Management and Compliance** - Manage the Contract and relationships with State Procurement Officers to ensure compliance with all state requirements. Design, manage, and maintain contractually required internal websites for contracts.
- **Partner Management** - Manage contracts for partner companies, including partner agreements, amendments, and compliance requirements and reports.
- **Audit** - Conduct contract audits to ensure that all data has been reported accurately and can be supported internally through a verifiable audit trail. Conduct audits of customer sales for issues regarding rebates, returns, and contract pricing.
- **Sales Training & Consultation** - Create and conduct custom presentations for training purposes given to sales partners, sales teams, and other internal departments. Consult with

customers and sales on the most appropriate contract options based on scope, pricing, contract terms and language.

- **Operations** - Analyze business processes and implement changes to enable better customer service to our end customers. Created an automated process in Access to generate custom contract price lists based on contractual requirements.
- Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.

Dell Response:

Dell has 46 offices in the US. Key contacts servicing each customer agency can be provided by the Contract Program Manager, upon request.

At the heart of our customer service capabilities are our Customer Service Centers, giving you instant access to experts skilled in the latest technologies. Support and Operations Centers are located throughout the world in locations including the following primary centers: **Boston Area in Massachusetts; Seattle, Washington, Bay Area in California; Draper Utah; Research Triangle Park NC, Burlington, Ontario; Barueri, Brazil; Cork, Ireland; Cairo, Egypt; Tokyo, Japan; Bangalore, India; Shanghai, China, and Sydney Australia.**

1465 North
Scottsdale Road,
Suite 450
SkySong 5
Scottsdale
Arizona
85257

4 McKissic Creek
Road
Suite 6
Bentonville
Arkansas
72712

14591 S.W. 120th
Street
Miami
Florida
33186

50 Constitution
Boulevard
Franklin
Massachusetts
02038

430 Cowper Street
Suite 200
Palo Alto
California
94301

135 Technology
Drive
Suites 100,150,200 &
250
Irvine
California
92618

10010 Junction
Drive
Annapolis Junction
Maryland
20701

55 Constitution
Boulevard
Franklin
Massachusetts
02038

5450 Great
America Parkway
Santa Clara
California
95054

440 First Street,
NW
Suite 820
Washington DC
District of
Columbia
20001

777 Virginia Road
Concord
Massachusetts
01742

109 Constitution
Boulevard
Franklin
Massachusetts
02038

111 Constitution Boulevard Franklin Industrial Park Franklin Massachusetts 02038	01748	171 South Street Hopkinton Massachusetts 01748
42 South Street Hopkinton Massachusetts	108 South Street Hopkinton Massachusetts 01748	176 South Street Hopkinton Massachusetts 01748
228 A/B South Street Hopkinton Massachusetts 01748	117 South Street Hopkinton Massachusetts 01748	
228 C South Street Hopkinton Massachusetts 01748	5800 Technology Drive Apex North Carolina 27539	Oklahoma City Oklahoma 73108
7615 Smetana Lane Eden Prairie Minnesota 55344-3712	4121 Surles Court Durham North Carolina 27703	1 Dell Parkway Nashville Tennessee 37217
7625 Smetana Lane Eden Prairie Minnesota 55344	62 TW Alexander Drive Research Triangle Park North Carolina 27709	1225 Alma Road Suite 160 Richardson Texas 75081
1 Penn Plaza Suite 2920 New York City New York 10119	3501 SW 15th Street, Bldg A Oklahoma City Oklahoma 73108	200 Dell Way (RR5) Round Rock Texas 78682
1404 Park Center Dr. Austin Texas 78754	3501 SW 15th Street, Bldg B	12500 Tech Ridge Boulevard, Bldg PS4 Austin Texas 78753
4309 Emma Browning Avenue Austin Texas 78719	701 E. Parmer Lane, Bldg PS3 Austin Texas 78753	701 E. Parmer Lane, Bldg PS2 Austin Texas 78753
	701 E. Parmer Lane, Bldg PS3B Austin Texas 78753	9715 Burnet Road Metric - 7, Suite 300 Austin Texas 78758

5822 Cromo Drive
El Paso
Texas
79912

2300 Greenlawn
Boulevard (RR3E)
Round Rock
Texas
78682

501 Dell Way
(RR2)
Round Rock
Texas
78682

9830 Colonnade
Boulevard
Suite 380
San Antonio
Texas
78230

505 First Avenue South
4th Floor
Seattle
Washington
98104

2300 Greenlawn
Boulevard (RR3)
Round Rock
Texas
78682

2401 Greenlawn
Boulevard (RR7)
Round Rock
Texas
78682

501 Dell Way
(RR2W)
Round Rock
Texas
78682

13197 South
Frontrunner
Boulevard
Draper
Utah
84020

2401 Greenlawn
Boulevard (RR8)
Round Rock
Texas
78682

401 Dell Way (RR1)
Round Rock
Texas
78682

501 Dell Way
(RR2E)
Round Rock
Texas
78682

8444 Westpark
Drive
Floors 1, 3, 7, 8 &
9
McLean
Virginia
22102

- Define your standard terms of payment.

Dell Response:

Customer must pay Supplier's invoices in full and in the same currency as Supplier's quote within the time noted on Supplier's invoice, or if not noted, then within 30 days after the date of the invoice, with interest accruing after the due date at the lesser of 1.5% per month or the highest lawful rate. Supplier may invoice parts of an Order separately or together in one invoice. All invoice terms will be deemed accurate unless Customer advises Supplier in writing of a material error within 10 days following receipt. If Customer advises Supplier of a material error, (a) any amounts corrected by Supplier in writing must be paid within 14 days of correction, and (b) all other amounts shall be paid by Customer by the due date. If Customer withholds payment because Customer believes an invoiced amount is incorrect, and Supplier concludes that the amount is accurate, Customer must pay interest on the unpaid disputed amount from the due date until Supplier's receipt of payment. Customer may not offset, defer or deduct any invoiced amounts that Supplier determines are correct following the notification process stated above. Supplier, without waiving any other rights or remedies and without liability to Customer, may suspend Services until all overdue amounts are paid in full.

- Who is your competition in the marketplace?

Dell Response:

Dell Technologies offers one of the broadest portfolios of IT Solutions and Services. Our competition differs depending on the product or service being offered.

The technology market is increasingly competitive, but we don't see one single company or set of companies as our key competitors. Our business is diverse and strong, and we see ourselves in a truly differentiated position in the eyes of our customers. There really is not another company like Dell Technologies out there that can address so many customers needs today and in the future.

- What differentiates your company from competitors?

To find information on how Dell products and solutions compare against competition across a broad mix of head-to-head product comparisons, third party competitive research, compelling blogs and customer stories to make an informed purchase decision, visit the link below.

<https://www.dell.com/en-us/dt/what-we-do/competitor-comparisons.htm>

- Describe how your company will market this contract if awarded.

Dell Response:

Dell Technologies has successfully partnered with NCPA to help its members agencies meet their technology needs. In continuing with this tradition, Dell Technologies will provide a multi-channel plan to market and promote the NCPA Contract.

Supportive of our marketing strategies and communication for the NCPA Contract will be our SLED Strategists who are former government employees or educators. Our Strategy team members are well versed in Technology Solutions for Government and Education, and act as advisors, guides, and champions for the NCPA affiliated State and Local Government and Education Institutions.

Our marketing approach will focus on contract education to ensure optimal utilization by Dell Sales Teams.

Dell Technologies Marketing & Communication Plan for the NCPA Contract

Internal Marketing/Sales Enablement

- Dell Technologies SLED Strategists will conduct presentations to all Dell Sales Teams supporting Education and State & Local Government.
- SLED Strategy Team and Contracts Program Management Office hold monthly calls with our Education and Public Sales Teams – this will provide both an initial and on-going contract update forum.
- Dell Technologies will develop a NCPA Contract Release / Marketing document which outlines the scope of the contract, usage eligibility and contract ordering specifics for Dell Technology Teams.
- Dell Technologies will develop an internal web-based resource to provide details on the NCPA Contract for use by Dell Sales Teams.
- Dell Technologies will add the NCPA contract to the list of nationally available contracts within the public sector and present it during the monthly sales training on contracts.
- Dell Technologies, based on NCPA approval, will cascade all training and messaging to our Dell Sales Teams working with Education and Public Sector customers.

External Marketing/Sales Enablement

- Dell Technologies Public Sector Account Teams will promote the NCPA contract with their customers within the NCPA region with awareness flyers that show the value of the NCPA contract over list price.
 - Dell Technologies will develop, host and maintain a public-facing website with information on NCPA contract use, pricing, sales contacts, and reseller contacts.
 - Dell Technologies, based on NCPA approval, will work with the Value-Added Reseller community to expand the contract for their use in supporting NCPA members. This will be an extension of our current practice with the Dell NCPA Contract.
 - Dell Technologies will work with NCPA to develop Contract Communication Strategies tied to Regional SLED Events. An example would be contract marketing material for use at the “TECH Talk Live” event in Pennsylvania.
-
- Describe how you intend to introduce NCPA to your company.

Dell Response:

Dell has been on the NCPA contract for over a decade and our contract support teams and sales teams are very familiar with NCPA.

Contract Program Managers (CPM), Regional Account Managers and SLED Strategists are well versed in our SLED contracts. When a customer wants to make a purchase, these team members work with the Account Executive to identify the appropriate contract vehicle to enable the sale.

- **Regional Account Management:** Our regional account teams consists of general, technical, and specialty sales team members, and Dell Financial Services that will serve as the main point of contact for pre-sales design/pricing and post-sale account management activities.
 - **State, Local and Education (SLED) Strategists:** Our strategists are industry veterans who have extensive experience working in universities/public agencies and have led transformation projects. They will serve as advisors to assist customers with their transformation journey.
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Dell Response:

Dell Premier offers a suite of complementary tools designed to simplify and expand access to IT purchasing, discover insights for better asset management, and give you autonomy and control of the procurement process.

To learn more about Premier, visit: <https://www.dell.com/en-us/dt/premier-solutions/index.htm>

Using Dell Premier, you can:

- Shop a complete line of fully customizable business-class products, software & accessories.
- Set company-wide standards for product configurations, custom services and shipping options and purchase at your organization's negotiated rate.
- Prepare and save system configurations as an eQuote for repeat or future purchase at a later date.
- Retrieve and purchase sales-created quotes
- Purchase parts and upgrades for your existing hardware
- Retrieve detailed invoice, open order and purchase history reports or build your own report.
- Manage what users can see and do with defined access groups and user roles.
- Access your personalized Account page to manage your day-to-day account needs, like your address book, user access levels, reporting, and more. Orders that are placed via Dell Premier write frictionless to Dell's order management system, which means our customers typically receive their orders quicker and with less errors.
- You can also use the Dell Premier local online or global platform to integrate into your existing ERP or ITSM system.

A complete description can be found in Appendix D - Dell Premier for IT Procurement Overview

- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Dell Response:

Dell Technologies offers services in over 170 locations globally, including a direct service presence in more than 83 locations. Our technical support team is comprised of more than 7,500 technical support representatives and is backed by over 37,000 Dell Technologies services professionals.

At the heart of our customer service capabilities are our Customer Service Centers, giving you instant access to experts skilled in the latest technologies. Support and Operations Centers are located throughout the world in locations including the following primary centers: Boston Area in Massachusetts; Seattle, Washington, Bay Area in California; Draper Utah; Research Triangle Park NC, Burlington, Ontario; Barueri, Brazil; Cork, Ireland; Cairo, Egypt; Tokyo, Japan; Bangalore, India; Shanghai, China, and Sydney Australia.

Collaboration is also important, and our 12 Centers of Excellence and Joint Solutions Centers deliver in-house collaboration and industry-leading levels of support, leveraging Dell Technologies' alliances with leading application providers such as Oracle and Microsoft. Beyond this, we have deep partnerships with industry leaders and many cooperative support agreements to accelerate time to resolution for joint customers.

Customer Service boasts customer satisfaction ratings among the highest in the industry and has been widely recognized for leading the industry in established best practices, including best use of measurements and metrics. Dell Technologies has received over 40 Technology Services Industry Association (TSIA) Star Awards—and is a five-time recipient of the TSIA Hall of Fame Award—an accomplishment achieved by only one other company.

Support center coverage is 24/7 worldwide with support coverage delivered according to the customer's selected coverage. If onsite service is needed, the covering support center contacts the local field service representative (24x7 for high-availability contracts), which handles the case according to our formal escalation policy. For more information visit us on the Dell Technologies website:

<https://www.delltechnologies.com/en-us/services/support-services/index.htm>

Service is provided to customers based on their warranty and maintenance contract terms and their selected support maintenance option.

Contact Customer Service:

U.S.: 1-800-782-4362 **Canada:** 1-800-543-4782

Local dial numbers outside of U.S. and Canada can be found here: [Dell Customer Support Centers Phone list](#)

Hours of Operation: 7 x 24 x 365

For more information visit: [Dell Technologies Contact Us](#)

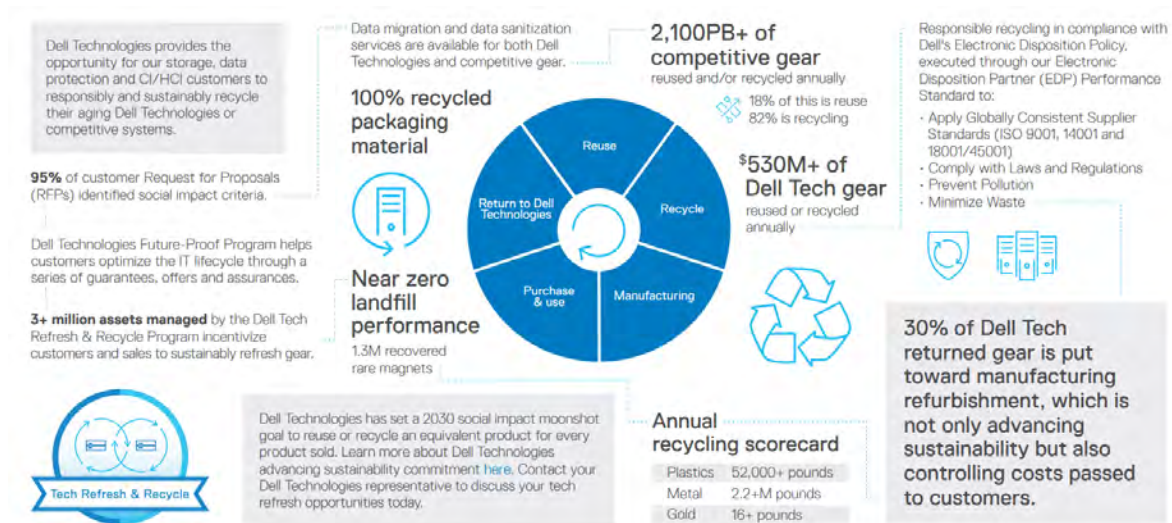
Customers in the USA can access Customer Support from Dell.com
(<http://www.dell.com/support/home/us/en/19?c=&l=&s=>)

Dell.com/support is an online support site with a number of tools that can be utilized by Dell customers. The content and site language is customized by country/region. You can select and default your home country or region at the bottom of the main page. Examples of the site functions are below. Some of these modules are not available in all countries.

- Product Support
 - Software Licenses
 - Warranty & Contracts
 - Order Support
 - Support Videos
 - Online Customer Care
 - Dell Download Center and Drivers
 - Service Request
 - Comprehensive records for inventory management
-
- Green Initiatives (if applicable)
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Dell Response:

Our 2030 Moonshot Goal for [Social Impact](#) focuses on four key areas with [Advancing Sustainability](#) being one of them - By 2030, for every product a customer buys, we will reuse or recycle an equivalent product. 100% of our packaging will be made from recycled or renewable material. More than half of our product content will be made from recycled or renewable material. [Tech Refresh and Recycle](#) is one of the many ways in which we are striving to achieve our sustainability goals.



Dell Asset Resale & Recycling Services

We help our customers resell, recycle, or return your excess computer equipment in a secure and environmentally conscious manner that complies with local regulatory guidelines. We meet or exceed all international standards such as the Basel Convention, EU WEEE directives and US environmental and data disposal laws (RCRA, CERCLA, SARA, HIPAA, GLB and CISL). To protect your company's assets and reputation in this area, we help ensure that sensitive information does not fall into the wrong hands while also promoting environmental stewardship.

- **Environmental stewardship:** Systems with no value are recycled in adherence with local regulatory guidelines such as the EPA and WEEE legislation and waste regulations.
- **Brand protection:** We can help you avoid the negative publicity that comes from a disposal process that goes wrong.
- **Retire multi-vendor assets:** Our services can be applied to all IT assets regardless of brand.

Asset Recycling

We encourage our customers to recycle their end-of-life assets. Dell will handle the logistics of properly disposing the excess equipment in an environmentally sensitive way. During the recycling process, IT components are broken down into primary parts with materials separated into groups of ferrous metals, precious metals, and plastics. Once divided, these materials are then sent to specific partners who specialize in the disposal of each unique material.

Asset Resale

We pick up our customers systems at designated location, ship them to our facilities, sanitize the device in alignment with NIST SP 800-88 standard, and audit the equipment to determine the value. We can also help with reselling it to a third party. Equipment that has no residual value is recycled.

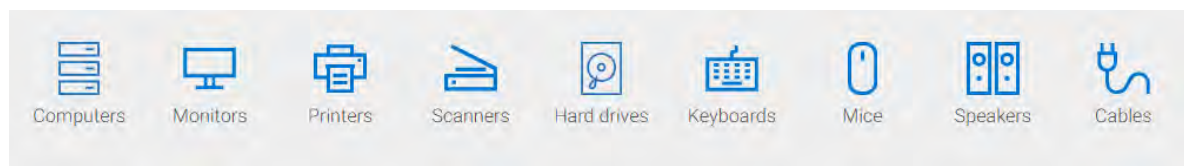
- **Onsite data sanitization option:** Provides an extra level of security because we sanitize the device in a secure environment at our customers site before it leaves your offices.

For customers who require nonstandard service or integrated deployments, Dell can provide flexible services, including custom Asset Resale and Recycling services.

Asset Records Management

We provide a detailed status report on the data sanitization and outcome of each retired system. We also can provide a Confirmation of Disposal to verify that the sanitization was successful or that the drive was shredded to prevent data recovery in the case of a non-functioning drive and that all recycling met or exceeded all local regulatory guidelines. In addition, for all equipment disposals, we provide a settlement report which lists the resell value of each piece of resold hardware and documents any other disposed equipment.

Dell Reconnect



Dell reconnect is a program that has partnered with Goodwill to keep electronics off landfills. Donate unwanted technology to Dell Reconnect and help protect the environment while supporting Goodwill mission of putting people to work. This includes chargers and cords.

- Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy.

Dell Response:

Diversity, inclusiveness and respect for all Dell employees form the basis of Dell's Winning Culture and are essential to Dell's success. Dell values each individual's distinct contribution and leverages our collective strengths to ensure that Dell remains the technology solutions company of choice for customers around the world. Please see Appendix B for Dell's Diversity and Equal Employment Opportunity Policy

- Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service

Dell Response:

Dell is registered in the State of Texas through the Secretary of State office registration #6260510

Please See Appendix G for requested documents.

Tab 5 - Products and Services / Scope

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Dell Response

Please see Appendix E for Dell's Limited Hardware Warranty, and Appendix F for Dell's Return Policy. These can also be reviewed at the following links.

[Dell Limited Hardware Warranty](#)

[Dell US Return Policy](#)

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Dell Response

Dell confirms that initial purchases will be new products. Dell uses new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and products. Refurbished parts and products are parts or products that have been returned to Dell, some of which were never used by a customer. All parts and products are inspected and tested for quality. Replacement parts and products are covered for the remaining period of the limited hardware warranty for the product you purchased. Dell owns all parts removed from repaired products and, in most instances, you will be required to return defective parts to Dell.

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Technology Solutions, Products and Services categories. List all categories along with manufacturer that you are responding with:

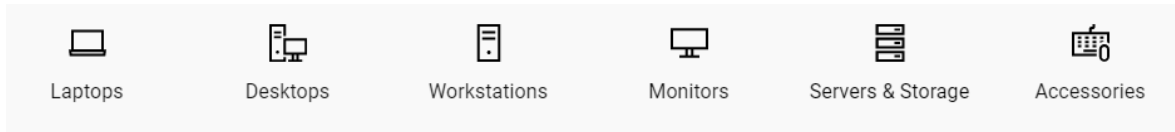
Products

- Laptops / Notebooks / 2-in-1s
 - Tablets
 - Desktop Computers
 - Workstations – Fixed and Mobile
 - Gaming Devices
 - Chromebooks – Education and Enterprise
-

- Servers
- High Performance Computing
- Data Storage / Drives
- Converged Infrastructure
- Hyper Converged Infrastructure
- Cloud Products
- Software
- Security Solutions
- Data Protection HW / SW
- Networking
- Internet of Things (IOT)
- Sensors & Edge Devices
- Printers & Accessories
- Digital Imaging – Cameras / Scanner
- Keyboard / Mice / Input Devices
- Memory / System Components
- Displays / Large Format Displays / Interactive Flat Panels
- Spare Parts
- Accessories / Cables
- Battery Back-up / Power / Surge Protectors
- Sound / Multimedia
- Telecommunications Products
- Video – Monitors / Cards / Projector
- Interactive Whiteboards
- Commercial-Off-the-Shelf (COTS) Software
- Software-as-a-Service (SaaS)
- Infrastructure-as-a-service (IaaS)
- Platform-as-a-Service (PaaS)
- Software Licensing and Maintenance Agreements
- Subscription Based Software Licenses
- Software Related Services

Dell Response

Dell is responding to this RFP with Dell OEM products. We offer a wide portfolio of products that includes:



Our Industry Specific Solutions can be found at:

- State and Local Government - <https://www.dell.com/en-us/dt/industry/state-local-government/index.htm>
- Higher Education - <https://www.dell.com/en-us/dt/industry/higher-education/index.htm>
- K-12 Schools - <https://www.dell.com/en-us/dt/industry/education/index.htm#cobrand=intel>

End User Computing and Peripherals

Desktop, Workstation Hardware

Standard Business Class Desktop, Workstation configuration

We recommend our OptiPlex 5000 and 7000 series Desktops. OptiPlex are the world's most intelligent PC's with built-in artificial intelligence. OptiPlex 5000 and 7000 series desktops learn and adapt to how you work with the intelligence of Dell Optimizer Express Response, which optimizes the performance of the user's top 5 apps so they can work at their full potential and increase productivity.

Specialty Class Desktop, Workstation configuration

We recommend our Precision 5000 and 7000 series Tower, Small Form Factor and Micro Form Factor PCs. Precision offers best in class Innovative Design, Intelligent Performance, Mission Critical Reliability and Immersive Productivity.

Laptop Hardware

Standard Mobile Laptop configuration:

We recommend our 3000 and 5000 series Latitude laptops for a Standard Mobile Laptop experience. Latitude offers industry-leading Innovative Design, Intelligent Collaboration & Connectivity and Sustainability features. Latitude laptops come in 13", 14" and 15" form factors.

Ultrabook Laptop configuration:

We recommend our 7000 or 9000 series Latitude laptops for a Ultrabook Laptop experience. Latitude products are smaller and lighter than ever with narrow border screens featuring ComfortView Plus, a built-in solution that reduces harmful blue light while delivering excellent color.

Ruggedized Laptop configuration:

Dell's Latitude Rugged portfolio of devices offers best-in-class durability, reliability, and field productivity, with both tablet and clamshell models to choose from. Latitude Rugged systems keep you in control of your technology with the same industry-leading security, manageability, and reliability as the rest of the Dell Latitude portfolio. Dell Latitude Rugged systems are also FirstNet Ready™ with Band 14.

Mobile Workstation (Additional Offering):

We recommend Dell Precision mobile workstations as they deliver versatile designs, intelligent

performance, and mission critical reliability to conquer the industry's most demanding applications. From award-winning filmmakers and animators to state-of-the-art architects and engineers our expansive professional portfolio enables you to customize the workstation and optimize them for your creative expertise.

Gaming PC Hardware:

We recommend our Alienware and G-Series laptops and our recommendations for desktops would be the Aurora line (R12, R13, R14) and for laptops would be the M15/M17 (R5, R6) or the X15/X17 (R1). Alienware is the gold-standard when considering gaming devices. Unmatched power and design with leading-edge materials and exceptional engineering, every Alienware device is built to reject limits.

Tablet Devices:

We recommend our Latitude 5320 2n1 and 7320 Detachable devices. Latitude 13" devices offer the perfect balance of performance, scalability and sustainability. The 7320 is the world's most powerful, secure, and serviceable detachable and is also the most intelligent, featuring ExpressSign-in.

Enterprise Chromebooks - Latitude / Enterprise

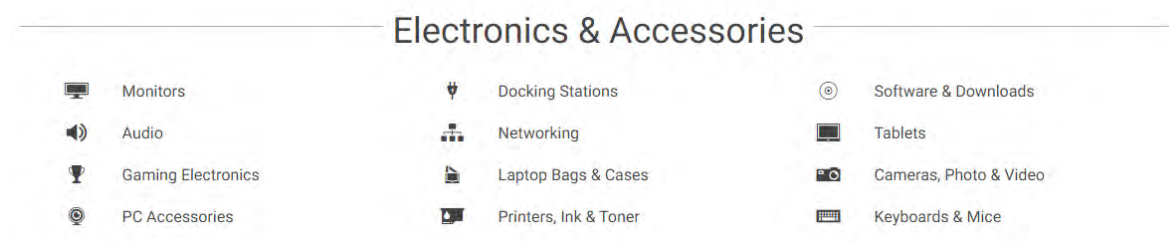
Enterprise Chromebooks are designed for durability, and some models are with a high standard of passing 17 MIL-STD 810G tests. Offering comprehensive serviceability and easy-to-upgrade RAM, storage, battery and processors so you can easily customize for your business needs.

Education Chromebooks – Student Laptops

The student version of Chromebooks is economically viable while being built to be student tough – rigorously tested beyond Mil-Std, tested to survive 5000 free fall micro-drops, while rubberized edges minimize the impact. Kid-proof keyboard and protected ports save the devices from accidental spills.

Peripherals and Accessories

Dell products are purposely built to work with multiple platforms. Our wide assortment of accessories ensure that the user fully gets to utilize our products.



In addition to Dell branded accessories, we also partner with industry-leading manufacturers to bring you a large assortment of world-class products. These manufacturers include top brands in each accessory category providing a wide assortment from premium to economic choices to suit our customer's budget.



Jabra



JBL



Logitech MK520 Wireless



Alienware RGB Gaming



Targus Drifter II Laptop



Logitech Zone Wireless



Lexmark C3224dw Color



Epson EcoTank ET-M1170



VisionTek VT1000 Dual Display

Our comprehensive accessories are listed in the table below, please note that products may be added or removed from this list:

Docks	Memory	Conference Room Solutions
Laptop Bags	Storage	Large Format Monitors
Power / UPS	Graphic Cards	Televisions
Displays and Monitors	Networking	Mounts and stands
Keyboard, Mice and Stylus	Drones	Charging Carts and Lockers
Cameras	AR/VR	Healthcare Carts / Mounts
Printers	Gaming	Furniture
Privacy Filters and Screen Protectors	Locks	Ergonomics
Audio Accessories	Cables	Home Automation



Additional accessories and options

- C. Cross strap 395-BBF
- D. Shoulder strap 750-AAxB
- E. Spare battery charger 451-BCDF*
- F. Vehicle dock DS-ELL-601
- G. Keyboard cover and kickstand 580-AGLS

* Some options may not be available in all regions

* Not pictured

9



Our deep understanding of our customers working environments has helped us select and offer the best accessories for each use case. Our SLED Account Teams are experts in our customer working environment and our offerings that suit them best. Using feedback from our customers, we have worked with third parties to create custom accessories that will deliver the best integration with our products – the image above shows accessories that are designed for our Rugged product lines. These accessories are designed and tested to work in harsh environments.

The benefits of buying from Dell all your 3rd party add-on products are that Dell will provide or facilitate the warranty service and maintenance for all the products on the Master Agreement either directly or pass-through from the third-party manufacturer. This makes it a one stop shop for all your purchase, warranty and sales tracking needs.

Infrastructure Solutions

Dell leverages a modern approach that helps our customers get more value from centralized IT solutions, data lakes, predictive analytics and digital integration. Dell's capability to provide End to End solutions help institutions reduce complexity and cost. Dell transforms higher education IT environments:

- **Data Storage, Management and Protection** - Dell Technologies can streamline data management through customized enterprise content and records management, risk and compliance management,

and data protection. We also can provide digital storage designed to satisfy workload and institutional needs for efficiency, performance and scalability.

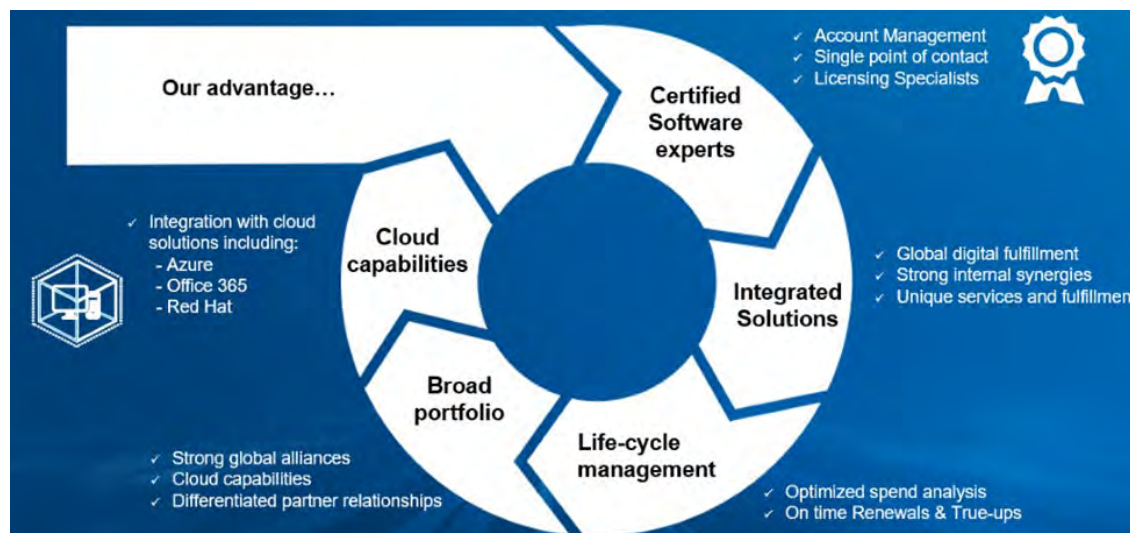
- **Modern Data Center** - Dell Technologies offers automated hyper-converged platforms to modernize higher education data centers and deliver an IT-as-a-service model. This way, institutions can provide primary IT functions to users, partners and the community as a self-service catalog, even in combination with public-cloud and managed services.
- **Digital Campus (IoT)** - Higher education can bridge information islands using Internet of Things (IoT) technologies from Dell Technologies. Our IoT experts work with universities on widely diverse projects. We also offer storage for IoT data and advanced data analytics to gain actionable insights from it.
- **Transform your High-Performance Computing** - From small institutions to some of the world's largest, researchers are pushing their discovery horizons with Dell Technologies high-performance computing (HPC) solutions.

Dell Partner Software Solutions

Dell Partner Software has been serving customers, including educational entities, since 1984, the year when Dell was founded. We make it easy to source traditional and cloud-based software licensing offerings through expertise, reach and influence. Dell Partner Software provides solutions for:

- Software Licensing and Maintenance Agreements
- Subscription Based Software Licenses
- Software Related Services

Dell's extensive experience working with software publishers and our customers enables us to efficiently navigate the complexities and processes of software licensing and help advocate for our customers. Within Dell Software, we have an entire organization dedicated to state and local government and educational accounts. This organization is staffed with capable, experienced, industry-savvy, and customer service-oriented people who understand that state and local customers have unique needs when it comes to budgeting, procurement and payment processes, dissemination of knowledge and information, and many other agency-specific items.



Dell Partner Software provides our customers with the industry's best customer experience along with a number of value-added services—all free of charge. Dell Partner Software also delivers value to our customers by making sure all members of our sales and customer service team receive ongoing training and earn industry certifications from the major manufacturers.

Dell Partner Software is the highest-level partner with major manufacturers including Microsoft, Adobe, VMware, Ivanti, Red Hat, BMC, Citrix, McAfee, and more. In fact, we sit on the advisory boards of most IT giants. It is not uncommon for manufacturers designing a new Volume License Agreement to consult with Dell Partner Software.

We offer a strong portfolio of software products and serve as a trusted advisor to our customers throughout the software procurement and implementation lifecycle. We offer comprehensive software portfolio management, license management, and assistance to enable our customers to optimize spend through expert guidance.

Commercial-Off-the-Shelf (COTS) Software

Dell Partner Software is the highest-level partner with major manufacturers including Microsoft, Adobe, Amazon, VMware, Ivanti, Red Hat, BMC, Citrix, Trellix, and more. In fact, we sit on the advisory boards of most IT giants. It is not uncommon for manufacturers designing a new Volume License Agreement to consult with Dell Partner Software.

We offer a strong portfolio of software products and serve as a trusted advisor to our customers throughout the software procurement and implementation lifecycle. We offer comprehensive software portfolio management, license management, and assistance to enable our customers to optimize spend through expert guidance.

Software-as-a-Service (SaaS)

Dell Partner Software teams with some of the industry's leading providers of SaaS products to provide our customers with a plethora of products that fulfill their SaaS needs. Some examples include Microsoft (M365, D365, etc.), Adobe (Creative Cloud), Amazon Web Services, VMware, and Google (GCP, Workspace) as well as many others.

Platform-as-a-Service (PaaS)

Dell Partner Software is a leading provider of PaaS options for our customers, offering a wide variety of cloud-based solutions. These include Amazon Web Services, VMware, Google, and Red Hat. These solutions provide the platform for our customers to deploy, provision and run applications without needing to build out the underlying infrastructure.

Software Licensing and Maintenance Agreements

Our software specialists are highly trained in the nuances of software licensing and maintenance Agreements, providing our customers with a true trusted advisor to help navigate these complicated agreements. For example, all of our software specialists carry the Microsoft Certified Professional certification, and members of our team hold certifications with a host of other publishers. Not to mention that we have licensing specialists that are solely dedicated to our major publisher partners for a deeper understanding of those agreements.

Subscription Based Software Licenses

Dell Partner Software is a major reseller of subscription-based software licenses across the entire spectrum of the industry. Additionally, our software specialists are highly-trained to assist our customers to help determine the best licensing model that would most effectively meet their business needs, be it subscription, on-premise or a mixed model.

Services

- Deployment & Installation
- Professional Services
- Consulting Services
- Security Services
- Business Continuity / Business Resiliency
- Disaster Recovery
- VMware Professional Services
- Microsoft Professional Services
- AWS Product and Services
- Application Services – End User
- Application Services – Data Center
- Residencies
- Managed Services – End User
- Managed Services – Data Center
- Education & Training
- Telecommunications
- Product Configurations
- Product Support
- Warranty
- Asset Lifecycle Management
- Asset Recovery

Dell Response:

Technology Services Overview:

Our services include a broad range of configurable IT and business services, including infrastructure technology, consulting and applications, and product-related implementation, deployment, and support services. We manage our services based on a customer engagement model, which groups our services with similar demand, economic, and delivery profiles into five categories of services: Consulting and Professional Services, Deployment and Lifecycle Services, Managed Services, Education Services, and Support Services. Within these categories, we offer a variety of discrete and customizable services to our customers as part of an overall solution. Without going into the extensive range of offerings – [Dell Technologies has over 460 discrete service offerings and can customize the right solution for EVERY customer](#) - let us share some examples on how Dell Services can help accelerate your transformation.

While many customers have a defined IT and Transformation strategy, the underlying roadmap on how to get there is not always clear, resulting in limited executive sponsorship and a lack of alignment across various departments and areas of operations. Our [Professional and Consulting Services](#) can help by assessing your environment and building a transformation, implementation, management, and lifecycle support plan that achieves the desired outcomes aligned to the institutions vision and strategy. Additional specific details around our Workforce Consulting, Application Analysis and Modernization, Hybrid / Multi-Cloud, Cyber Security / Business Resiliency, Data Center Consolidation, and other services are provided here or in the “Value Added” section in this response.

For IT the directive has changed from “do more with less” to “do more with less...faster” as time expectations of the technology world are compressing exponentially. This requires the deployment of new

and more efficient infrastructures, modern collaboration, and communication tools, as well as the right end user devices. Our [Deployment Services](#) can help your organization embrace new technologies by accelerating deployment and adoption so you can execute digital strategies and drive toward the desired outcomes. The services include Configuration and Implementation Services, On-site and Remote site Deployment Services, Image Provisioning, and full Lifecycle Management Services, including sustainable asset recovery and recycling, and additional details around these services are available here and in the “Value Added” section in this response.

[Managed Services](#) allows you to offload day to day IT operations by combining on-site and remote end-to-end management and operation of your infrastructure or client devices, allowing your resources to focus on more value-producing and strategic initiatives. These managed services include a full range of offerings, including on- and off-premises management of client and/or infrastructure, co-location management, security monitoring and a host of other managed services capabilities. Additional details are available here and in the “Value Added” section and the Addendum to this response.

Many organizations recognize the competitive nature of finding and retaining a skilled IT workforce. Dell Technologies Services can augment your in-house skills with consultants and technology experts through Staff Augmentation and expert Residency services, enabling you to shift focus from day-to-day management to critical IT and business initiatives. This includes delivering [Support Services](#) that utilize our experts as well as AI, machine learning and deep learning to optimize performance while predicting, preventing and proactively resolving issues. Further detail is available in the Addendum section of this response.

A full range of training and [Education Services](#) to help you upskill your teams by identifying knowledge and skills gaps and define a continuous learning strategy skills are up to date, for all of Dell Technologies’ hardware platforms and all the most in-demand application, infrastructure, communications, application development and other environments.

Financial Services Offerings:

- Infrastructure-as-a-Service (IaaS)
- Leasing for Public and Private/Commercial Entities with schedules included for:
 - Fair Market Value Lease
 - Purchase Option Lease
 - Tax Exempt Lease Purchase Lease
 - Flex Lease Purchase
 - PC-as-a-Service
 - Software Schedule
- Deferred Payments (Direct and Indirect Financing)
- Payment Agreements
- Usage Agreements

Responses:

Dell Financial Services

Dell Financial Services, L.L.C. (DFS) is a dedicated financial services entity focused on the financial and technology management needs of Dell's customers. Obtaining computer equipment is only the beginning. DFS provides a variety of payment solutions that allow our customers to acquire multi-vendor hardware, software and services.

Our flexible payment solutions offer an end-to-end solution across Dell Technologies in addition to products from other manufacturers or vendors hardware, software and services.

Over the past twenty-five years, DFS has originated over \$90 billion in leases. Annually we fund over \$8 billion in revenue, and we currently have \$12.5 billion in managed assets. DFS operates in over 50 countries with 1500 employees around the globe.

Our mission at DFS is to help Public Agencies using the NCPA get the technology they need today and expand acquisition opportunities within current budget allocations. You will find a wide range of flexible programs all aimed at making acquisition easy and affordable, whether you are on a regular rotation program, unsure of your long-term plans, or seeking an affordable method of financing equipment, software, and related services. Our portfolio of payment solutions can help you meet business challenges. DFS is committed to your success.

MyDFS

DFS strives to empower our customers to manage their business with DFS online globally. DFS is in the process of launching a new online portal which will bring a number of exciting capabilities to our customers and will continue to improve the DFS experience.

A highlight of the new enhancements through 2022 will include, but not limited to:

- Dashboard and portfolio visualization
- Provides a consistent look and feel with other Dell platforms including single sign-on
- Contract, asset and invoice data management and document retrieval.
- Online Schedule Acceptance (OSA) – US- Commercial customers only
- Standard and custom reporting capability
- End of lease capabilities at both contract and asset level.
- Customer administration feature to self-manage data and user capability access.
- General support requests

Minority Financing

Through a strategic arrangement with Pharos Financial Services L.P. (PFS), DFS can help facilitate technology ownership and rotation programs to customers desiring a Minority Business Enterprise (MBE) or Historically Underutilized Business (HUB) lessor. Available in the United States only.

These programs can benefit customers in a number of ways:

- Demonstrate public policy support
- May provide bidding advantages on government contracts
- Cultivate greater customer loyalty

The collaboration between PFS and DFS also offers a number of advantages:

- Access to DFS financing program benefits including customized payment structures, electronic invoicing, asset reporting and a flexible end-of-lease process
- Single-source contact for equipment and leasing needs
- One-stop shopping for service
- Speed to production and delivery
- Easy equipment upgrades and enhancements

Unlike a complete outsourcing solution, you remain in total control of key strategic decisions with PFS minority financing solutions.

Response to Specific RFP Provisions

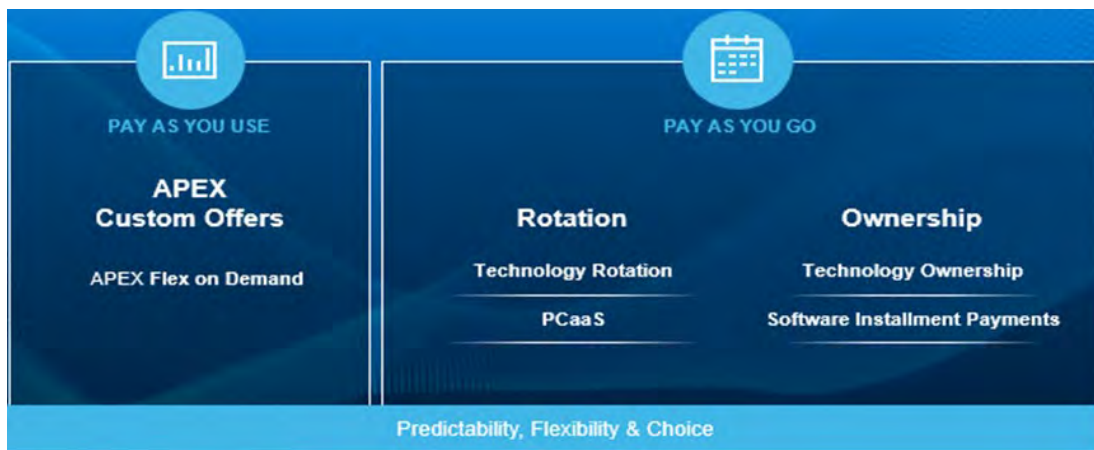
Many of the terms and conditions presented in the RFP are applicable to straight procurement/purchase transactions and not to leasing and financing and other flexible payment solutions, which are made available directly through DFS or PFS in accordance with one or more of the separately negotiated DFS or PFS lease or finance agreements ("Lease(s)"). Since the current RFP does not contain any Lease terms and conditions, any eligible Public Agency under this RFP authorized to execute such Leases under applicable law must execute a separate Lease directly with DFS or PFS for the hardware, software, and/or services being procured under this RFP. Each Lease will separately establish a long-term (beyond net 30 days) financial relationship between DFS or PFS and each Public Agency procuring under the NCPA contract). Any Lease solutions will be subject to the terms and conditions of the corresponding DFS or PFS Lease. Each eligible Public Agency will be required to separately negotiate the terms and conditions of its Lease with DFS or PFS directly. To the extent of any conflict or inconsistency between the terms of the DFS or PFS Lease and the terms of this RFP, the terms and conditions of the DFS or PFS Lease will prevail.

In addition, Dell may offer consumption-based models under its Dell APEX Flex on Demand Program ("FOD") as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement ("MFCA"). Any FOD solution will be subject to the terms and conditions of the MFCA only, an example of which is attached hereto in Appendix H. Eligible customer shall negotiate the terms and conditions of such FOD solution directly with vendor or its designated affiliate or its authorized distributor/partner/reseller, including, but not limited to, the MFCA, any flexible consumption schedule ("Schedule"), and any other documentation that may be required for such transaction. The parties recognize that the MFCA and any Schedule executed by the parties hereunder are separate and independent agreements between the eligible customer and Dell or its designated affiliate or its authorized distributor/partner/reseller, with the terms thereof constituting the entire agreement for such transaction. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of the RFP, and

conditions of the MFCA will prevail for such offerings. Samples of the MFCA, Schedules, and any other related documentation that may be applicable are attached in Appendix H.

Flexible Payment Solutions Enabled by Dell Financial Services

DFS' payment programs offer flexible end-of-term options designed to suit each entity's unique needs. Payment terms are generally from 24 through 60 months and are tailored to match the essential useful life of the equipment to the payment term. Payments can be billed monthly, quarterly, semi-annually or annual, in advance.



Pay as You Go Solutions

These solutions are ideal for predictable and stable workloads but can be structured in different ways to accommodate different needs.

Technology Rotation

[Lowest total cost of ownership with multiple structures to support different business cases](#)

Technology Rotation is a business strategy enabling organizations to maintain liquidity, take advantage of current-state technology, and contribute to the circular economy. When you choose a technology rotation strategy, you can structure payments to align to business needs. Whether you need payments to start small and grow as your business grows, you want to align payments with deployments, or you want to simplify billing and asset management, we can customize a solution that meets your exact needs. By utilizing Technology Rotation, organizations can accelerate and enhance digital transformation with a planned refresh of assets that can help overcome challenges throughout the technology lifecycle.

Technology Ownership

[Complete, simplified structured solutions that can improve cash flow](#)

In some instances, it makes sense to own technology. In that case, our technology ownership solution provides a simple structure for you to spread costs over time rather than incurring upfront costs. Complete systems including hardware, software, and services can be purchased this way.

PC as a Service- Lifecycle Management

[Dell PC as a Service \(PCaaS\) delivers a modernized employee experience with a single, predictable price per unit per month.](#)

PCaaS combines the latest hardware, software, lifecycle services and financing into one all-encompassing solution. PCaaS offers one-stop financing for PC hardware, software and services:

- Financing that is seamlessly integrated into the PC lifecycle management process

- Flexible financing options (flex up, down and mid-term upgrades for more than 300 units)
- 36 and 48 month terms
- Dedicated experts with technical knowledge and financial acumen

Software Installments

Lock in costs while beating budget constraints with publishers' pre-paid and multi-year maintenance discounts

Our Software Installment payments allow you to pay for and access software in more flexible ways. Payments can be tailored to meet your needs including deferrals and can be set monthly or annually. These installments can be applied to software with or without the purchase of hardware and can also be applied to license agreements. (example TLA, ELA)

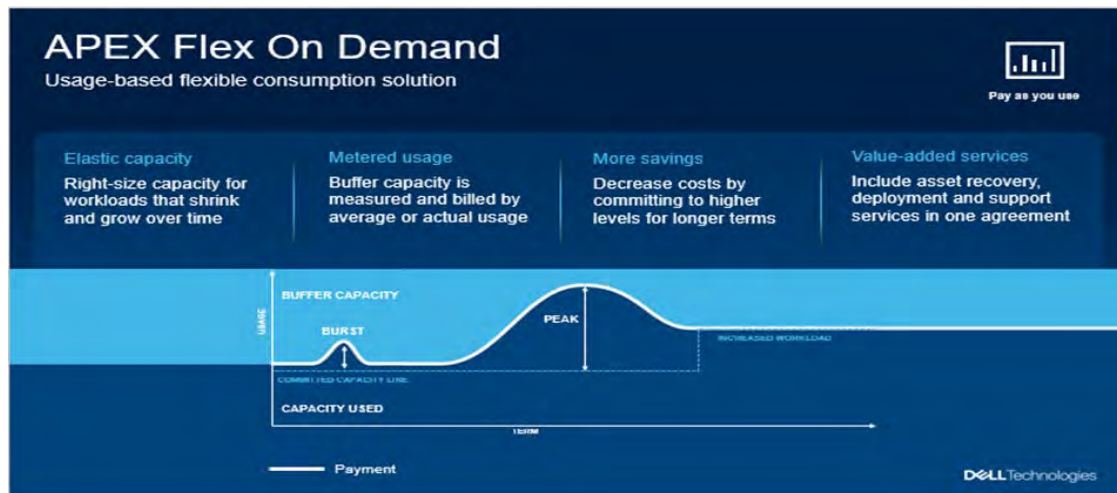
Payment Flexibility Program

Increase buying power through low rate promotions and payment deferral offerings

Whether you are choosing a rotation or ownership strategy, we realize that flexibility is KEY.

We have created a **Payment Flexibility Program** to ensure that you will be able to address budget constraints by taking advantage of low-rate promotions. When cash flow is limited, deferrals can help keep budgets on track and in uncertain business climates you might be hesitant to make a long-term commitment so we are offering shorter terms.

DFS Master Usage Agreement and usage schedule can be utilized for structures: IT as a Service (ITaaS) and cloud related Services offering may include: Software-as-a-Service (SaaS), Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS), Storage-as-a-Service, Device as a Service or PCaaS.



APEX Flex on Demand

Customers are often looking for a solution that allows them to pay for only what they truly use. Flex on Demand offers elastic capacity and pay for use economics. Many customers looking to take advantage of public cloud economics and flexibility turn to Flex on Demand. With Flex on Demand you can take advantage of:

Elastic Capacity

Provision the right-sized amount of capacity for workloads that shrink and grow over time – committed capacity can be adjusted as needs evolve.

Metered Usage

Buffer capacity is measured at the technology level and is billed by average or actual usage preventing overspending for underutilized capacity.

More Savings

Determine the level of commitment right for your organization and drive lower usage charges by selecting higher levels of committed capacity and longer usage periods.

Value Added Services

Include asset recovery, deployment and support services in one agreement.

Master Lease Program

For large-scale acquisitions (in excess of \$250,000 in financed equipment over the next 12 months) and/or the ability to upgrade PC-related equipment continually, with minimal additional paperwork, the Master Lease Program is the most efficient choice.



Streamlined transactions - Accelerate the acquisition of IT solutions with a financing process that is seamlessly integrated with Dell Technologies



Simplified acquisitions - Acquire the technology you need from any vendor without renegotiating basic financing terms and conditions



Electronic documentation - Contract within a modern financing infrastructure, where digital documents eliminate the need for hand copy signatures



Self-service - Leverage DFS Online Services to accept lease schedules and view leased asset reports online



Ease of use - Finance the entire transaction by designating 'DFS Lease' on the purchase order

End of Term

The circular economy is aimed at eliminating waste and the continual use of resources. End of term options are focused on making the return part of the cycle easy and efficient. DFS recognizes that an ineffective end-of-term process can diminish the potential benefits of leasing. DFS understands that the elimination of obsolete systems promotes the continued mission of your business and the role of the technology department. Accordingly, your dedicated DFS sales team will work with you to provide the tools to help you make the right decisions at lease termination.

Easy end-of-term process - 6 month notice and options that include renewal, return and purchase of equipment, dependent on contract type.

Auto renewal periods - Practical automatic renewal periods. It's your choice at the end of a lease whether to extend, return, or acquire the asset.

Straightforward returns - A straight forward approach to returns. Acceptance of returned items whatever their condition and stops the lease charges.

Environmental sustainability - Asset refurbishment processes go beyond minimum standards and are regularly reviewed to ensure that they remain as environmentally sustainable as possible.

End-of-Term Administration - DFS feels that one of the keys to an efficient end-of-lease process is a clear customer understanding of the roles and responsibilities of the end-of-lease process. DFS maintains resources specifically to assist you with management of leased equipment coming out of the leasing cycle.

Fewer Damage Charge Categories - DFS offers a simple and easy returns process with only a limited number of missing, wrong, and damaged categories. We do not bill MWD in excess of a system's Fair Market Value and all charges below assume at least 80% of the items are returned without other damages or missing items.

Tab 7 - Pricing

Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc.). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Dell Acknowledges.

A separate pricing file has been uploaded to Bonfire Portal.

Tab 8 - Value Added Products and Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

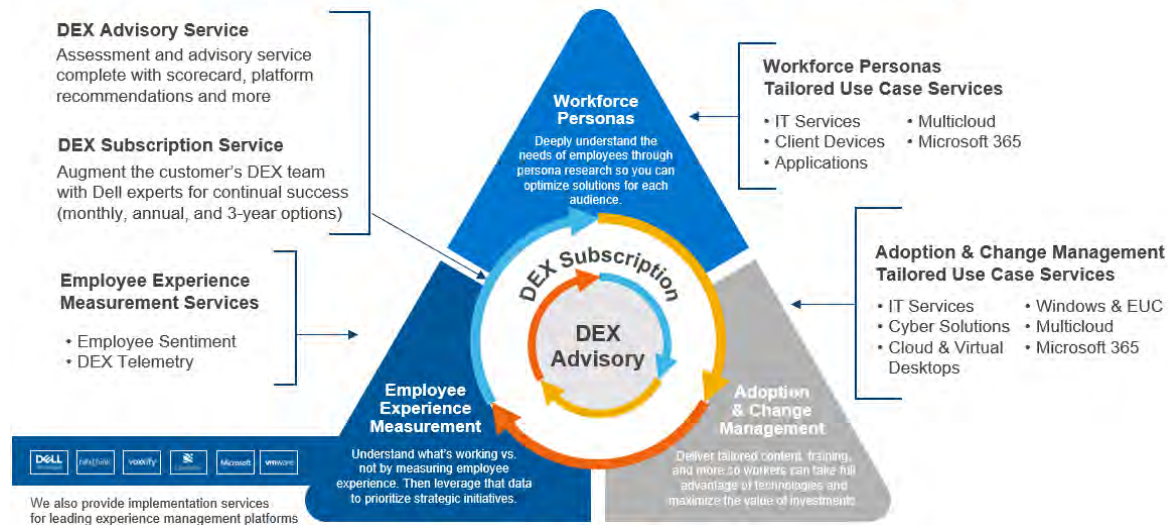
Dell Lifecycle Services

Consulting and Professional Services

Dell Technologies' Professional Services focuses our efforts on addressing transformation initiatives that are encompassed by four main areas – the most common areas we see our customers facing challenges with. Using our outcome-focused approach, Dell Technologies Services accelerate your ability to effectively deliver a wide range of strategy, deployment, migration, and design services for:

- Modern workforce
- Applications & data
- Multi-Cloud
- Cyber Security / Business Resiliency

Digital Employee Experience (DEX) Services



Modern Workforce: Empower your workforce with modern technologies that optimize experiences and simplify the consumption of IT services

- **Digital Employee Experience** - Employee Experience encompasses everything that is experienced (or lived and felt) by employees throughout the course of their day. This includes interactions with the people, processes and technology within your organization. Why should you care? Digital Employee Experience plays a major role in employee happiness. It impacts retention, engagement, productivity and more. In a Harvard Business Review survey, 82% of respondents said employee happiness is impacted by workplace technology, and 77% said good

employees will look to move on without the tools, technology and information needed to do their job well. Digital Employee Experience is one of the most important subsets of Employee Experience and is focused on enabling employees to do their best work with the right technologies and services tailored to their needs.

Dell's answer to these challenges is in helping our clients create successful digital employee experiences by putting your people first and making sure they have what they need to do their best work and be their best selves no matter when or where they work. We take a unique, pyramid approach, helping you with:

- **Workforce Persona Services**
 - Role-based personas to understand each user's IT needs
 - The right applications, data, and devices delivered to optimize experience
 - **Adoption & Change Management**
 - Tailored plans to address the human side of technology change
 - Accelerated technology adoption
 - **Employee Experience Measurement**
 - Measure employee experiences and IT sentiment
 - Understanding of what's working and how to adjust IT strategy to improve
 - **Maximizing your Microsoft 365 Investment** - Dell Technologies provides services for every step of the Microsoft 365 journey, including:
 - **ProConsult Advisory Services for Microsoft 365:** Educate organizations on Microsoft 365, incorporating whiteboard sessions, as-is / to-be discussions, align business outcomes and strategy, and provide a Microsoft 365 roadmap.
 - **Security and Compliance Services:** Designed to help you assess, plan and implement the Microsoft 365 features that will provide your organization with the security posture you need.
 - **Network Readiness Assessment for Microsoft 365:** Leveraging a variety of tools to assess enterprise voice experience and perform synthetic transactions across the Microsoft 365 cloud platform.
 - **Services for Microsoft 365:** Dell Technologies offers a holistic approach to helping customers design, deploy and migrate to Microsoft 365 inclusive of a variety of cloud productivity workloads such as Exchange Online, SharePoint Online, OneDrive for Business, Teams, Teams Rooms, Dynamics 365 and more.
 - **Management Services for Microsoft 365:** Provide ongoing administration and management for day 2 operations of Microsoft 365 environments for customers who are looking to out-source daily care and feeding of their Microsoft 365 environment.
 - **Accelerate Modern Teamwork** - To Accelerate Modern Teamwork, we provide your workforce with a consistent, modern and secure collaboration platform incorporating, personalized experiences built on right devices, apps and peripherals; cloud-based calling and meeting capabilities; services to maximize the value of technology investments and enable day 1 productivity; and intelligent meeting spaces.
 - **Services for Microsoft Teams**
 - Modern teamwork capabilities
 - Digitized legacy business processes
 - Cloud-based calling & meeting
 - **Services for Dell Meeting Space Solutions for Microsoft Teams Rooms**
 - Dell's leading displays and compute infrastructure for Microsoft Teams
 - Intelligent meeting space capabilities
 - **Modern Client Management and Provisioning** - To accelerate modern client provisioning we focus on optimizing the PC deployment, consumption and management experience, and streamlining procurement and deployment of the entire Dell client device portfolio:
 - **Persona-based Ordering**
-

- Workforce Persona Services
 - ServiceNow Premiere Integration
- **Managed in the Cloud**
 - Client Deployment Assessment
 - Services for Azure Active Directory
 - Connected Provisioning
- **Managed Services**
 - Managed Detection & Response
 - ProManage
 - Client Managed Services
 - Lifecycle Hub Managed Services
- **Dell Factory Services**
 - Provisioning
 - Packaging
 - Quick Start for Intune or Workspace ONE
- **Cloud Productivity & Identity** - Dell offers a robust portfolio of solutions to modernize your workplace productivity, collaboration and security tools to enable innovation and drive business forward. Many of our Cloud Productivity and Identity solutions are centered around the Microsoft ecosystem. We're one of the largest and most credentialed Microsoft partners in the world with over 30 gold and platinum certifications and offer end-to-end services including licensing, advisory, planning, implementation and managed services. We're also members of the Microsoft Intelligent Security Association and offer services that align with both the Microsoft Zero Trust security model, as well as the NIST Cybersecurity Framework.
- **Digital Services Management** - Another key area of workforce modernization is Digital Services Management, which includes self-service portals or IT services platforms. Dell's Digital Services Management solutions are designed to help organizations innovate, optimize and automate IT services for the modern workplace, including digital marketplace services, workflow & automation services and intelligent operations and managed services. We can help you deliver beyond customer expectations and design a digital marketplace experience to drive efficient IT operations at scale. These capabilities:
 - **Digital Marketplace Services** create the experiences that your employees are seeking. We enable you to deliver enterprise services through a consumer-driven digital experience tailored to role and requirements. These experiences and interactions drive employee adoption of automated self-service ordering and fulfillment.
 - **Workflow & Automation Services** accelerate implementation of end-to-end workflows that drive consistent repeatable, reliable, and auditable operations. The Dell Technologies difference here is we provide direct integration with our systems, databases, and supply chain to accelerate end-to-end fulfillment of service requests.
 - **Intelligent Operations & Management Services** help our customers achieve data-driven operations by unifying their enterprise technologies and infrastructure with the NOW platform. By unifying all your data sources, you can leverage telemetry and insights to proactively manage, predict, and self-heal to minimize downtime and disruption to the business.
- **VDI & Workspace Platforms** - Dell's Virtual Desktop Infrastructure (VDI) and Workspace Platforms truly enable work from anywhere with secure solutions and hosted VDI options that simplify IT management and provisioning. This has become especially important for our clients adopting a hybrid work model, but remote and hybrid work isn't the only scenario that benefits from VDIs. Virtual desktops are more efficient than ever to deploy, manage, and seamlessly integrate with existing workplace apps and services, providing a centrally managed, secure, cloud-hosted environment for modern teams to thrive.

Applications & Data Services

Gain a competitive edge using modern data and application patterns and technologies

- **Application Portfolio Optimization** - All IT organizations need to decrease cost and complexity to be successful. Eliminating technical debt and simplifying the IT environment will deliver business results quickly while increasing agility and speed to adapt to the rapidly changing world. Looking across the entire application portfolio we define which applications should be made cloud native, which can benefit from operational efficiencies, which should adopt more effective operation models, and which should be retired.
- **Attribute Discovery** - To make an accurate decision for an application's future state requires data about that application. Depending on the depth and breadth of target landing zone options being considered, over 100 attributes may be needed. So, for a portfolio of 1000 applications, this could mean over 100,000 attributes will be needed to complete the analysis. We do this by leveraging existing assets and tools and where needed, using advanced electronic discovery tools to give us a complete picture of your existing application landscape.
- **Investment Strategy** - Prior to considering where to land an application and how to get it there, each application needs to be assessed to determine if the application warrants investment and, if so, how much. This requires looking at the impact the application has on the business first, then considering technical, operational, architectural and design issues as a follow-up. Determining where an application should be deployed in the future is critical. Our Cloud Disposition service provides the answers you need to transform each application in your portfolio and determine whether you Retain, Retire, Modernize, or Migrate.
- **Landing Zone Strategy** – Dell Technologies Services will help you look at selecting the best landing zone for each application. It is important to note that the analysis shifts and along with business characteristics, more technical characteristics come into play.
- **Transformation Pathway** - Our eight 'R's approach to transformation pathways helps organizations determine the end-state and disposition of applications. Our model has evolved from 4 basic dispositions (Retain, Retire, Rewrite, Re-platform), to the more comprehensive 8-step process listed below. This expansion was based on the need to meet the challenges of an "aaS" market that has grown in size and complexity. More importantly, we focus on the work effort associated with each pathway and weigh that against the near and long term risks and benefits with each.
 - **Replace** - Eliminate the former application component altogether and replace it, taking new requirements and needs into account
 - **Rewrite** - Rebuild or rewrite the application as cloud native while preserving its scope and specifications
 - **Refactor** - Materially alter the application code to a new application architecture and fully exploit new and better capabilities of the application platform
 - **Replatform** - Restructure and optimize existing code without changing its external behavior to remove technical debt and to improve the component's features and structure
 - **Rehost** - Redeploy the application to a cloud infrastructure without recompiling, altering the application code, or modifying features and functions
 - **Retain** - Leave the application in its current state. These applications may be re-evaluated at a later stage for potential rewrite. These can be migrated as forklift or P2P
 - **Retire** - Retire the application as it may be at end-of-life stage or its functionality has been replaced by another application
 - **Retire & Archive** - Archive the application data to support long-term data access and compliance and retire the application
- **Application Migration Services** – Applications that are implemented on existing infrastructure may not be able to provide the scalability and resiliency needed to meet these needs. In some cases, virtualizing applications on newer, more modern platforms is the answer. In other cases, businesses may look to leverage private, public or hybrid cloud environments to achieve the flexibility, scalability, resiliency and economy they desire. And sometimes packaged applications and operation systems may need to be replatformed and

upgraded. For all of these cases, existing applications may need to be redeployed from their current operating environment to another environment. **Dell Technologies application migration services** provide a factory-based approach to application migration. With this approach, we address the end-to-end migration life cycle from discovering dependencies, to developing the migration plan, to executing the migrations, to validating the migrated applications

- **Cloud Native Apps** - Cloud-native describes the patterns of high performing organizations delivering software faster, consistently and reliably at scale. DevOps, Continuous Delivery and Microservices provide the how, why and the what of cloud native. DevOps is how we approach the cultural and technical changes required to fully implement a cloud-native strategy. Continuous delivery is why software is becoming cloud-native and microservices is the software architecture pattern used most successfully to expand development and delivery operation and avoid slow, risk, monolithic deployment strategies.
 - **Application Modernization for PCaaS / CaaS** - Quickly identify and transition applications to cloud platforms with minimal refactoring. Three (3) sprints are the standard starting point. Over the course of the engagement, we evaluate architecture and operational decisions as well as development and deployment practices. Our work culminates in a prioritized backlog of improvement opportunities; foremost recommending tactical changes and enhancements that will reduce technical debt of container platform scalability, improve test automation, and introduce continuous delivery.
 - **Enterprise DevOps Implementation** - DevOps services help align your application development and IT operational teams through the use of agile techniques – including sprints, continuous integration, and continuous deployment – as part of the SDLC process. Offerings range from **Advisory services** to **Implementation services** designed to prove viability, to develop patterns and repeatable processes, and full scale implementation. Transformation of application development and operational teams by improving the way that people, processes, and technology work together.
 - **Infrastructure as Code Design and Implementation** - The **Infrastructure as Code (IaC) Design & Implementation service** builds the requisite tool chain and delivery pipeline to manage infrastructure and changes to infrastructure using best practices from software development and release management disciplines. This service introduces new tools common to software development, like version control, and couples them with automation capabilities. This service then maps them to new practices and processes for creating, updating, monitoring, and managing infrastructure services.
 - **Solution Architect Advisory** - Support from product specialist and subject matter experts to overcome unique challenges. Working together to improve project outcomes and maximize on-the-job skills enablement. The **Solution Architect** will work on a prioritized backlog with designated project anchors from your organizations throughout the duration of the engagement.
- **Data Driven Enterprise** - We offer our customers a portfolio of services that are based on the years of experience from our team of consultants and engineers so that they are repeatable and have predictable outcomes. Dell Services use proprietary methodologies that are designed to help customers get the maximum value from their Dell Technology investments in the shortest amount of time with the least risk possible. And our portfolio allows us to work with you no matter what your needs might be, whether you are already moving through the transformation process, or just beginning, we have services that will meet you wherever you are in your digital journey. Our goal is to help you in your business's transformational journey.
 - **ProConsult** - Apply standard offering and methodology to planning of analytical platform and architecture modernization
 - **Technology Advisory** - Develop a technology architecture and roadmap to implement new or enhanced capabilities into a production environment

- **Healthcheck** - Assess existing architecture and provide recommendations to better align it with industry best practices and benchmarks
- **Data & Platform Migrations** - Migrate legacy data platforms to more modern, Hadoop-based platforms
- **Solutions & Storage Implementations** - Integrate Dell Ready Solutions for AI / Big Data or architectures using Dell EMC storage products (e.g., Isilon, ECS)

Multi-Cloud Services

Optimize cloud infrastructure services to cost-effectively drive business growth

- **Cloud Platforms** - There are many considerations when building a cloud service delivery model. Dell Services provides a variety of **consulting, design, advisory, and implementation services** for an organization's multi-cloud journey. We know it can be challenging to define and implement a coordinated cloud strategy. We've seen this firsthand, as we have consulted thousands of customers on their cloud adoption journeys. Through these engagements, we have identified and refined a proven **four-step approach** that helps organizations better understand the tasks that are necessary to meet objectives across various lines of business. In each of these areas, there are technology outcomes needed to deliver on business outcomes. While each of these are important for you to ultimately be successful, each of the downstream activities rely on the decisions made during the Strategize stage.

Whether your organization is undertaking a company-wide cloud transformation or scaling your cloud to accommodate special workloads, Dell Technologies offers a broad portfolio of services to empower your teams and help you realize your business outcomes. From strategy, implementation, adoption and scale, speed your path to productivity and extend your cloud environment to on-premises, accelerating innovation and delivering even more value to your business.

- **Cloud Strategy** – Align on strategy across business, development and IT; Architect desired future state, roadmap the processes; Identify KPI/program success metrics; Validate performance and readiness metrics
 - **Cloud Implementation** – Validate operational readiness for your entire organization or individual departments; Create on-demand, self-service catalogues; Integrate with core IT operational systems; Align resiliency plan with business needs for recovery
 - **Cloud Adoption** – Create a cloud/SRE operating model; Migrate workloads, apps and data to run on your infrastructure, on or off-premises; Enact policy and governance programs; Monitor performance and productivity
 - **Cloud Scale** - Integrate on-going roadmap for business and technology; Analyze and validate success metrics; Capture employee experiences
- **Operating Model for Multi-Cloud Platforms** - Modern operating models support service-oriented IT (XaaS Model) and optimize both experience and cost transforming IT into a strategic business partner that drives innovation. For an organization to truly transform from a traditional IT model to an "as a service" cloud model which will deliver transformative value to the businesses they support, the transformation must incorporate people and processes...the operating model. We utilize a four-step method to fully extract the benefits of your cloud platforms:
 - **Strategize** - Align leadership to support transformation; Identify the organizational structure, roles and skills needed to the support transformation; Empower employees with training and new skill building; Gain employee buy-in and build morale to support a smooth transition.
 - Transformation Strategy Workshop
 - Multi-Cloud Roadmap
 - IT Operating Model Design
 - Cloud Education Services

- **Implement** - Design the processes that enable IT to support business requirements; Deliver standardized services supported by repeatable processes and automation; Condition effective cross-functional communication and streamline operational process handoffs.
 - Value Stream Mapping
 - IT Process Design
 - **Adopt** - Increase clarity and alignment between business goals and IT developments; Simplify service consumption and increase end user satisfaction with a robust catalog and self-service portal; Drive adoption of self-service offerings to reduce exception and costs; Optimize your service catalog tailored to role; Define financial chargeback model for services rendered.
 - Service Catalog Design
 - IT Financial Management
 - **Scale** - Assess progress towards goals, objectives and transformation KPIs; Conduct employee IT pulse check to assess employee engagement and satisfaction with cloud services and experience; Reassess objectives and priorities to integrate into the roadmap
 - IT Experience Measurement
- **Data Center Modernization** – Dell Services helps the customer data center modernization efforts by mitigating risk and cost of a data center migration and modernization using our **patented, application-centric approach and automated tools**. One of the things that Dell Technologies Services has observed through working with clients on thousands of successful data center transformation programs is that there is a range of objectives for a data center transformation program. These objectives can range from highly strategic to more tactical concerns.
 - From a strategic business standpoint, data center transformation reduces costs and maintains service continuity, an important concern in the 7x24 cloud era.
 - From an application standpoint, data center transformation provides an opportunity to replatform applications on modern software-defined cloud infrastructure. From an infrastructure perspective, data center transformation increases scalability, agility and rapid innovation.
 - From a tactical facilities standpoint, data center transformation can lower power and cooling costs, which can be substantial, through modern data center infrastructure and thoughtful facilities placement.

Dell Technologies can help you work through and identify all these objectives with our proven approach to data center transformation.

- **ProConsult Advisory Core for Data Center** – provides perspective from experienced data center professionals for their IT executive team, in a 3-week engagement, resulting in custom recommendations and a roadmap for improvements.
- **Data Center Strategy** – service defines and optimal consolidation plan examining internal and external data center alternatives.
- **Application Blueprinting** - analyzes the inventory of applications in the current enterprise portfolio and discovers the interdependencies among applications and between applications and infrastructure.
- **Data Center Migration** - implementation of your transformed data center strategy. Our application-centric approach uses patented tools with verification methodology to mitigate risk and decrease overall cost.

We can also tie some or all these services together into a comprehensive data center transformation initiative.

Resiliency & Security: *Implement a strategy to reduce business interruptions and achieve a non-stop digital business*

- **Cyber Security** - The near-constant attacks we've seen represent a massive increase from years prior, but a few concerning trends have been steadily rising. More and more insiders to organizations are involved in these attacks and if an organization is impacted by a destructive attack, they're not confident in their abilities to recover after an attack. Typically, attackers begin by taking an initial look at how they might penetrate the organization and move quickly to either utilize an exploit or a phishing type attack to gain access to the networks. This is where **prevention and monitoring solutions** are critical to thwart attacks at this phase, as well **training and education programs** for employees so they are well versed in phishing techniques and how they can avoid being a victim.

If the attack progresses further and the bad actor gains access, their first interest is establishing a foothold in order to expand the impact of the attack. In the case of a ransomware attack, this is how they're attempting to get payment, by grinding normal business operations to a standstill. In this phase, it's critical that organizations have **advanced detection and response** abilities to identify anomalies and quickly determine how to respond to the threat. Depending on how this is handled and how quickly a response effort takes place, the organization may be able to reduce the impact of the attack before it spreads further.

The final step is where the attack is launched and the impact realized by the organization. If they haven't been successful in identifying and stopping the spread through these prior phases, it becomes more likely that there will need to be some kind of **recovery effort** to fix the impacted critical systems and get the business back up and running.

Dell Cyber Security Services include:

- **Managed Detection and Response** - monitoring critical parts of your business – endpoints, networks and clouds – by a team of experts certified to monitor, analyze and respond to suspicious activity around the clock.
- **Cyber Solutions** – purpose-built to isolate critical backups of data and business applications so that in the event of an attack, ensuring a path to recovery. The key to a Cyber Recovery Solution is to ensure it's related to recovery of **entire business processes** so if an attack has brought down, your organization has their most critical applications ready to be recovered and return to business as usual
- **Incident Response and Recovery Retainer** - reactive support that we can implement at a moment's notice to help you recover after a cyber incident. It also should be considered proactive in that you can set an organization's strategy today on who you will rely on for an incident response initiative, so if and when that happens, Dell Services will be the one to respond for support and help.
- **Cyber Recovery & Resiliency** – Dell Services help our customers focus on reducing the attack surface and shifting to a proactive mindset
 - **Advisory and Design** – We create a strategy for vault isolation, security, operation and reporting and design/ advise other infrastructure needed in the vault (firewall, network etc.)
 - **Deploy and Implement** – Deploy PowerProtect DD in the CR Vault, Cyber Recovery software and configure policy, deploy in the Cyber Recovery vault and integrate with vault data domain
 - **Runbook and Validation** – Dell Services Consulting documents processes to recover data
 - **Operate and Manage** – Dell offers a range of supplementary services on top such as Managed Services, Residency and Education
 - **Managed Services** - Manage day-to-day vault operations; Drive consistent procedures and testing; Monitored 24x7x365 by global operations team; Support recovery operations

- **Residency** - Extend skills and capabilities with certified technical experts; Increase resiliency, minimize security risks, support data recovery & restore options and optimize Cyber Vault components to ensure a smooth run state; Monitored and daily operations of Dell's Cyber Recovery Solution 8x5.
- **Education** - Cybersecurity Training & Certifications can include Introduction to IT Frameworks and NIST; CompTIA Security+ and Certification Readiness; Implement the NIST Cybersecurity Framework; User authentication, access controls and security standards
- **STIG Hardening Services** - STIG Security Hardening is the process of treating security weaknesses, compliance gaps, vulnerabilities and misconfiguration before a system goes into production. Security Technical Implementation Guides (STIG) Security Hardening uses prescribed federal government security guidelines aligned to NIST 800-53 standards, to deliver tighter, in-depth security control and maximized protection of IT assets.
- **Zero Trust** - Leveraging the Microsoft Zero Trust model enables you to secure your digital workplace in a way that doesn't interfere with productivity, and Dell has developed an accelerated path focused on the Microsoft ecosystem that helps you:
 - **Assess & Strategize** – Cybersecurity Advisory with Zero Trust Roadmap; Security Assessment for Active Directory and Azure AD
 - **Build a Secure Foundation** – Implementation Services for Active Directory and Azure AD; Securing Microsoft Identities with Entra
 - **Secure Identities, Data, and Apps** – Getting Started with Defender for Identity; Getting Started with Defender for Endpoint; Securing the Microsoft 365 Workloads with Defender for Office 365; Implementation and Advanced Configuration of Defender for Identity w/ Microsoft Sentinel & ServiceNow; Unified Data Governance with Microsoft Purview
 - **Adoption & On-Going Management** - Incident Recovery Retainer Service / Managed Detection & Response; Adoption and Change Management

Deployment Services

Deployment Services for Client Solutions

- **Configuration & Deployment** - Dell Configuration and Deployment Services accelerate onsite or remote deployments by executing the configuration tasks required to prepare a system for installation and integration. This eliminates time spent imaging and configuring new systems desk-side or at a staging location. It ensures new systems arrive ready to use out of the box. Just install and connect to the network. Services include:
 - **Imaging Services**
 - Imaging
 - Connected Provisioning
 - **Systems Configuration**
 - Connected Configuration
 - Application Install
 - BIOS Settings
 - Hard drive partitioning
 - 3rd Party Hardware Install
 - **Asset Identification**
 - Asset Tagging
 - Asset Reporting
 - **Client Deployment** - Users want minimal disruption when they get a new device, and IT departments need to maintain the system's fitness, security, reliability, and efficiency over the life of that system. Relying on Dell Technologies to assist in this space may be a

prudent option for organizations looking to focus on their business and not on mundane IT tasks.

ProDeploy Client Suite		Basic Deployment	ProDeploy	ProDeploy Plus
Feature comparison				
Pre-deploy	SDM - Single point of contact for project management	•	•	•
	Self service portal for configuration control & updates	•	•	•
	Deployment engineer develops implementation plan	•	•	•
	TSM engagement via ProSupport Plus	•	•	•
Deploy	Connected Configuration	•	•	•
	Provisioning for VMware® WorkspaceOne™	Add-on	•	•
	Load an image: WIM, Ghost or ISO or ImageAssist	Add-on	•	•
	Configure BIOS settings	•	•	•
	Asset tag applied to each system	•	•	•
	Standard asset reports	•	•	•
	Onsite installation of client system available 24x7	•	•	•
	Project documentation with knowledge transfer	•	•	•
	User settings & data migrated to new system	•	•	•
	Securely wipe data from retiring client systems	•	•	•
Post-deploy	30 day post-deployment support	•	•	•
	Training credits for Dell EMC Education Services	•	•	•

- Client Deployment Services include:
 - **Client Deployment Assessment** – The CDA is targeted towards customers who are interested in understanding and streamlining their deployment processes and inherent costs. The findings will help improve efficiency of deployment, reducing time and cost, reduce complexity and maximize impact throughout the process. Dell will collect information on a customer's deployment process through a combination of customer interviews and IDC data. The result is the delivery of an actionable implementation plan with real achievable cost savings. This a no-fee service for qualified customers.
 - **Remote Installation Services**
 - **On-site Installation Services (24 x 7)**
 - **Data Migration Services** - Up to 100 GB data migrated with the Dell Migration tool from a legacy to new PC
- **Connected Provisioning** – Dell Services configure more than 11 million systems a year, so we have the experience regarding the processes and now, by leveraging the cloud, we are speeding up the way devices are configured. Connected Provisioning helps get a customized device to the end user faster with fewer touches. We leveraged our long-standing configuration and provisioning expertise, to help modernize the execution, which means seamlessly and securely preconfiguring in days instead of weeks or even months.
 - **Simplify the Process** – Through TechDirect IT manages the registration, enrollment and provisioning of their Dell ordered devices from their own cloud UEM environment.
 - **Less IT Touch** – Time, work and bandwidth moved from customer environment to supply chain. Cloud based deployment so no access to customer's on-premises environment is required.
 - **More IT Control** – Scalable. Profile based configuration management per order gives the customer flexibility and control to assign & configure devices to a specific group of users.
 - **Quicker End User Productivity** - Tasks like enrollment, loading applications, modifying BIOS settings, installing updates, domain joining, and security settings can all be pre-formed prior to first end user login.
- **Asset Recovery** - Asset Recovery Services help you retire IT equipment in a secure and sustainable manner and unlock value that can be put towards future innovation. We leverage our long-standing security expertise, environmental compliance and commitment to sustainability to help you seamlessly transition from old to new technology while protecting what's important.

- **Logistics** – We will help resale, recycle or return to lease **any** brand of client hardware (and servers); we collect equipment from the designated location(s) and ship it to our facilities; customers can schedule pickups, monitor the progress of every asset, and view all activities related to your service through our centralized online portal
- **Data Security** – As part of the resale and recycling service, Dell sanitizes devices offsite at our facility and in alignment with NIST SP 800-88 r1 standard data sanitization requirements; devices will be verified to confirm the sanitization was successful; if sanitization is not successful, we physically destroy the drives to prevent data recovery in alignment with NIST SP 800-88 r1 standard
- **Environmental Compliance** – Systems (including batteries and components) are recycled in adherence with local regulatory guidelines; the e-waste process is documented through the entire chain of custody until final disposal; Dell does not permit e-waste to be exported to developing countries either directly or through intermediaries; we vet, audit, and hold our partners accountable to the highest standards of environmental compliance and data security
- **Resell and Recycle** – Upon receipt, we assess the equipment and provide you with the residual value of your assets via Electronic Funds Transfer; customers can also request an appraisal of your existing assets at any time to make informed decisions about when to retire; before reselling, we sanitize the devices in alignment with the NIST SP 800-88 r1 standard which can be done offsite or onsite for extra security; if there's no residual value, we recycle the devices in compliance with regulatory guidelines
- **Lease Return** – When you reach the end of your lease, we help transport equipment back to the company from which it was leased
- **Reporting** - Customize and download dynamic reports anytime through the online portal – order views, service credit usage, value payments and pick-up status; confirmation of Disposal to verify sanitization was successful (or the drive was destroyed) and that all recycling met or exceeded local regulatory guidelines; final report that documents asset type, serial and asset tags, resale value of each piece of hardware resold any materials recycled
- **Client Residency Services** - A client residency engagement could include a wide range of technological proficiencies including:
 - Windows 10 migration
 - Application packaging
 - Unified Endpoint Management (UEM)
 - VMware Workspace ONE
 - Microsoft Windows Autopilot/Intune
 - Microsoft Endpoint Manager and MDT
 - BitLocker/MBAM
 - Dell TechDirect
 - Dell ImageAssist
 - Dell Connected Configuration
 - Dell Client Command Suite
 - Dell Migration Tool
 - Dell Support Assist
 - Dell Data Encryption
- **Endpoint Security Services** – Typically, we hear about three areas that are problematic for our customers:
 - External Threats
 - User Behavior
 - Limited Security Resources

Dell Endpoint Security software plus Endpoint Security Services help customers manage the growing cyber risk while embracing workforce transformation

- **Endpoint Security Software** – VMware Carbon Black Cloud; Encryption Enterprise; Absolute; Netskope
- **Endpoint Security Monitoring Services** – Ongoing monitoring of customer endpoints performed by experienced Dell threat analysts; Customer alerts sent via management console when malicious activity is detected; Detailed threat response recommendations delivered the next business day; Business hours monitoring with next business day response; Kickoff meeting with dedicated project manager to set expectations, requirements
- **Endpoint Security Implementation Services** – Review of environment; Software installation or SaaS activation; Configuration and custom policy settings; Pilot implementation and measure against a test plan; Knowledge transfer
- **Endpoint Security Advisory Services** - Project assistance from a Dell technical security expert , with 4 or 8 hour remote options, or multiple day onsite options

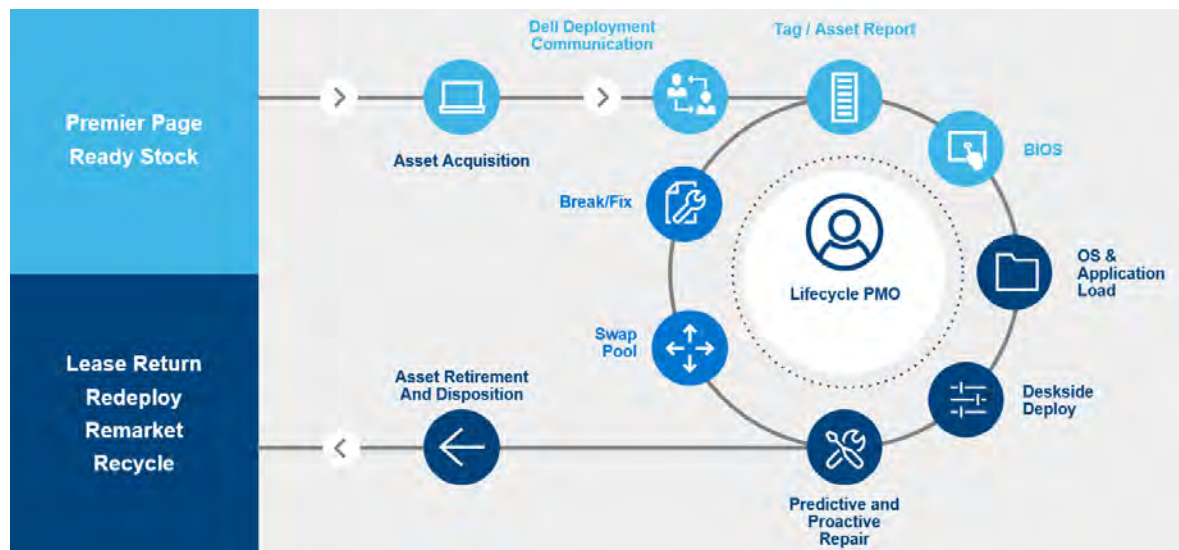
Deployment Services for Infrastructure Solutions

- **Enterprise Services / Rack Integration** - When you choose Dell Technologies Services to help with your implementation, you will get the right people, the right tools and the right processes to accelerate your transformation. Starting with an assigned project manager to be your single point of contact for the entire process and a global staff of certified technicians. Racks, components, shipment prep and packaging are customized to your specifications and reports are tailored to your needs. We deliver white glove logistics and easy part replacements if something fails. You will receive your hardware ready to use before invoices, warranties and support contracts begin.
 - **Rack Integration Services** - Dell can engineer, integrate, configure, deploy and install custom rack technology into any data center environment.
 - **Configuration Services** - Receive your new technology custom configured to meet your needs
 - **ProDeploy Installation Services** – everything from basic hardware installations through planning, configuration and complex integrations.
- **Infrastructure Deployment and Implementation Services** - Maximizing technology on day one takes the right training, insights and expertise. ProDeploy Enterprise Suite is here to help, with the right fit to accelerate deployment up to 4 times faster from planning through implementation and beyond. ProDeploy Infrastructure Suite is made up of 4 offers: **ProDeploy Configuration Services, ProDeploy Rack Integration Services, Basic Deployment, ProDeploy, and ProDeploy Plus.**
 - **ProDeploy Configuration Services** – provide custom system settings, labeling and other common needs. ProDeploy Rack Integration Services provide full configuration and racking of the technology including custom cabling and logistics.
 - **Basic Deployment** – consists of the hardware installation during normal standard business hours.
 - **ProDeploy** – consists of your hardware installation and configuration of the software using offshore resources.
 - **ProDeploy Plus** –you in-region or onsite resources to complete the engagement for the customer. It also includes additional features such as Post Deployment Configuration Assistance and Training Credits.
- **Infrastructure Residency Services** - With Residency Services, certified technical experts help you achieve businesses objectives and fulfill outcomes. Directed by you, residents act like an extension of your IT staff to enhance internal capabilities and resources, helping you realize faster adoption and maximized ROI of new technology. We assign the best resource to meet your needs, delivered onsite or remote, for however long you require.

- **Data Services** - Services that complement our Deployment Services for the Enterprise Suite, these offers provide dedicated expertise focused on data and security needs for infrastructure solutions
 - **Data Migration** - Data is one of your organizations most important resources and you need that data to fuel business growth. But distributed data can keep valuable insights out of reach. Our experts help efficiently move data from where it is, to where it will drive innovation. We migrate data every day, all over the world, in any situation you can imagine. Whether you are upgrading technology, changing platforms or leveraging cloud, our experts use proven tools to streamline migrations and provide you a faster time to value. Our Data Migration Services provide greater control, security and value through standardized processes in planning, execution and knowledge transfer. We lower risk through expert-delivered, dependable best practices developed over 30 years of data migration success. Our goal is to improve data availability and migrate your data efficiently with greater data integrity.
 - **Data Sanitization / Data Destruction** - Our portfolio of enterprise services apply to infrastructure products in a data center, including all of our Dell EMC infrastructure solutions and similar 3rd party non-Dell branded products. We offer 3 distinct services that vary depending on your business' need.
 - **Data Sanitization** is a software-based method of securely overwriting the data residing on a system to render it unrecoverable. We offer 2 versions of this service.
 - If you want to refresh and redeploy assets in your environment, having data wiped but retaining the asset, we have **Onsite Data Sanitization Services**. With these we come to your facility, sanitize the data, and your systems never leave your location.
 - **Data Sanitization Offsite with Asset Resale and Recycle** is best if you are looking to eliminate assets from your environment and are interested in resale or recycling. We come and pick up the assets, remove them from your facility, and perform the sanitization at a secure site. After sanitization is complete, we evaluate the system for resale value. If it can be resold or reused, then you will get some money back. If no resale value is found, or the products are too old, we will proceed to responsibly recycle the asset. This service is only available on specific Dell EMC server and storage products and related 3rd party systems. And, both sanitization offers are only able to be performed on systems that are in working order.
 - **Data Destruction**, which is performed on all infrastructure products, both Dell and non-Dell branded systems, and on systems that are no longer operational. This service is a process of physical shredding the asset to make the data residing on it completely inaccessible. For this service, we come to your business site, pick up the asset and put the data bearing component through the shredder. Once shredded, everything is automatically recycled.
 - **STIG Hardening** - This service will help customers implement STIG configurations. Published by DISA, STIG is a defined set of NIST 800-53 industry standard security controls that help minimize the security attack surface on IT assets to protect against cybersecurity attacks.

Managed Services

Dell Technologies can provide a complete range of end user, infrastructure, storage, and security managed services, for any customer.



- **Client Lifecycle Managed Services:** Dell can provide a complete managed framework for your entire client environment, including but not limited to the following. These programs can be acquired as part of an institution's capital purchase / refresh, as an operating lease, or as an "-as-a-Service" model.
 - Asset acquisition and warehousing
 - Device provisioning and updating
 - Campus, local, or remote deployment and installation
 - Software and application management
 - Asset tracking and management
 - Predictive / proactive repairs
 - Moves / Adds / Changes / Re-Deployments
 - Walk up or Dispatch for Break / Fix
 - Service Desk
 - Asset Disposition
- **Infrastructure and Storage Managed Services:** Dell Technologies can provide the widest range of *Infrastructure and Storage Managed Services* available. These are pre-defined and custom-designed solutions, intended to meet the requirements of small, medium, large institutions, with centralized or remote management infrastructures. Depending on the unique customer needs, these managed services may include:
 - Account management
 - Predefined service levels
 - Incident/change/capacity management & remediation
 - Performance monitoring
 - Patching & updates with scheduled maintenance windows
 - Audit and compliance reporting
 - Secure remote connectivity

- Monthly billing

The range of infrastructure services includes but is not limited to the following list below. Additional artifacts are available; please check with your Dell Technologies Services account team for more details and specifics:

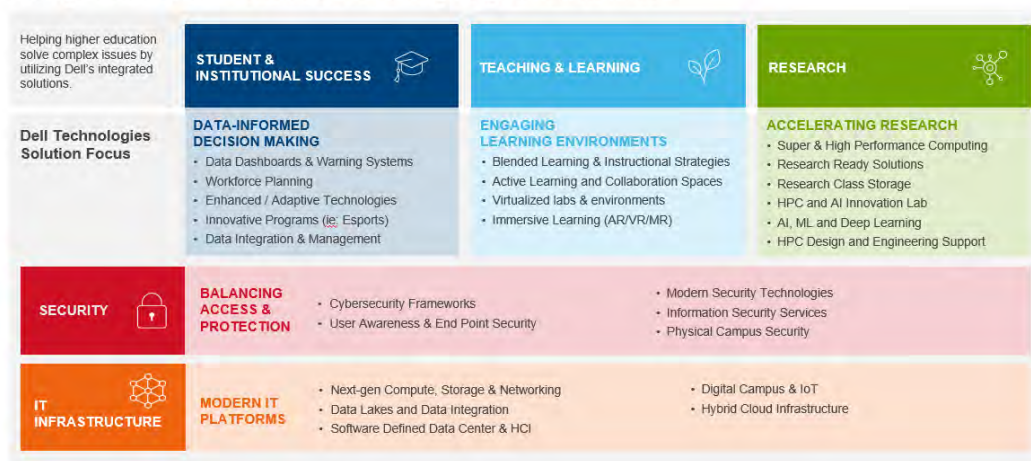
- **Infrastructure:**
 - Compute
 - Storage
 - Backup
 - Infrastructure
 - Cyber Recovery
 - Includes options for hosting
- **Workloads:**
 - Private Cloud
 - Containers
 - Cloud Native
 - VDI
 - HPC
 - AI / ML Ops
- **Multi-Cloud**
 - Hybrid Cloud
 - Microsoft Azure
 - Amazon Web Services
 - Google Cloud Platform
 - VMware Cloud
 - Other public clouds
- **Managed Co-Lo Services**
 - **Deployment**
 - Deploy in colocation facility and connection to Dell's service management used to create and delete resources on the supported cloud platforms
 - Configure remote management and interconnections
 - **Event Monitoring and Security**
 - 24/7 Monitoring alerts, thresholds & trends on space, power and networking in the colocation site
 - **Incident Management**
 - Manage incidents in the colocation site and problems to resolution
 - **Operational Management**
 - Maintain service management infrastructure for secure remote access
 - Configure network interconnections and manage networking capacity
 - **Execute service expansions in colocation space**
 - **Continuous Improvement**
 - Ongoing review of procedures, configurations, skills

Innovation in Education with Dell Technologies

Today, education is at a pivotal moment. Schools, colleges, and universities are in the middle of a significant shift in educational models, delivering both unique learning models and student campus experiences through digital transformation. Students are increasingly taking advantage of technology on demand to meet their own learning needs and chart their own path to workforce readiness. This change around why, how, and when students are learning is a driving force behind the growing need for advanced technology in higher education on campuses.

Digital transformation in higher education

Driving innovation and student success through Digital Transformation



Based on Dell research, we believe that 85% of the jobs that will be available in 2030 have not even been invented yet. In 2030, we'll value skills like contextualized intelligence, in-the-moment learning, automation literacy, entrepreneurial mindset, and personal brand cultivation. More than anything, the ability to gain new knowledge – to learn – will be valued more than even the knowledge that people already have. So, we see our North Star - how can institutions begin to address students' expectations in order to best prepare them for that future/changing world? At Dell Technologies, we love finding new ways to help our educational partners innovate, to bring new and exciting topics and methods of learning to the modern student.

A handful of the creative programs we are currently engaged in are:

Soar with MENTOR

Soar with MENTOR is a program developed by Dell and Intel for students to inspire, educate, and equip a cohort of select female students with the necessary knowledge, skills and dispositions to be successful in life, and possibly at Dell Technologies in the future. We recognize the importance of diversity and inclusion in all organizations and believe that providing development and mentorship opportunities to female post-secondary students will help assist in the future success of these students.

We have already begun to work with the University of Colorado campus champions to bring this program to CU students as the first of it's kind in the United States (previous [programs have all been in Canada](#)).

SOAR with MENTOR!

Program Objectives

- Support diversity and inclusion initiatives within higher education institutions and organizations in STEM and business related fields
- Through mentorship, create a female-centric ecosystem to increase interest and confidence in STEM and business related fields.
- Develop career readiness skills to thrive in a fast-paced and changing world

Program Outline

4 virtual sessions over a three month time period with your cohort of female students

Sessions will include:

- Career readiness keynotes
- What's happening in Tech today
- "Mentor speed meeting"

SOAR with MENTOR!

Improve Career Readiness

- Engage female-identifying students in learner-driven experiences to support career development

Develop Mentorship

- Foster the pursuit of academic and career aspirations of women through mentorship

Build Capacity

- Learn about innovations in the Technology industry

Students learn digital branding and professional online presence

"The sessions have taught me not to sell myself short; if you're discouraged by something, don't give up – keep trying!" ~ Mentee Cohort 3

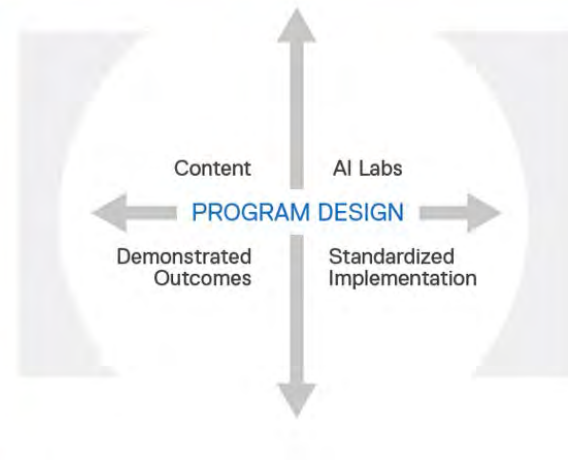
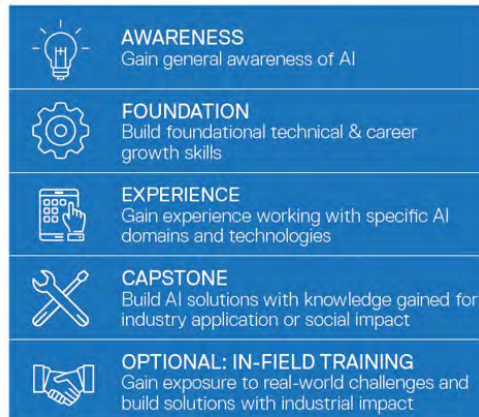
Launching US programs this year. Customizable for your university's needs and objectives.

See <https://bit.ly/DellSwM> for current program examples and information!

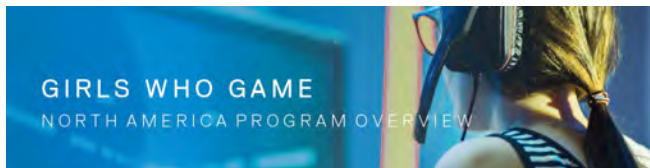
AI For Workforce

Dell Technologies and Intel have implemented a comprehensive AI readiness program in partnership with post-secondary education systems and governments worldwide. In the US this program goes a bit further to focus on building the future AI-ready workforce through post-secondary opportunities with the objective of 'empowering learners and workers with AI skills in an inclusive way'.

Skilling Journey



Girls Who Game



Offered through a partnership between Dell, Microsoft and Intel, the “Girls Who Game” program encourages girls to get into the world of gaming, exposing them to new ways of applying STEM learning. This is an engaging technology-based program designed to captivate female students in grades 4-8 in learner-driven experiences to build their technology, leadership and communication skills. We have also brought educational opportunities via a pilot internship program for young women in secondary education via the Girls Who Game Equity program, teaching them how to host professional panels that are streamed live on public streaming services.

We at Dell Technologies believe that our partnership runs deeper than just making sales. Some of the ways we can help elevate those sales made on campus are:

Classrooms of the Future

With more students requiring a mix of in-person and online learning through HyFlex models, Dell Technologies has partnered with numerous K-12 and Higher Education institutions to improve collaboration between faculty and students regardless of how they attended class. Many schools and universities need to deploy a connected classroom solution while staying within budget requirements. One example of a connected classroom setup Dell has recently helped build at a regional university in the West, uses a Dell 75-inch 4K interactive touch monitor, Dell OptiPlex Micro desktops and Windows Whiteboard software instead of traditional smartboards, Dell PCs and projectors. In these classrooms, any number of remote or in-person students can see and interact with a virtual whiteboard. This includes adding notes, sharing files

and running applications. The CIO of this university shared with us that “faculty utilizing this innovation, can simply pull up a file that has a template whiteboard image and instantly pick up where they left off in their last class as well as spontaneously present rich media content and annotations”.

Educational Road Shows / Guest Lecture Series / Educational Strategists

Dell Technologies prides ourselves on the expertise and knowledge of our team members. Not only do we have expert client specialists and technologists to help explain and elaborate on the newest in our hardware offerings, but we also have a dedicated team of educational strategists. Our education strategists are former educators and staff from academia who are well versed in [Technology Solutions for Higher Education](#), and will act as advisors, guides, and champions for the University of Colorado.

In addition to understanding the higher education landscape, partnering with the University of Colorado on webinars and speaking engagements, and being champions for academic institutions, Dell Technologies Education Strategists can also help in a variety of other functions:

Strategy

- Have conversations about strategic initiatives at higher education institutions
- Participate in discovery meetings with higher education leaders
- Assist CU in their IT alignment of goals and plans to Institutional Strategic goals and plans
- Serve as higher education consultant and advisor
- Serve on advisory boards
- Facilitate Visioning Days and Dell Tech Days
- Participate as **thought leaders** in the industry via keynotes, speaking at industry events, PR, blogs, social media, and whitepapers (such as the upcoming whitepaper in partnership with the Chronicle of Higher Education featuring the CU Boulder Libraries program and research study around helping students obtain adequate hardware – to be published very soon!)

Relationships

- Foster **new relationships** with university executives and build the bridge to the Dell team
- Develop agendas and participate in **Executive Briefings at Dell Centers**
- Make **connections** across and within institutions
- Help **foster and develop collaborative partnerships**
- Focus on building **relationships** outside of IT
- Help our customers network with each other and **share best practices**

Innovation

- Advance cultures of innovation and **transformation**
- Support learning transformations with **students at the center**
- **Research** technology solutions and provide information to customers

Our founder, Michael Dell, expresses it succinctly in his quote “Our business is about technology, yes. But it’s also about operations and customer relationships.” Dell Technologies has shown that we not only care

about education and its impact on the world but are actively engaged in dedicating resources to be the best possible partner for academic organizations.

Elevating CU Gaming Initiatives

We have built a strong relationship with the various CU Gaming groups, working to help elevate their mission of establishing the University of Colorado as a leader in the academic, career pathway, and research arenas of gaming and esports. A local and national expert in this field, [Dell Education Strategist Danielle Rourke](#) frequently engages with faculty, staff, and students at CU campuses and works to bring advisory and volunteer opportunities to them to help elevate their goals and involvement in the state and beyond. She hosts a monthly gaming council collaborative of esports leaders from around the state of Colorado to help advise the CDHE on ways Colorado can become the future hub of educational esports. This group created a report for the CDHE called “Report and Recommendations on Gaming and Esports in Colorado” (*please ask for report if desired*) and has helped advocate for a statewide esports league in higher education.

Dell Technologies was also a gold-level sponsor of COLTT 2021 and Danielle facilitated the session titled “[Esports in Colorado Higher Education - More than just a game](#)” with CU Gaming Director of Esports as a speaker.

We have also brought opportunities for the student leaders from CU Gaming to be an integral part of conferences such as the 2022 Phi Theta Kappa Catalyst conference’s inaugural multi-day esports events. [Our appreciation for their involvement](#) was only matched by the potential opportunities and networking connections they gained from the event.

Dell Technologies also already has a solid relationship and presence at the University’s various on-site retail facilities:

[Dell Member Purchase Program](#)

Dell Technologies and the University of Colorado have an extensive partnership for faculty, staff, and students to purchase and earn rewards through our Member Purchase Program:

[What is the Member Purchase Program?](#)

MPP is a membership program within the Dell Consumer branch. Members include employees, family, friends and students of your organization or school. We offer a wide array of benefits to our members, including but not limited to:

- Exclusive monthly offers
- Best price guarantee on consumer PCs from Dell
- Dedicated Dell contact for help with purchases, custom programs and more
- Free enrollment in Dell Rewards Program

[Best Price on Dell.com](#)

Dell MPP provides your employees and/or students with several advantageous benefits with a goal of putting the right consumer technology in their hands. Take advantage of the customized programs and dedicated resources to elevate the savings and purchase experience. To take advantage of these deals, please visit [Dell.com/CU](#). Your Dell MPP contact is Alissa Stevens, who can be contacted at Alissa_Stevens@Dell.com or 512-723-6273.

Dell Rewards Program

Dell Rewards is an added benefit for your employees when they enroll in MPP's free reward program. Your employees will receive 3 percent back every time they purchase with their Rewards membership to use on thousands of top-brand electronics, plus free expedited shipping. Learn more at: Dell.com/rewards.

Included in our [Progress Made Real](#) goals for social impact, Dell Technologies believes that sustainability is a critical factor in the future of not only our business, but all life on our planet. We recognize it is also important to our educational customers and have created many initiatives to be a partner in sustainability. One such program is our annual [Erase E-Waste Sweepstakes](#):



HOW TO ENTER

Dell Technologies is inviting U.S. K-12 schools, universities, colleges, and state and local governments to erase e-waste by hosting an e-waste recycling drive.

REGISTER

Register to participate and Dell Technologies will send you a digital kit to make it easy to conduct an e-waste recycling drive.

COLLECT

Safely conduct a drive to collect and recycle used consumer electronics. Learn more about e-waste and where to recycle with [Dell Reconnect](#) and [Asset Resale and Recycling Services](#).

SHARE

Post a photo or video of your recycling drive on Twitter, Facebook or Instagram using [#EraseEwasteSweepstakes](#) and tag [@DellTech](#) for official entry.

[Register Now](#)

We also have recycling programs via our services organization.

Dell Technologies also believes strongly that today's students are tomorrow's valued team members. We have a number of programs to help prepare students for their future careers in technology:

Student Tech Crew



Student TechCrew

Offered only by Dell Technologies, the Student TechCrew program offers **hands-on experience and industry certifications**, plus opportunities for students to compete globally for prizes and patents

Read more at StudentTechCrew.com.



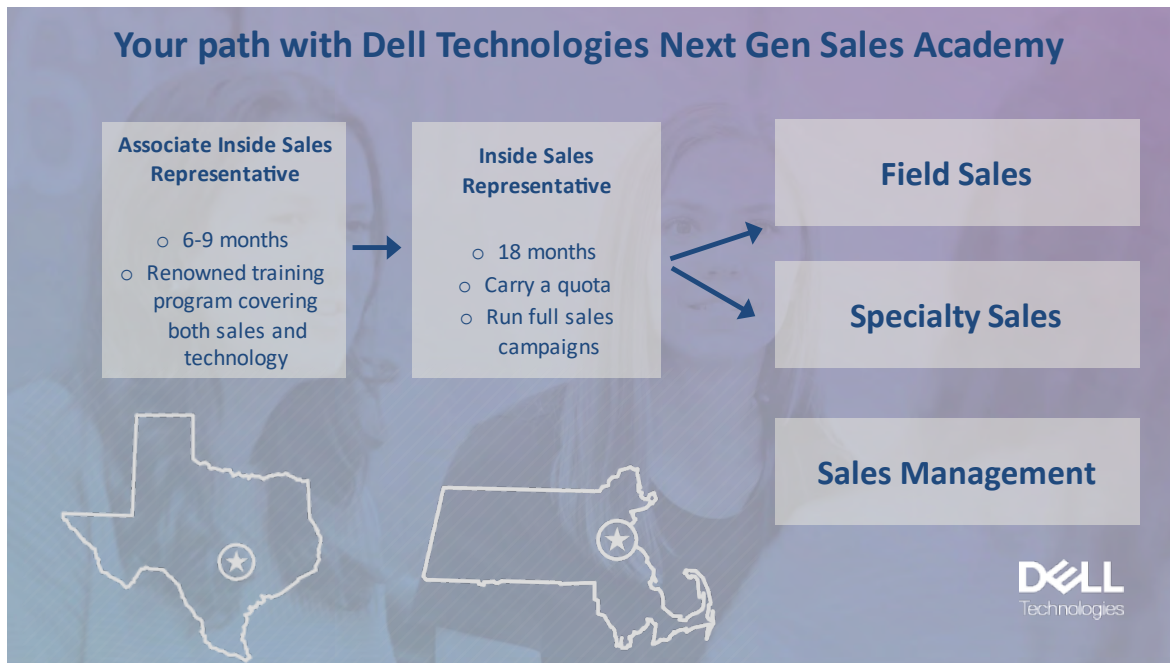
Dell Student TechCrew is a student-led IT helpdesk on high school campuses which promotes future career skills and learning via hands-on experience as students help their peers and school staff members with technology issues. It began as a pilot for the 2019-20 school year in the U.S. and Canada. Students who participate in the program become certified Dell technicians via the Dell TechDirect Program, which gives participating campuses access to an increased number of technicians by training, leveraging the expertise of students to serve students.

As part of the Dell Student TechCrew curriculum, students receive industry-standard training to service Dell desktops and notebooks. They also complete the required training to become Dell TechDirect-certified technicians. The program teaches student participants to fix computers while also building their professional career skills. The curriculum is divided evenly between technical training and the “soft skills” required for 21st-century careers.

We also offer technology certification programs that universities can utilize to train students for future careers. Please see this [customer story](#) between students of Fayetteville State University and the City of Fayetteville.

NextGen Sales Academy

NextGen Sales Academy was created to build the next generation of Dell Technologies sales leaders and field sellers. Through an industry-leading training and enablement program, we are focused on developing ambitious early in career talent along an accelerated career path. Our sellers focus on data center technology. The program is a 2-3 year commitment, with a requirement to relocate to either Round Rock, TX or Hopkinton, MA for the duration of the program.



Dell Technologies Internships

At Dell Technologies, we are always looking for the next generation of innovative thinkers to drive our business forward. Whether students are looking for internships, co-ops or development programs, we'll help them build the skills they need, while working on [meaningful projects](#) starting on day one.

Students start by exploring our <https://jobs.dell.com/internships> website for opportunities that sound intriguing to them, such as:

ENGINEERING	Client Solutions Group Engineering Intern Program	+
FINANCE	Dell Financial Services Internship Program	+
HUMAN RESOURCES	Human Resources Rotation Program – Internship (HRRP)	+
IT	IT Intern Program	+
MARKETING	Marketing Intern Program (MIP)	+

We also have a number of volunteer opportunities for our programs (like Girls Who Game and Soar with MENTOR) that we have worked with our university hiring team to recognize as important differentiators on student resumes.

Tab 9 - Required Documents

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

[Please see requested documents beginning on the following page.](#)

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

To the extent, terms are applicable and mandatory by law to the agreement between the District and Dell; Dell agrees

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

To the extent, terms are applicable and mandatory by law to the agreement between the District and Dell; Dell agrees

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**Not applicable. Not a construction contract*

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

**Not Applicable*

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

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

**Not Applicable*

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

[*Not Applicable](#)

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

[**If the contract exceeds \\$100,000, Dell certifies compliance of the referenced clean air act.**](#)

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency [Dell Agrees](#)

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

****If the contract exceeds \$100,000, Dell certifies compliance of the referenced lobbying and disclosure laws to the extent possible****

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

****To the extent the terms are applicable and mandatory by law to the agreement between the District and Dell, Dell agrees.****

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

***Not Applicable**

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Not applicable to commercial IT Products

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

****To the extent the terms are applicable and mandatory by law to the agreement between the District and Dell, Dell Agrees****

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Dell Agrees

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

[Dell Agrees](#)

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

[Dell Agrees](#)

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

It will apply "to the extent determined by the FTA to be applicable to this particular contract based on the status of the grantee and the type of contract issued".

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

Dell Agrees

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

Dell Agrees

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

Dell Agrees

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Dell Agrees

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

Dell Agrees

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Dell Agrees

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be

Dell Agrees

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	<u>Dell Marketing L.P.</u>
Address	<u>One Dell Way</u>
City/State/Zip	<u>Round Rock, Texas 78682</u>
Authorized Signature	<u></u>
Date	<u>11/16/2022</u>

*To the best of my knowledge and belief.

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	<u>Dell Marketing L.P.</u>
Address	<u>One Dell Way</u>
City/State/Zip	<u>Round Rock, Texas 78682</u>
Telephone Number	<u>512-720-7429</u>
Fax Number	<u>n/a</u>
Email Address	<u>stacey.skala@dell.com</u>
Printed Name	<u>Stacey Skala</u>
Title	<u>Proposal Manager</u>
Authorized Signature	<u></u>

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

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

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

Proposal Legal Notes

Dell Technologies conducts operations through its subsidiaries and is the parent company to contracting legal entities Dell Marketing L.P. and EMC Corporation.

The contents of this response, including all elements of proposed pricing, performance level agreements and any referenced terms and conditions, apply only to direct purchases with Dell Technologies.

Terms & Conditions

This proposal will remain valid for 120 days from the date of submission of the proposal. Final pricing and other legally binding contract terms must be agreed or confirmed between the parties.

Dell is submitting this proposal subject to the exceptions to the REQUEST FOR PROPOSAL (RFP) FOR Technology Solutions, Products and Services, SOLICITATION NUMBER 45-22 (RFP) terms and conditions included herewith. Dell welcomes the opportunity to negotiate its exceptions and the terms and conditions to come to a mutually acceptable governing agreement with customer. Dell's submission of a proposal does not indicate acceptance of those RFP terms and conditions identified in our exceptions.

If the RFP allows customer the discretion to reject a bid that takes exceptions to the RFP terms and conditions, Dell requests the opportunity to review and discuss its exceptions with customer further.

Disclaimer

This proposal (and information contained herein) is provided to you for information purposes only. Dell Technologies is not responsible for any errors or omissions relating to this proposal or that may occur as a result of the passage of time. In addition, Dell Technologies may improve or change this presentation or improve or change its products and service offerings from time to time, without updating this proposal. Please contact your sales representative for updates or additional information.

Confidentiality

This proposal (and information contained herein) is Dell Technologies Confidential Information, and your access and use are subject to and governed by the terms of your written nondisclosure agreement with Dell Technologies. In the absence of an applicable, written nondisclosure agreement between you and Dell Technologies, your access and use of this proposal (and information contained herein) shall be limited as follows: you will maintain the confidentiality of the Dell Technologies Confidential Information with at least the same degree of care that you use to protect your own confidential information, but no less than a reasonable degree of care under the circumstances; you may use the Dell Technologies Confidential Information only for the business transaction between you and Dell Technologies ("Purpose"); you may disclose Dell Technologies Confidential Information only to your employees who have a need to know the information for the Purpose and are legally bound by similar nondisclosure terms; and you will not disclose Dell Technologies Confidential Information to any other employee or to a third party.

Note

This information may be exempt from disclosure under open records and/or freedom of information act (foia) statutes and regulations. Dell reserves all rights available to it under applicable law to appeal any disclosure to a third-party accordingly.

Pricing Notes

Dell will provide the minimum discounts for the offers described in the Discount Category Matrix on Tab 7. The discounts are applied to Dell's then current Manufacturer Suggested Retail Pricing (MSRP) and Dell reserves the right to change the MSRP (which would also change the discounted selling price) at any time to apply to future orders. Regardless of the Category in which they may be sold, Dell shall not be obligated to provide any discounts with respect to APEX-branded products or offerings.

Dell maintains a Retail Price list online located at: <http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf>. The Price List is updated weekly, is available for download from this site in lieu of hard copy distribution and excludes promotional offers. Systems configured and discounted by your Dell's Sales Representatives or through on-line stores and Premier Pages, are based upon then-current retail pricing and exclude promotional offers.

Changes to retail prices are subject to Dell's discretion and generally take effect immediately, allowing us to provide price decreases and to introduce new products without waiting for a formal price list to be updated. Product Classifications and Categories may be changed by Dell without notice.

Where a Dell-branded product is comprised of both hardware and services, the resulting Discount Off List percentage will reflect a blend of the contract discounts associated with the hardware and tied services components of that product.

Where Dell sells third-party products on a "discount-off-list" basis and does not receive a list price from the manufacturer, Dell assigns a list price. Prices for custom services are agreed to through a separate Statement of Work and not included in the proposed prices herein. Where "discount off list", "cost plus", or "cost minus" calculations are used to determine pricing, Dell's standard discount product category list, product category or classification assignment for a particular product is subject to change by Dell and could affect pricing of that product.

Pricing, if included, may be subject to change in the event of an industry wide material constraint or shortages, including but not limited to memory, or other manufacturing materials or components, or due to other factors beyond Dell Technologies' reasonable control. Products may be discontinued or revised (including components thereto) at any time without notice. Should the initial proposed product(s) be discontinued before the replacement product(s) reach price parity with initial product(s), Dell Technologies reserves the right to re-negotiate pricing. For global proposals utilizing Dell Technologies' currency exchange hedge rates, rates are updated quarterly and only valid for the current quarter from the proposal submission date.

Tab - Appendices

Included on the following pages:

- Dell and the Environment
- Dell's Diversity and Equal Employment Opportunity Policy
- Dell Supplier Diversity Program
- Dell Premier for IT Procurement Overview
- Dell Limited Hardware Warranty
- Dell Return Policy
- Dell Financial Services

Appendix A - Dell and the Environment

Our Ability



We help our customers minimize their environmental impact by delivering energy-efficient products and easy, responsible electronics recycling.



We also aim to reduce environmental impacts throughout the sustainability life cycle. This approach means designing our products with the environment in mind, finding more eco-friendly ways to build and ship them, and working to reduce our collective footprint.

Design

Designing with the environment in mind from the very start ensures all Dell products and services help customers reduce their impact and meet their goals.

- Environmental Design
- Follow the Eco-label

You want eco-friendly products without sacrificing performance or reliability. Instead of one eco-friendly product, we design all products with the environment in mind. We're committed to developing innovative products and services that help you do more while minimizing your environmental impact.

All product design follows our Design for Environment specifications where we make choices that can minimize impact at each stage of the product life cycle. Also, a large number of Dell products are registered to ENERGY STAR and EPEAT eco-labels to make it easy for you to choose.

Build

Building responsibly means our operations, and those of our supply chain, are committed to operating sustainably. It's good for business and good for the planet.

- Zero Waste
- Climate Change

As a global citizen, Dell is committed to minimizing the impact that our operations, and those of our supply chain, have on the planet and the communities we live and work in. We believe it's possible to succeed in business without doing harm to the environment.

Central to this idea is the practice of using resources responsibly. With energy, water, forestry resources and on the manufacturing floor, we avoid waste in all its forms and work with our supply chain to do the same. We strive to recycle them back into usefulness or to obtain them from renewable and sustainable sources.

Additionally, we recognize that climate change is real and we all have a role to play in transition to a lower-carbon economy. Success is possible through a combination of global emissions reductions, efficiency improvements and a transition to renewable energy sources. To these ends, we have committed to measuring and reducing the impact of our own operations, including our supply chain, our own operations and the impact of our products and services.

Ship

From renewable packaging to smarter shipping, Dell takes an innovative, strategic approach to efficiently delivering products around the world every day.

Packaging protects products. Shipping gets them where they need to go. Reducing that impact requires a strategic commitment to reducing waste by shrinking packaging, selecting renewable materials and striving to make our packaging recyclable, so it doesn't become a customer's waste problem. It also requires constant optimization of an expanding supply chain, always looking for the efficiencies that reduce trips and cut emissions, all while ensuring customer products arrive safely and on time.

Use

Every day, customers are using Dell products and services to help them reduce their environmental impact and achieve their sustainability goals.

Whether to mitigate risk, create new opportunities, reduce operating costs or improve their brand, companies are looking to reduce their environmental footprint. Increasingly, our customers are realizing that technology can be a major driver of this transformation.

But green IT — technology that itself leaves a smaller footprint — is not enough. We help our customers look at IT for green technology that enables them to address their sustainability goals and take control of their resources in a way that creates value. While better design will minimize environmental impact throughout a product's life cycle, the true measure of technology's power is how our customers use it to unleash new possibilities and change their world.

Recycle

Recycling is critical to helping drive sustainability, returning materials to usefulness. Around the globe, we offer easy, responsible recycling options.

- Business Recycling
- Dell Reconnect

As technology is progressing quickly, e-waste is piling up in our offices and homes, or worse, our landfills. According to the Environmental Protection Agency, over 200 million pieces of computer-related e-waste are being generated annually. Yet, only approximately 18 percent is being recycled, which leaves over 150 million pieces of equipment in our landfills each year.

To help prevent the environmental impacts of e-waste, Dell provides multiple hassle-free options for disposing your e-waste responsibly and keeping it out of our landfills either directly or through our partnerships.

Dell's moonshot goal is that by 2030, for every product a customer buys, we will reuse or recycle an equivalent product. 100% of our packaging materials will be sourced from recycled-content or renewable materials. More than half of our product materials will be sourced from recycled-content or renewable materials.

Appendix B - Dell's Diversity and Equal Employment Opportunity Policy

Diversity, inclusiveness and respect for all Dell employees form the basis of Dell's Winning Culture and are essential to Dell's success. Dell values each individual's distinct contribution and leverages our collective strengths to ensure that Dell remains the technology solutions company of choice for customers around the world.

Dell is an Equal Opportunity Employer and Prohibits Discrimination and Harassment of Any Kind

Dell is committed to the principle of equal employment opportunity for all employees and to providing employees with a work environment free of discrimination and harassment. All employment decisions at Dell are based on business needs, job requirements and individual qualifications, without regard to race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental or sensory disability, HIV status, sexual orientation, gender identity and/or expression, marital, civil union or domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where we operate. Dell will not tolerate discrimination or harassment based on any of these characteristics.

Dell's Commitment to a Workplace Free of Discrimination and Harassment is Far Reaching

Dell's commitment to equal employment opportunity applies to all persons involved in the operation of Dell's business and prohibits discrimination or unlawful harassment by or between any Dell employee, including officers, supervisors and coworkers, or applicants for employment at Dell, or by or between any Dell employee and any employee of Dell's customers, independent contractors, vendors or other strategic partners. All employees are responsible for maintaining a work atmosphere free from discrimination and unlawful harassment by treating others with dignity and respect.

Unlawful Harassment is Prohibited

Unlawful harassment can take several forms, including verbal, visual or physical conduct that creates an offensive, hostile or intimidating work environment. Conduct that can contribute to unlawful harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected characteristic
- Threats and demands for sexual favors as a condition of continued employment or to avoid some other loss, and offers of employment benefits in return for sexual favors
- Retaliation for having reported or threatened to report harassment

Dell Employees Are Encouraged to Report Discrimination, Harassment, Retaliation or the Threat of Retaliation

Dell employees who witness or believe they have been subjected to discrimination, harassment, retaliation or other inappropriate conduct are encouraged to report such conduct immediately in accordance with the Raising/Resolving Issues and Concerns section of the Code of Conduct. This includes, but is not limited to, contacting your manager, Human Resources representative, the Office of the Ombuds (if available), the Global or Regional Ethics Office, or the Ethics Helpline at 1-888-888-9975. All such reports will be investigated promptly and as confidentially as possible and appropriate corrective action will be taken. No employee who makes good faith reports of discrimination, harassment or retaliation will be subjected to reprisal or damage to their career, reputation or employment at Dell.

Dell Strives to Reasonably Accommodate Its Employees

Dell provides equitable treatment and reasonable accommodations for employees and applicants in accordance with federal, state and local laws. A reasonable accommodation for an employee with a disability may include modification of policies and procedures, an adjusted work schedule, special equipment or transportation, or other job modification to optimize the individual's job performance, if such accommodation does not result in an undue hardship to Dell's business.

Individuals who desire a workplace accommodation under any applicable law may make a request for such an accommodation, preferably in writing, to the individual's supervisor or Human Resources representative.

Enforcement and Potential Discipline

Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment from Dell.

Revisions and Revocation

This policy in no way constitutes a contract between Dell and any employee and may be revised or revoked at any time, with no advance notice.

For more information regarding Dell's Diversity & Equal Employment Opportunity Policy please visit:

<http://www.dell.com/learn/ae/en/aecorp1/corp-comm/cr-equal-employment-opportunity>

Appendix C - Dell Supplier Diversity Program

Mission

The mission of Dell Global Supplier Diversity is to deliver superior supplier performance through highly-qualified minority, women and small businesses to deliver technology solutions that enable people everywhere to grow and thrive. As part of our commitment to diversity, we source products and services from women and other diverse business owners globally. We measure our achievements in identifying and buying from those businesses that are owned, operated, managed, and controlled by women and others who are underrepresented.



Action

Dell develops strategic, sustainable relationships with a very diverse group of qualified suppliers. Our customers come from every nation, culture, and walk of life, and it's important that all aspects of our business reflect that same diversity.

Why Supplier Diversity makes us Stronger

- It supports both Dell and customer corporate social responsibility, vision and goals
- It enables customers to satisfy federal, state and local diversity requirements
- It demonstrates a commitment to the communities in which we live and work
- It utilizes partnerships to capitalize on the demographic shift in minority populations

Suppliers

Diverse companies that meet Dell's procurement specifications and standards of excellence have an opportunity to partner with Dell in delivering quality products and services to Dell and its customers. The Billion Dollar Roundtable (BDR) recognizes corporations that have achieved spending of at least \$1 billion with minority and women-owned suppliers. In FY20, we started the Supplier Diversity Development Program. Seven diverse suppliers participated in the FY20 program and paired with Supplier Diversity Champions that served as mentors.

Our purpose is to drive diversity and inclusion within our supply chain by using prime, qualified and capable suppliers. We evaluate and qualify suppliers based on their ability to meet best in class cost, supply chain process, quality, technology, time to market, and service experience. Good faith efforts that Dell leverages within our supplier diversity program include:

- Sourcing suppliers with strong supplier diversity programs themselves
- Including supplier diversity language in contractual agreements
- Monitoring spend levels through reporting
- Providing feedback and recommendations on our supplier partnership community

Culture

Dell has developed a Supplier Diversity Structure which includes the development of Diversity Teams, Ambassadors and Champions. These diversity advocates engage and promote Supplier Diversity concepts within each of their business space ensuring a widespread success. Each business function has

an associated Dell employee who acts as a champion on behalf of Dell and for customers. The Champion is the liaison between the diversity team and the business function with a mission of driving diverse spending and establishing diverse suppliers within their space. With this structure, Dell is able to extend our reach to all business functions within our company and these champions play a critical role in the success of our supplier diversity program.

The Global Ambassador Program

The objective of the Global Ambassador Program is to drive incremental growth of diverse spend beyond the United States in support of customer requirements. Similar to the role of Diversity Teams and Champions, Global Ambassadors' drive diverse spend outside of the U.S. and throughout supported global regions. To date, Dell has eight Ambassadors representing China, India, Central and Latin America, the United Kingdom, Australia, and Canada. These Ambassadors serve on advisory boards, encourage certification through global partners, and champion Dell's supplier diversity efforts globally.

Affiliations

Dell participates with the following diversity organizations in support of growth and development of small, minority and women-owned suppliers:

- National Minority Supplier Development Council (NMSDC)
- Southwest Minority Supplier Development Council (SMSDC)
- Women's Business Enterprise National Council (WBENC)
- Women's Business Council Southwest (WBCS)
- Small Business Administration (SBA)
- National Veteran Business Development Council (NVBDC)
- National LGBT Chamber of Commerce (NGLCC)
- Disability:IN
- WEConnect International
- Minority Supplier Development China (MSD)
- Broad-based Black Economic Empowerment (South Africa)

Outreach

As part of our outreach program, Dell has a Supplier Diversity website which allows diverse suppliers to provide information about their company to us. This is uploaded to an online database which our purchasing organization can access to identify diverse suppliers with RFQ/RFI opportunities. The link for this website is [Supplier Diversity Registration Survey \(smartsheet.com\)](https://smartsheet.com/supplier-diversity-registration-survey)

Appendix D - Dell Premier for IT Procurement Overview

At Dell Technologies, we have always been at the forefront of technology. We have a strong and vast portfolio of products, expertise, and services. Over the past few years, however, the technology world as we know it has changed. We're living in the data era—a time where customers want to shop, learn and purchase products with just a few clicks. They expect their technology to know what they need before they know they need it. The vision to be the most essential technology company for the data era focuses our goals on how all our customers – from consumer to enterprise – buy for the better through our online platform.

Dell Premier helps you save time and money, by shopping for your Dell products and solutions on a tailored site that streamlines purchasing and offers greater autonomy and control over your procurement ecosystem. The customization options for your Dell Premier portal page, enables you to fulfill your business needs throughout all phases of IT product ownership.

Using Dell Premier, you can:

- Shop a complete line of fully customizable business-class products, software & accessories.
- Set company-wide standards for product configurations, custom services and shipping options and purchase at your organization's negotiated rate.
- Prepare and save system configurations as an eQuote for repeat or future purchase at a later date.
- Retrieve and purchase sales-created quotes
- Purchase parts and upgrades for your existing hardware
- Retrieve detailed invoice, open order and purchase history reports or build your own report.
- Manage what users can see and do with defined access groups and user roles.
- Access your personalized Account page to manage your day-to-day account needs, like your address book, user access levels, reporting, and more. Orders that are placed via Dell Premier write frictionless to Dell's order management system, which means our customers typically receive their orders quicker and with less errors.
- You can also use the Dell Premier local online or global platform to integrate into your existing ERP or ITSM system.

In short, Dell Premier makes the whole process of doing business with Dell easier and more cost-efficient.

Product Catalog Offerings

Dell Premier offers a number of product catalogs (including a custom catalog option) that will provide you access to systems, software and peripherals products at your negotiated pricing.

- **Systems Catalog:** This catalog offers the user access to Dell's entire line of products.
- **Software & Peripherals Catalog:** This catalog offers the user access to thousands of accessories, software titles, parts, and upgrades.
- **Standard Configurations:** This catalog offers systems and/or software & peripherals that can be customized to show only the customer's agreed upon products at negotiated pricing.

Both Systems catalog and standard configurations give you access to

- **Dell Smart Selection (Stocked):** From your Premier page, you can easily order pre-configured systems by Dell experts based on customer insights. With Smart Selection, you get Dell's most popular business PCs with a simplified ordering process, accelerated delivery, and optional configuration services. Smart Selection systems are in stock and ready to ship.
- **Custom Build (Non-stocked):** From your Premier page, you can easily order alternative configurations that meet your needs.

eQuotes

Shopping carts can be saved as eQuotes by any shopper and forwarded to an authorized buyer for review. With e-quote functionality:

- End users configure and price their own systems
- Managers or authorized buyers receive e-mail notification of saved e-quotes for review and approval
- Time-consuming double-entry of order information and costly errors are reduced
- Purchasing bottlenecks are diminished, while spending controls stay in place

You can easily access and purchase eQuotes as well as Sales Quotes via your Dell Premier Page. eQuotes can be modified online prior to purchase. Sales Quotes are generated by a Dell Sales Representative and can be retrieved and purchased through Dell Premier. However, any modifications require Dell Sales Support.

Turn sales quotes into orders quickly and easily.

You can easily retrieve the quotes provided by your Dell Technologies account team, in addition to quotes that you create online, all on your secure Dell Premier portal.

Get your orders underway online 24/7, leverage self-service to order your quotes, track all your Dell orders and even download your packing slips or invoices.

Secure Online Ordering

Secure online orders can be placed at any time through an intuitive, streamlined checkout process.

Real time Order Tracking

When placing an order via Dell Premier, automated email notifications keep you informed of your Dell order status.

At any time, you can access the Online Order Status tool to check the status of your order and view a variety of options relating to current and past Dell purchases (up to two years). You can track orders placed via your Dell Premier page or via your Dell account team.

Reporting

Dell Premier provides easy access to comprehensive, up-to-date, and customizable data regarding all your Dell transactions. Its sophisticated reporting functionality is designed to help you to plan your purchasing, verify your payments, and manage your assets -- all at the click of a mouse. Flexible options allow you to search and sort the information so it's most useful to you.

Security and User Access

Custom-defined access roles support your approval process and control unapproved buying. Dell Premier enables customization of what users can do and see. An employee's access is limited to the information and tools that they need, and the designated administrator in your organization can modify the access role of a user as needed.

Your account team Information

Dell Premier enables easy access to the right Dell contacts. Whenever you want to inquire about products or check prices or an order, your Dell Account Team representative is always standing by to take your call.

Premier Notifications Center

Our messaging center provides you with relevant and timely updates regarding your Dell Premier experience.

- Get automatic notifications about:
- standard configurations
- order processing updates and delivery status
- eQuote status changes
- your Dell account team
- Premier news including latest features

ImageWatch

You can sign up for Dell's ImageWatch service (NDA required) in Dell Premier to view information about technology changes. It provides a 6-months outlook on: Ready To Ship & End Of Marketing Life, for platforms, hardware and software.

ImageWatch service can help you prepare a proactive procurement plan that incorporates future technology changes and minimizes their impact.

Benefits:

- Proactive planning of product changes & transitions.
- Global Standard Platforms (GSP) and their regional availability.
- Ability to create and share product configurations between your company and your account teams.
- Monitor & receive change notifications via dashboard views and on-demand e-mail alerts

Accessibility

Dell Technologies is committed to ensuring digital accessibility for people with disabilities. We are continually improving the user experience for everyone and applying the relevant accessibility standards. The commitment of Dell to diversity and to provide the best customer experience helps us to remain competitive in the marketplace. In Dell's ongoing efforts to strive for accessibility, Dell is committed to the principles and goals of the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG). Dell works toward the goal of meeting the Level AA criteria as set forth in the guideline.

Support

The Dell support site provides fast, flexible access to a comprehensive array of technical support resources. Designed for support technicians, helpdesk specialists, system engineers and IT managers, Premier Support provides fast access to the knowledge and solutions you need to help you efficiently.

Double Down on Dell Premier

We've got advanced solutions for your complex business needs.

Are you a global customer? Make Dell Premier your one-stop-shop across global operations. Dell Premier offer a sophisticated answer for large-scale technology procurement. Customers with global operations can take advantage of a secure, personalized purchasing and support site that ensures efficient global purchase operations. [Learn More](#)

Using an ERP System? Set up integration with Dell Premier. Seamlessly integrate your existing ERP system with Premier from catalog to checkout to delivery—eliminating errors and redundancy—with zero downtime! You can utilize your existing procurement system and leverage the features of Dell Premier when procuring IT such as detailed reporting, customizable solutions and centralized purchasing. [Learn More](#)

Already using ITSM (IT Service Management) Software? Invest in decentralizing your purchasing process to make your workflow more efficient. With Dell API technology, you can extend the familiar benefits of your existing ITSM system – including ServiceNow and Remedy—to the Dell Premier purchasing environment. Free up your procurement team's time to focus on strategic initiatives. [Learn More](#)

Maximizing your return on investment (ROI) and Economic Impact with Dell Premier

Modernizing IT procurement saves time and money while improving employee productivity.

According to the latest Forrester study, the four-year financial analysis based on the customer interviews and survey found that a composite organization experiences benefits of \$1.76 million over 4 years vs costs of \$444,000, adding up to a net present value (NPV) of \$1.32 million and an ROI of 297%. The research reveals that customers who use Dell Premier are able to get payback for their efforts in less than 6 months and able to enjoy:

- 1) A reduced 15% procurement team effort associated with IT hardware purchasing.
- 2) 1875 hours saved in time spent on device configuration annually.
- 3) And reduced purchase cost of \$68 per device due to product standardization.

[Read the study](#) and examine the potential return on investment (ROI) your company may realize by transforming IT procurement with Premier.

What can Dell Premier save your organization?

[Create a personalized assessment](#) and business case estimating the savings that Dell Premier can provide for your organization.

Customer Stories

UK Charity Versus Arthritis had an immediate need for a self-service portal in 2020. Versus Arthritis sent all 400 employees home to work when the COVID-19 lockdown was announced in March 2020. While the

charity already had flexible working arrangements in place, staff required additional technology to ensure the effectiveness and connectivity of their home office arrangements. Versus Arthritis needed to enable staff to order equipment direct to their homes rather than to its closed offices.

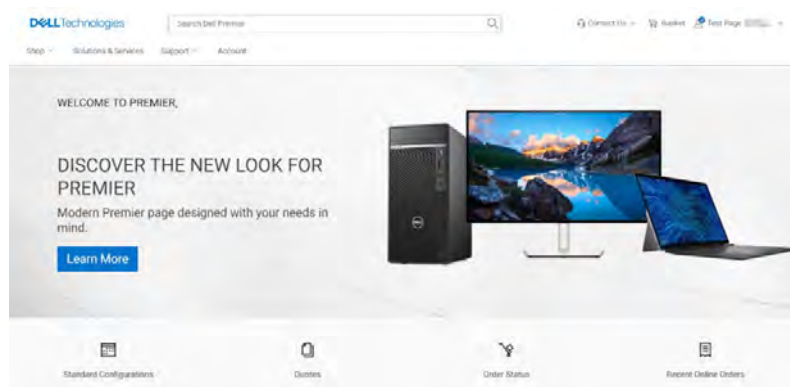
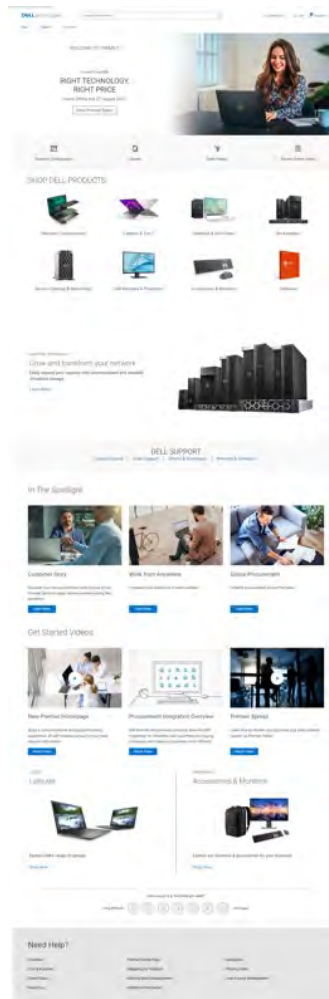
The Dell Technologies account team consulted internal e-commerce experts and proposed a customized version of Dell Premier Procurement Portal. This solution is used by internal IT or procurement teams to order products from the Dell Technologies online catalogue. On the first day of operation the IT team checked and approved nearly 70 orders. In most cases equipment was delivered in 48–72 hours, compared with the 8–9 days it could have taken if bulk orders had been delivered to the head office and redirected to peoples' homes.

- [Versus Arthritis - Work From Anywhere with Dell Premier](#)

Dell Premier was essential in helping Arkema migrate its global e-procurement platform – this meant transferring all the integrated systems for its global suppliers. Arkema chose Dell Premier Procurement Integration and Dell Premier Global Procurement to modernize their online platform. This resulted to a quick and effective migration of their global procurement platform in 6 months and 95% of their IT purchases being automated. This particular customer was very happy with the work of the Dell Premier team. While some providers tend to wait and see how things turn out in this kind of project, the Dell Premier team was proactive, anticipating our needs and meeting all deadlines.

- [Arkema - Procurement Integration](#)

Dell Premier Page at a glance:





Standard Configurations



Laptops & 2-in-1



Desktops & All-in-Ones



Workstations



Servers, Storage & Networking



Dell Monitors & Projectors



Accessories & Monitors



Software

ADAPTIVE TECHNOLOGY

Grow and transform your network

Easily expand your capacity with uncomplicated and versatile virtualized storage.

[Learn More](#)



Appendix E - Dell Limited Hardware Warranty

Limited hardware warranties

Dell-branded hardware products purchased in the U.S. or Canada may come with a 90-day, 1-year, 2-year, 3-year, 4-year, 5-year or other limited hardware warranty. Dell may offer different delivery methods for warranty service, including but not limited to parts and product dispatches, mail-in service and onsite/in-home service. Renewals and extensions of your limited hardware warranty may also be available after you purchase your product(s). To determine the warranty that came with your hardware product(s), or the warranty renewal or extension that you purchased, see your packing slip, invoice, receipt or other sales documentation. Some components of the hardware you purchased may have a shorter warranty than that listed on your packing slip, invoice, receipt or other sales documentation. Additional details related to warranty duration are listed below.

[What is covered by this limited hardware warranty?](#)

[What is not covered by this limited hardware warranty?](#)

[How long does this limited hardware warranty last?](#)

[Important Notice Relating to Third Party Product](#)

[What do I do if I need warranty service?](#)

[What will Dell do?](#)

[What if I purchased a service contract?](#)

[May I transfer the limited hardware warranty?](#)

[Dell Printer Consumables Limited Warranties](#)

[Limited Lifetime Warranty for Dell-branded tape media](#)

What is covered by this limited hardware warranty?

This limited hardware warranty covers defects in materials and workmanship in your Dell-branded hardware products, including Dell-branded peripheral products.

What is not covered by this limited hardware warranty?

This limited hardware warranty does not cover:

- Software, including without limitation, the operating system and software added to the Dell-branded hardware products through our factory-integration system, third-party software or the reloading of software
- Non Dell-branded products and accessories
- Problems that result, directly or indirectly, from:
 - External causes such as accident, abuse, misuse or problems with electrical power.
 - Servicing not authorized by Dell.
 - Usage that is not in accordance with product instructions.

- Failure to follow the product instructions or failure to perform preventive maintenance.
- Using accessories, parts or components not supplied by Dell.
- Commercial hardware products that use, or in which have been installed, products or components that have not been provided by Dell.
- Products with missing or altered service tags or serial numbers
- Products for which Dell has not received payment
- Normal wear and tear

FOR COMMERCIAL CUSTOMERS (INCLUDING SMALL, MEDIUM AND LARGE BUSINESS AND GOVERNMENT AND PUBLIC SECTOR CUSTOMERS) AND RESELLERS. This paragraph applies if you purchase Dell products for resale or for commercial or professional purposes. DELL'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR DELL-BRANDED PRODUCTS, DELL PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT; (2) RELATING TO ANY THIRD-PARTY PRODUCT OR SOFTWARE; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT OR SOFTWARE. DELL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. THIS LIMITED HARDWARE WARRANTY MAY BE VOIDED BY DELL, AT DELL'S SOLE DISCRETION, IF THIRD PARTY PRODUCTS THAT WERE NOT PROVIDED BY DELL ARE INSTALLED ON YOUR DELL SYSTEM.

FOR CONSUMERS. This section applies if you purchase Dell products that are normally used for personal, family or household purposes.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION.

DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT.

FOR ANY INCIDENT COVERED BY THIS DELL LIMITED HARDWARE WARRANTY, YOU MUST USE DELL-PROVIDED PARTS AND PRODUCTS, WHICH DELL WILL PROVIDE TO YOU FOR NO ADDITIONAL CHARGE.

TO THE EXTENT NOT PROHIBITED BY LAW IN YOUR STATE, PROVINCE, JURISDICTION OR COUNTRY, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AND CONDITIONS AGAINST HIDDEN OR LATENT DEFECTS. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES AND CONDITIONS, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

TO THE EXTENT SUCH WARRANTIES AND CONDITIONS CANNOT BE DISCLAIMED UNDER THE LAWS OF THE UNITED STATES, CANADA (AND ITS PROVINCES) OR OTHERWISE, DELL LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES AND CONDITIONS TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY (AS REFLECTED ON YOUR PACKING SLIP, INVOICE, RECEIPT OR OTHER SALES DOCUMENTATION) AND, AT DELL'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

WARRANTY SUPPORT ONLY APPLIES WHEN THE COVERED PRODUCT IS LOCATED WITHIN THE COUNTRY IN WHICH DELL ORIGINALLY SOLD THE SYSTEM, AS REFLECTED IN DELL'S RECORDS. IF YOU NEED SUPPORT FOR THE PRODUCT OUTSIDE OF THE COUNTRY OF ORIGIN (FOR EXAMPLE, WHILE TRAVELING, OR IF THE SYSTEM HAS BEEN RELOCATED TO A NEW COUNTRY), THEN DELL MAY OFFER YOU OTHER SUPPORT OPTIONS FOR AN ADDITIONAL CHARGE.

ADDITIONAL TERMS FOR U.S. CONSUMERS. IF YOU CANCEL ANY RENEWED, EXTENDED

OR ENHANCED WARRANTY WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS WARRANTY, YOU WILL RECEIVE A FULL REFUND IF NO CLAIMS HAVE BEEN MADE AGAINST THE WARRANTY. IF ANY CLAIM HAS BEEN MADE AGAINST THE WARRANTY, THEN YOU WILL RECEIVE A PRO-RATA REFUND BASED ON THE RETAIL VALUE OF ANY SERVICE PERFORMED. IF YOU CANCEL THIS WARRANTY AFTER THIRTY (30) DAYS OF YOUR RECEIPT OF THIS WARRANTY, YOU ARE ENTITLED TO A PRO-RATA REFUND AS FOLLOWS: REFUND = THE TOTAL PRICE MINUS THE FOLLOWING: (A) THE VALUE ATTRIBUTABLE TO THE PORTION OF THE RENEWED, EXTENDED OR ENHANCED WARRANTY ALREADY USED (CALCULATED BASED ON THE PERCENTAGE OF DAYS OF THE RENEWED, EXTENDED, OR ENHANCED TERM THAT ALREADY HAVE BEEN USED PRIOR TO OUR RECEIVING NOTICE OF YOUR CANCELLATION); (B) 0.1 MULTIPLIED BY THE TOTAL PRICE; AND (C) THE COST OF ANY REPAIR OR REPLACEMENT PROVIDED TO YOU BEFORE CANCELLATION.

FOR ALL CUSTOMERS. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY, AND WE DO NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR DAMAGED DATA OR SOFTWARE. DELL DOES NOT WARRANT THAT THE OPERATION OF ANY DELL PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

[How long does this limited hardware warranty last?](#)

This limited hardware warranty lasts for the time period indicated on your packing slip, invoice or receipt except for the following Dell-branded hardware:

- All variants of ioDrive® NAND Flash devices carry the length of the limited hardware warranty coverage for the Dell system with which the ioDrive NAND Flash device is shipped. ioDrive NAND Flash devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date. Additionally, ioDrive NAND Flash devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the Rated Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Rated Life. **ioDrive is a registered trademark of Fusion-io.**
- As part of standard portable configuration, batteries carry a base 1-year limited hardware warranty regardless of the length of the system warranty. In addition, for some products, a customer has the option of purchasing a battery that comes with a 3-year limited hardware warranty.

- The warranty for a print head that is included as original equipment in the Dell mobile printer is for parts only and is effective for a period of 1-year after the date of purchase of the printer or 1000 prints of printer usage, whichever occurs first.
- Your series 5, 6 or 7 PowerEdge™ RAID Controller (PERC) battery may provide up to 72 hours of controller cache memory backup power when new. Under the 1-year limited hardware warranty, we warrant that the battery will provide at least 24 hours of backup coverage during the 1-year limited hardware warranty period. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services, may be available to provide longer service periods for an additional fee.
- Your Series 8/9 PERC controller battery comes with a 3-year limited hardware warranty, which cannot be extended beyond 3 years. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services, may be available to provide longer service periods for an additional fee.
- Projector lamps carry a 1 year limited hardware warranty.
- Dell-certified and Dell-branded memory purchased separately from a Dell system (Dell-certified memory) carries a lifetime limited hardware warranty.
- The limited hardware warranty for monitors purchased independent of a system lasts for the time period indicated on your packing slip, invoice, receipt or other sales documentation. Monitors purchased with a system are covered by the system limited hardware warranty.
- The limited hardware warranty for a Dell external hard disk drive purchased simultaneously with a laptop, desktop, tablet or thin client PC lasts for the longer of (a) 2 years; or (b) the duration of the system's limited hardware warranty.
- Earphones and remote in-line controls carry a 1-year limited hardware warranty.
- Other add-on hardware carries longer hardware warranty of either a 1-year limited hardware warranty for new parts and a 90-day limited hardware warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Dell product on which such parts are installed.
- Serial ATA (SATA) hard drives in PowerEdge and PowerVault™ systems carry a 1-year limited hardware warranty, independent of system warranty. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services may be available to provide longer service periods for the SATA hard drive for an additional fee.
- Select PowerConnect™ products: the PowerConnect 2800 series, the PowerConnect 3500 series, the PowerConnect 5500 series, the PowerConnect 6200 series, the PowerConnect 7000 series, the PowerConnect 8000 series and the PowerConnect 8100 series and select Dell

Networking products: Dell Networking X1000 and X4000 series; the N1000, N2000, N3000 and N4000 series and the S3100 series are covered by the lifetime limited hardware warranty. These products carry a lifetime limited hardware warranty with Basic Hardware Service (repair or replacement) for as long as you own the product. Repair or replacement support for any Dell Networking product with limited lifetime warranty does not include configuration or configuration assistance, or other advanced service and support provided by Dell ProSupport Services. The warranty does not apply to products purchased before first announcement in Spring 2011. Dates vary by region. Contact customer service to verify if your product qualifies. See dell.com/LifetimeWarranty for more details.

- Select PowerConnect products carry an Extended Life Limited Hardware Warranty with Basic Hardware Service, which extends until 5 years after end of product model sales, subject to the specific clarifications and limitations listed below. The Extended Life Limited Hardware Warranty does not include configuration or other advanced service provided by Dell ProSupport™. The Extended Life Limited Hardware Warranty is not transferrable.

Clarifications and limitations pertaining to products with Extended Life Limited Hardware Warranty

- B-Series FCX/FCXs — Internal power supply and fans are covered; however, warranty excludes removable optics and LEDs.

- J-Series EX4200 — Warranty does not include optics and limits fan and power supply to 5 years from date of purchase.
- W-Series Access Points: W-AP92/93/93H, W-IAP92/93, W-AP104/105, W-IAP105, W-AP124/125, W-AP134/135, W-IAP134/135 — Warranty limits any power supply, antennae or accessories to 1 year from date of purchase.
- Enterprise SATA value/mix use solid-state drives (SSDs), enterprise SATA read intensive SSDs and slim SATA SSDs are not eligible for purchase of extended warranty coverage beyond 3 years, unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services, which may be available to provide longer service periods for an additional fee.
- Dell power distribution units (PDUs) and keyboard/monitor/mouse consoles (KMMs) purchased independent of a system carry a 1-year limited hardware warranty. Dell PDUs and KMMs purchased with a system are covered by the greater of 3 years or the term of the system limited hardware warranty.
- All variants of PowerEdge Express Flash PCI Express (PCIe) SSD devices carry the length of the limited hardware warranty coverage for the Dell system with which the PowerEdge Express Flash PCIe SSD device is shipped. PowerEdge Express Flash PCIe SSD devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services. Additionally, PowerEdge Express Flash PCIe SSD devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the Device Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.
- Except for SAS solid-state drives (SSDs) used in PS Series and SC Series products, enterprise SATA, SAS and NVMe SSDs are not eligible for purchase of extended warranty coverage beyond 3 years from the original shipment date, unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services, which may be available to provide longer service periods for an additional fee. All such devices have a maximum number of physical bytes that can be written to the device (the Device Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.

The limited hardware warranty on all Dell-branded products purchased directly from Dell begins on the date of the packing slip, invoice, receipt or other sales documentation. For products purchased from third-party retailers or resellers, the limited hardware warranty begins on the date of your original sales receipt. The warranty period is not extended if we repair or replace a warranted product or any parts. Dell may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive.

Important Notice Relating to Third Party Product

Dell cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party. In some cases, such as with battery packs and power adapters, use of third party product may pose an increased risk of reliability or safety issues, including increased risk of fire or explosion. This limited hardware warranty does not cover issues caused by installation or use in a Dell system of any third party product that was not provided by Dell. For Commercial customers, this limited hardware warranty may be voided by Dell, at Dell's sole discretion, if

you install or use in a Dell system any third party product that was not provided by Dell.

What do I do if I need warranty service?

Before contacting Dell, please try one or more of the following:

1. Ensure that you have installed any updates or resolved any issues identified by the monitoring, diagnostic, and proactive support tools such as Dell SupportAssist that are installed on your product. Dell SupportAssist may also be available for download onto your product if it is not already installed. Visit dell.com/supportassist for download files and resources;
2. Access dell.com/support for troubleshooting advice and directions on running hardware diagnostics; and
3. Consult your Owner's Manual.

If you need additional assistance, then, before the warranty expires, please use one of the following support options to contact Dell or our authorized representatives:

1. **Online:** Online, chat and other forms of remote support may be available. Contact information is available at dell.com/support
2. **Telephone support requests:** Contact information is included in the table below. Long distance telephone carrier charges may apply.

Please also have your Dell Service Tag or order number available when you contact Dell.

If you purchased through a retailer (not directly from Dell), you may be required to provide Dell with your original sales receipt from your purchase to receive any warranty service from Dell.

If you purchased through Best Buy, you must have all original sales receipts from your purchase to receive any warranty service at a Best Buy store. For Canada, if you purchased through Future Shop, you must have all original sales receipts from your purchase to receive any warranty service at a Future Shop store.

Contact	Web
Web Support	

Contact	Phone (U.S. Only)	Service Desk (U.S. Only)
Individual Home Consumers:	U.S. Only	
Hardware Warranty Support	1-800-624-9896	
Customer Service	1-800-624-9897	
Best Buy Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Best Buy store. Visit bestbuy.com to locate the nearest Best Buy store.	
Wireless Service Provider	1-800-308-3355 Your wireless service provider may also be able to provide hardware warranty service on your Dell smartphone or tablet.	
Individual Home Consumers who purchased through an Employee Purchase Program:		
Hardware Warranty Support and Customer Service	1-800-822-8965	
Home and Home Office Customers:		
Hardware Warranty Support and Customer Service	1-800-456-3355	
Small, Medium, Large or Global Commercial Customers, Healthcare Customers and Value-Added Resellers (VARs):		
Support and Customer Service	1-800-822-8965	
Government and Education Customers:		

Support and Customer Service 1-800-234-1490

Dell-Certified Memory 1-800-BUY-DELL

Alienware™

Hardware Warranty Support and Customer Service 1-800-ALIENWARE

Contact	Phone (Canada Only)
Individual Home Consumers, Home-Office:	1-800-847-4096
All Business, Government, Education Customers and Value-Added Resellers (VARs):	1-800-387-5757
Best Buy Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Best Buy store. Visit bestbuy.ca to locate the nearest Best Buy store.
Future Shop Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Future Shop store. Visit futureshop.ca to locate the nearest Future Shop store.

What will Dell do?

Upon contacting Dell, you will be required to engage in a remote diagnosis session to help determine the cause of your issue. Remote diagnosis may involve customer access to the inside of the product and multiple or extended sessions. If Dell determines that your issue is the result of a defect in materials or workmanship but the issue is not able to be resolved remotely, Dell, at its sole discretion, may dispatch a replacement part to you, arrange for you to send your product or defective part back to Dell's repair depot or replace the part or product with a comparable part or product that may be new or refurbished. If the Dell Limited Hardware Warranty for your product includes onsite/in-home warranty service, then Dell may also elect to dispatch a service technician to your location to perform the repair or replacement (see Important Information about Onsite/In-Home Warranty Service After Remote Diagnosis below).

If your limited hardware warranty has expired or if we determine that the problem is **not** covered under this limited hardware warranty, we may be able to offer you service alternatives on a fee basis.

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and products. Refurbished parts and products are parts or products that have been returned to Dell, some of which were never used by a customer. All parts and products are inspected and tested for quality. Replacement parts and products are covered for the remaining period of the limited hardware warranty for the product you purchased. Dell owns all parts removed from repaired products and, in most instances, you will be required to return defective parts to Dell.

Dell may use authorized representatives to provide any of the technical support or repair services under this limited hardware warranty.

Important information about returning products to Dell for repair or replacement:

For Mail-in Service: Customer supplies box, pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, we will issue a Return Material Authorization (RMA) number that you must include with your return. You must return the product to us in its original or equivalent packaging, prepay shipping charges and insure the shipment or accept the risk if the product is lost or damaged in shipment, which could void warranty coverage as customer-induced damage. We will return the repaired or replacement product to you. We will pay to ship the repaired or replaced product to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

For Mail-in Service: Customer supplies box, Dell pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, shipping instructions will be provided to you. You must package the product in its original or equivalent packaging and call the carrier designated on your shipping instructions to arrange a pickup time or, at your convenience, you may take the adequately packaged product to a designated carrier pick up location. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

For Mail in Service: Dell supplies box and pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, packaging, shipping instructions and a prepaid shipping waybill will be sent to you. Upon receipt of the shipping supplies, you must package the product in the material required and call the carrier designated on your shipping instructions to arrange a pickup time. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping

the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

When you contact us regarding certain products, we may offer to ship you a replacement product prior to receiving your original product back. In such instance, we may require a valid credit card number at the time you request a replacement product. We will not charge or invoice you for the replacement product as long as you return the original product to us within 10 days of your receipt of the replacement product and we confirm that your product issue is covered under this limited hardware warranty. If we do not receive your original product within 10 days, we will charge your credit card or invoice you for the then-current standard price for the product. If upon receipt of your original product, we determine that your product issue is not covered under this limited hardware warranty, you will be given the opportunity to return the replacement unit, at your sole expense, within 10 days from the date we contact you regarding the lack of coverage for your issue or we will charge to your credit card or invoice you the then-current standard price for the product. In addition, if you fail to pay Dell the amounts, Dell may suspend your limited hardware warranty support until the applicable amount is paid. A suspension of your limited hardware warranty for failure to properly return a product or to pay an amount charged for such failure to return a product will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

NOTE: Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as storage cards or devices, DVDs/CDs or PC Cards regardless of whether a technician is also providing in-home or onsite assistance. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. Please, only include the product components requested by Dell.

Important information about part dispatches by Dell:

For some issues, Dell may dispatch a new or refurbished part for you to replace a defective part, if we agree that the defective part needs to be replaced. You must return the defective part to Dell. When you contact us, we may offer to ship you a replacement part prior to receiving your original part back. In such instances, we may require a valid credit card number at the time you request a replacement part. We will not charge or invoice you for the replacement part as long as you return the original part to us within 10 days of your receipt of the replacement part. Failure to timely return the defective part to Dell in accordance with the written instructions provided with the replacement part may result in the suspension of your limited hardware warranty support or a charge to your credit card or invoice in the amount of the then-current standard Dell price for that part. A suspension of your limited hardware warranty for failure to properly return a part will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

We will pay to ship the part to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the part freight collect. We will also include a prepaid shipping container with each replacement part for your use in returning the replaced part to us.

NOTE: Before you replace parts, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as storage cards or devices, DVDs/CDs or PC Cards regardless of whether a technician is also providing in-home or onsite assistance. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. When returning parts to Dell, please only include the product components requested by Dell.

Important information about Onsite/In-Home Warranty Service After Remote Diagnosis:

If the Dell Limited Hardware Warranty for your product includes onsite/in-home warranty service, then if Dell determines that your issue is covered under this limited hardware warranty and your problem cannot be resolved remotely or, if applicable, by dispatching a part or replacement product to you, then Dell may dispatch a service technician to your location within the United States (including Puerto Rico, but excluding the other U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Please tell the technician the full address of your system's location. Both the performance of service and service response times depend upon the time of day your request is received by Dell, the service alternative you purchased, parts availability, geographical restrictions, weather conditions and the terms of this limited hardware warranty. An adult must be present at all times during the service technician's visit. You must grant the service technician full access to the system and (at no cost to Dell) have working space, electricity and a local telephone line. If these requirements are lacking, Dell is not obligated to provide service. In addition, Dell is not obligated to provide service if you fail to provide an environment that is conducive to computer repair, including for example, if you insist on service to be provided at varying locations, if you fail to properly restrain a pet, if you threaten our technician either verbally or physically, or if your location or the general area where the system is located is dangerous, infested with insects, rodents, pests, biohazards, human or animal excrement and/or chemicals as reasonably determined to be unsafe by our technician. If you or your authorized representative is not at the location when the service technician arrives, the service technician will not be able to service your system and you may be charged an additional amount for a follow-up service call.

If Dell determines that your system needs a replacement part, you authorize the on-site technician to act as your service agent to handle the delivery and return of the warranty parts necessary to render on-site repairs. You may incur a charge if you fail to allow the on-site technician to return nonworking/unused units/warranty parts to Dell.

What if I purchased a service contract?

If your service contract is with Dell, service will be provided to you under the terms of the service agreement. Please refer to that contract for details on how to obtain service.

If you purchased through us, a service contract with a third-party service provider, please refer to that contract for details on how to obtain service.

See dell.com/servicecontracts for more details.

May I transfer the limited hardware warranty?

Limited hardware warranties on systems may be transferred if the current **owner** transfers ownership of the system and records the transfer with us. The limited hardware warranty on Dell-certified memory may not be transferred. For U.S. customers, you may record your transfer by going to Dell's website:

Customer Type:	U.S. Ownership Transfer Website:
Home and Home Office:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=19&l=en&s=dhs&~ck=mn
Small and Medium Business:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=04&l=en&s=bsd&~ck=mn
Large Enterprise:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=555&l=en&s=biz&~ck=mn
Federal Government:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC1009777&l=en&s=fed&~ck=mn
State and Local Government:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC978219&l=en&s=slg&~ck=mn
Higher Education:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC956904&l=en&s=hied&~ck=mn
K-12 Education:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC1084719&l=en&s=k12&~ck=mn
Healthcare:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC968571&l=en&s=hea&~ck=mn

For Canadian customers, you may record your transfer by going to Dell's Canadian website:

[//www.dell.com/support/retail/ca/en/cadhs1/ownershiptransfer/IdentifySystem?~ck=mn](http://www.dell.com/support/retail/ca/en/cadhs1/ownershiptransfer/IdentifySystem?~ck=mn)

If you do not have internet access, call your customer care representative or call 1-800-624-9897.

All requests to transfer ownership are at Dell's sole discretion. All such transfers will be subject to the terms and conditions of the original service or limited hardware warranty agreement and Dell's applicable terms and conditions of sale located at dell.com/terms (for U.S. customers), dell.ca/terms (for Canadian customers — English) or dell.ca/conditions (for Canadian customers — French). Dell cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party.

Dell Printer Consumables Limited Warranties

The following sections describe the limited warranty for Dell-branded printer consumables (ink cartridges, toner cartridges, photo print packs and photo paper) for the U.S., Canada and Latin America. Refer to the appropriate limited warranty accordingly.

Consumables Limited Warranty (U.S. and Canada Only)

Dell ink

Dell warrants to the original purchaser of genuine Dell-branded ink cartridges that they will be free from defects in material and workmanship for two years beginning on the date of invoice.

Toner

Dell warrants to the original purchaser of genuine Dell-branded toner cartridges that they will be free from defects in material and workmanship for the life of the cartridge under normal use and storage conditions. Lifetime toner warranty applies to the original toner only and does not apply to refilled or remanufactured toner cartridges.

Dell paper

Dell warrants to the original purchaser of genuine Dell Premium Photo Paper and photo print packs that they will be free from defects in material and workmanship for 90 days beginning on the date of invoice.

If any of these products prove defective in either material or workmanship, they will be replaced without charge during the limited warranty period if returned to Dell. You must first call our toll-free number to get your return authorization. In the U.S., call 1-800-822-8965; in Canada, call 1-800-387-5757. If we are not able to replace the product because it has been discontinued or is not available, we will either replace it with a comparable product or reimburse you for the cartridge purchase cost, at Dell's sole option. This limited warranty does not apply to product damage resulting from misuse, abuse, accident, cartridge refilling or remanufacturing by customer, neglect, mishandling or incorrect environments.

Limited Lifetime Warranty for Dell-branded tape media

Dell warrants to you, the end-user customer, that this product will be free from defects in material and workmanship for the lifetime of the product, if it is properly used and maintained. If this product proves

defective in either material or workmanship, Dell, at its option, will (a) repair the product, (b) replace the product or (c) refund the purchase price of the product, provided that the product has been returned to Dell with proof of purchase, such as a purchase order, invoice or sales receipt. You must first contact your local Dell support representative for your authorization option. To contact your local support representative, please visit dell.com, choose your country using the drop down menu located at the top of the page and then click on services and support. This limited lifetime warranty does not apply to failure of the product resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, incorrect environments or wear from ordinary use.

THIS LIMITED LIFETIME WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE, JURISDICTION TO JURISDICTION OR COUNTRY TO COUNTRY. DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT AS SET FORTH IN THIS LIMITED LIFETIME WARRANTY STATEMENT. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT. ANY IMPLIED WARRANTIES AND CONDITIONS THAT MAY BE IMPOSED BY AND THAT ARE NOT PERMITTED TO BE DISCLAIMED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED LIFETIME WARRANTY COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THIS PRODUCT TO ANOTHER PARTY.

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED LIFETIME WARRANTY AND WE DO NOT ACCEPT LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. DELL'S LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH DELL IS RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE

ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. **Appendix F - Dell Return Policy**

U.S. Return Policy

Direct (applies only to purchases directly from Dell)

Dell values its relationship with you and offers you the option to return most products you purchase directly from Dell. For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product. Note: If your purchase qualifies for a promotion offered by Dell that extends the return period for a specific product, the return rights and obligations included with the promotion will apply to your purchase.

30-Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals and parts may be returned if requested and approved by Dell within 30 calendar days from the date on the packing slip or invoice for a refund or credit of the purchase price paid. Note that your refund or credit may be reduced by the amount of shipping and handling fees and any applicable restocking fees (as further described below). Any product returned to Dell **without prior authorization** from Dell will be considered an **unauthorized** return, and you will not receive a refund or credit for the product and Dell will not ship the product back to you. For instructions about requesting a return, see "How to Return a Product" below. **All approved returns must be received by Dell within 30 calendar days of the return approval date otherwise the amount of refund or credit may be reduced or eliminated if the product(s) are returned late.**

Exceptions to Dell's 30-Day Return Period:

- **Software may not be returned at any time**, unless the software being returned is:
 1. Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
 2. Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking to agree to applicable terms.
- **Additional products not eligible for return at any time:**
 1. **Dell EMC**-branded products
 2. **Dell Wyse™** and **Wyse**-branded products
 3. Non-Dell-branded enterprise hardware and software products
 4. Customized products
- Unless you have specifically agreed otherwise in your written agreement with Dell, **there is no right of return for software purchased under any type of volume license arrangement.**
- Dell reserves the right to deny any returns in circumstances involving repeated returns, violation of the Dell Terms of Sale or other impermissible activity.

Restocking Fees: Unless the product is defective or the return is a direct result of a Dell error, Dell may charge a restocking fee of **15%** of the purchase price paid less shipping and handling, plus any applicable sales tax, which would be applied through a total reduced refund or credit.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Dell may deduct the value of the discount, promotional item or redeemed card from any refund or credit you receive for the return of the purchased item.

How to Return a Product: Before returning a product, you **MUST** first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to www.dell.com/contactus or see the "Contacting Dell" or "Getting Help" section of your customer documentation. To initiate a return online, please click [here](#).

NOTE: You MUST follow these steps when returning a product:

- Ship the product to Dell. Please note that all approved returns must be received by Dell within 30 days of the date that Dell issues the return authorization and instructions.
- Ship back **all** products you are seeking to return to Dell and for which you received a CRA number. For partial returns, your refund or credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- For customers returning a TV, the TV must be returned in the original packaging it was received in (including box and protective cushioning). If you do not have the original packaging, you must provide separate packaging.
- For commercial customers, you must ship the products at your expense, and make sure the shipment is insured, or accept the risk of loss or damage during shipment.

Upon receipt of your return, Dell will issue a credit or refund of the purchase price paid, which may be reduced by the amount of shipping and handling fees and any applicable restocking fees subject to this policy.

Note: Before you return the product to Dell, make sure to back up any data on the hard drive(s) and on any other storage device in the product. Remove all confidential, proprietary and personal information as well as removable media such as flash drives, CDs and PC Cards. Dell is not responsible for any confidential, proprietary or personal information; lost or corrupted data; or damaged or lost removable media that may be included with your return.

Systems configured with an Intel® 8th Gen or later CPU are designed to run optimally with the Microsoft Windows 10 operating system. Removing the factory-installed operating system to run a non-Windows 10 operating system (such as Windows 7 or Windows 8) may make the product ineligible for return to Dell for a refund or cause system instability and performance issues that may not be covered by your warranty, support, or service agreements.

Appendix G - Vendor Certifications

 01-300
(Rev. 1-07/17)

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Merchants: A copy of this permit does not replace a resale or exemption certificate. You will be responsible for sales tax unless you have a valid resale/exemption certificate on file.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

DELL MARKETING LP
DELL MARKETING LP
8687 N CENTRAL EXPY
DALLAS TX 75225-4427

NAICS CODE: 334111 DESCRIPTION ON NEXT LINE:
Electronic Computer MFG

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:
CITY: DALLAS EFF: 01/01/2007
TRANSIT: DALLAS MTA EFF: 01/01/2007

You must obtain a new permit if there is a change of ownership, location, or business location name.

Type of permit	SALES AND USE TAX
Taxpayer number	1-74-2616805-4
Location number	00005
First business date	01/01/2007


SUSAN COMBS
Comptroller of Public Accounts

YOU MAY NEED TO COLLECT SALES AND/OR USE TAX FOR OTHER LOCAL TAXING AUTHORITIES DEPENDING ON YOUR TYPE OF BUSINESS.
If you have any questions regarding sales tax, you may contact the Texas State Comptroller's field office in your area or call 1-800-252-5555, toll free, nationwide. The Austin number is 512/463-4600.

DETACH HERE AND PROMINENTLY DISPLAY YOUR PERMIT ONLY

IS THE INFORMATION PRINTED ON THIS PERMIT INCORRECT?

The information printed on your permit must be accurate and current. To make corrections, you may detach and complete ONLY the information in the form below which is incorrect, and mail it to COMPTROLLER OF PUBLIC ACCOUNTS, 111 E. 17th Street, Austin, TX 78774-0100.

MAKING CHANGES TO LOCAL TAXING AUTHORITIES OR BUSINESS DESCRIPTION LISTED ON THIS PERMIT

- You will need to contact us to correct the local taxing authorities for this business location. Contact your city/transit authority/county/special purpose district if you are unsure if your business is located within that taxing jurisdiction. We can assist you in determining your local sales and use tax responsibilities, and the appropriate rate for each local taxing authority. Publication 94-105, "Guidelines for Collecting Local Sales and Use Tax" and Publication 96-132, "Texas Sales and Use Tax Rates" are available on the Comptroller's web site at www.window.state.tx.us/taxinfo/local/.
- Visit us online at www.window.state.tx.us/taxinfo/sales/naics_coding.html if you need to correct the description of your business printed on the front of this permit.

MORE INFORMATION ABOUT YOUR PERMIT

- You must prominently display this permit in your place of business.
- The information on your permit is public information.
- You cannot use this permit or a copy of it as a resale or exemption certificate.
- If the location specified on this permit is closed, return this permit to the Comptroller of Public Accounts and indicate the date of the last business transaction.
- Depending on your type of business, you may need to collect sales and/or use tax for other local taxing authorities not listed on this permit.

TEXAS SALES AND USE TAX PERMIT

Taxpayer name shown on the permit DELL MARKETING LP			
Taxpayer number shown on the permit 17426168054		Location number shown on the permit 00005	
Correct business location name .			
Correct business location (no P.O. Box or directions accepted) .			
City	State	ZIP code	Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at https://www.window.state.tx.us/accmaint/changeaddress.html
Correct taxpayer name .		Daytime phone (Area code and number)	
Correct mailing address .			
City	State	ZIP code	Federal Employer Identification number
If you are no longer in business, enter the date of your last business transaction. ---			
sign here Taxpayer or authorized agent		Date	


000001130

Form 01-300 (Back) (Rev.1-07/17)

All permits are issued subject to the provisions of the law. This permit may be revoked, suspended, or cancelled for a violation of any provision of any taxing statute administered by the Texas Comptroller of Public Accounts or of any rule adopted by the Comptroller to administer those statutes. Receipt of this permit does not mean that the taxpayer to whom it is issued is in good standing with the Comptroller.

Please note that you are responsible for collecting the correct amount of local taxes. For example, if our records show that one of your locations outside the city limits, and it is, in fact, inside the city, you are still responsible for collecting and remitting the city sales tax. If the local taxing authorities on your sales tax permit are incorrect, please call us, so we can correct them.

Taxpayer name and mailing address

DELL MARKETING LP
18006 SKY PARK CIR STE 106
IRVINE

CA 92614-6406

92

**OPERATING WITHOUT A VALID
PERMIT IS A MISDEMEANOR
PUNISHABLE BY A FINE OF NOT
MORE THAN \$500 PER DAY.**

Legal citation: TEX. TAX CODE ANN. chs. 111 and 151.

*For an existing business, this permit replaces the permit you now hold for this location.
All previous permits of this type issued by the Texas Comptroller of Public Accounts are void.*

*** Important Sales Tax Information ***

You must file a sales and use tax return even if you have no taxable sales and/or no tax due.

FILE AND PAY YOUR SALES TAX ONLINE

WebFile automatically calculates the sales tax due and provides a confirmation that we received your return. WebFile is available online at www.window.state.tx.us/webfile/salestax.html

FILE NO TAX DUE RETURNS BY PHONE

You can also file your no tax due sales and use tax return by calling TeleFile at **1-888-4FILING (1-888-434-5464)**.

DOWNLOAD SALES AND USE TAX FORMS ONLINE

You will receive a preprinted sales and use tax return in the mail about 20-30 days before each return is due. You can also download sales and use tax forms online at www.cpa.state.tx.us/taxinfo/taxforms/01-forms.html

UPDATE YOUR ACCOUNT INFORMATION

Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at <https://www.window.state.tx.us/accmaint/changeaddress.html> or call our toll-free voice mailbox at **1-800-224-1844**.

SALES TAX FREQUENTLY ASKED QUESTIONS

Read our sales tax frequently asked questions online at www.window.state.tx.us/taxinfo/sales/questions.html

You have certain rights under Chapters 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at the address or toll-free number listed on this form.

DELL MARKETING L.P.
SECOND AMENDED AND RESTATED
CERTIFICATE OF FORMATION

January 30, 2020

FILED
In the Office of the
Secretary of State of Texas
FEB 03 2020
Corporations Section

Dell Marketing L.P. (the "**Partnership**"), by and through its undersigned general partner, adopts the following in accordance with Sections 3.057 through 3.059 of the Texas Business Organizations Code (the "**TBOC**").

1. The name of the filing entity is Dell Marketing L.P., a Texas limited partnership.
2. The Partnership was formed as a limited partnership on December 23, 1991 and issued file number 6260510 by the Secretary of State of the State of Texas (the "**Secretary of State**"). The Partnership filed an Amended and Restated Certificate of Limited Partnership (the "**Amended and Restated Certificate**") on July 29, 2003 with the Secretary of State.
3. This instrument restates the Amended and Restated Certificate, referred to herein as the certificate of formation, as amended and supplemented by all articles of amendment previously issued by the Secretary of State, and as further amended as set forth herein.
4. This instrument further amends the certificate of formation of the Partnership by:
 - a. Replacing all references to provisions of the Texas Revised Limited Partnership Act to the appropriate provisions of the TBOC.
 - b. Adding Section 5, which names certain officers of the Partnership duly appointed by the General Partner.
5. Each and every amendment described in paragraph 4 above has been made in accordance with the provisions of the TBOC. The amendments to the certificate of formation and the restated certificate of formation have been approved in the manner required by the TBOC and by the governing documents of the Partnership.
6. The Second Amended and Restated Certificate of Formation attached hereto as **Exhibit A** accurately states the text of the certificate of formation being restated and each amendment thereto that is in effect, and as further amended herein. The attached Second Amended and Restated Certificate of Formation does not contain any other change except for the information permitted to be omitted by the provisions of the TBOC applicable to the Partnership. The existing certificate of formation of the Partnership and all amendments and supplements thereto are hereby superseded by the Second Amended and Restated Certificate of Formation attached hereto.
7. This document is effective when filed by the Secretary of State of the State of Texas.

[Remainder of Page Left Intentionally Blank]

The undersigned affirms that the person designated as registered agent in the Second Amended and Restated Certificate of Formation has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the Partnership to execute this Second Amended and Restated Certificate of Formation.

DELL MARKETING GP L.L.C., general partner

By: 
Name: Robert L. Potts
Title: Senior Vice President and Assistant Secretary

EXHIBIT A

Second Amended and Restated Certificate of Formation of Dell Marketing L.P.

(see attached)

DELL MARKETING L.P.
SECOND AMENDED AND RESTATED
CERTIFICATE OF FORMATION

January 27, 2020

This Second Amended and Restated Certificate of Formation of Dell Marketing L.P. (the "**Partnership**") was duly executed and is being filed by Dell Marketing GP L.L.C., a Delaware limited liability company, as general partner, in accordance with Sections 3.057 through 3.060 of the Texas Business Organizations Code (the "**TBOC**"). The following amends and restates the Amended and Restated Certificate of Limited Partnership, which was filed on July 29, 2003.

1. The name of the Partnership is Dell Marketing L.P.
2. The address of the registered office of the Partnership in the State of Texas is: Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 East 7th Street, Suite 620, Austin, Texas 78701-3218. The name of the registered agent of the Partnership at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company.
3. The address of the Partnership's principal office in the United States where records are kept or made available is located at One Dell Way, Round Rock, Texas 78682.
4. The name and address of the sole general partner of the Partnership are as follows:

Dell Marketing GP L.L.C.
One Dell Way
Round Rock, Texas 78682

5. The following officers of the Partnership, among others, have been duly appointed by the general partner of the Partnership:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Richard Jay Rothberg	General Counsel and Secretary	One Dell Way Round Rock, TX 78682
Robert Linn Potts	Senior Vice President and Assistant Secretary	One Dell Way Round Rock, TX 78682

Appendix H - Dell Financial Services

Response to Specific RFP Provisions

Many of the terms and conditions presented in the RFP are applicable to straight procurement/purchase transactions and not to leasing and financing and other flexible payment solutions, which are made available directly through DFS or PFS in accordance with one or more of the separately negotiated DFS or PFS lease or finance agreements ("Lease(s)"). Since the current RFP does not contain any Lease terms and conditions, any eligible Public Agency under this RFP authorized to execute such Leases under applicable law must execute a separate Lease directly with DFS or PFS for the hardware, software, and/or services being procured under this RFP. Each Lease will separately establish a long-term (beyond net 30 days) financial relationship between DFS or PFS and each Public Agency procuring under the NCPA contract). Any Lease solutions will be subject to the terms and conditions of the corresponding DFS or PFS Lease. Each eligible Public Agency will be required to separately negotiate the terms and conditions of its Lease with DFS or PFS directly. To the extent of any conflict or inconsistency between the terms of the DFS or PFS Lease and the terms of this RFP, the terms and conditions of the DFS or PFS Lease will prevail.

In addition, Dell may offer consumption-based models under its Dell APEX Flex on Demand Program ("FOD") as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement ("MFCA"). Any FOD solution will be subject to the terms and conditions of the MFCA only, an example of which is attached hereto in Appendix H. Eligible customer shall negotiate the terms and conditions of such FOD solution directly with vendor or its designated affiliate or its authorized distributor/partner/reseller, including, but not limited to, the MFCA, any flexible consumption schedule ("Schedule"), and any other documentation that may be required for such transaction. The parties recognize that the MFCA and any Schedule executed by the parties hereunder are separate and independent agreements between the eligible customer and Dell or its designated affiliate or its authorized distributor/partner/reseller, with the terms thereof constituting the entire agreement for such transaction. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of the RFP, and conditions of the MFCA will prevail for such offerings. Samples of the MFCA, Schedules, and any other related documentation that may be applicable are attached in Appendix H.



Dell Financial Services Public Master Lease Agreement

LESSOR: DELL FINANCIAL SERVICES L.L.C.

LESSEE:

Mailing Address:

One Dell Way
Round Rock, TX 78682

Principal Address:

Fax:
Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

or extensions thereof, is defined as the "Lease Term". The Lease is non-cancelable by Lessee, except as expressly provided in Section 5.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR

POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days' notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force..

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self-insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self-insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds

rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or

proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or

security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES: TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by

Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN , AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor

may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Dell Financial Services L.L.C.

"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the **Agreement** and any related Lease Schedule(s) from time to time thereunder between the Public Entity and **Customer** should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**
2. The Clerk, Secretary, etc. should insert the **Agreement** No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and
7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.



SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.)
of _____, a public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. _____ (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Customer, or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____

Name: _____

Title: _____
(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____
(Name)

Date: _____

My commission expires: _____

Billing and Schedule Information

Welcome to Dell Financial Services (DFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your DFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit DFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit DFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to USDFSCASHPAYMENTS@dell.com
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to USDFSCASHPAYMENTS@dell.com JPM Swift Code for international wires only: CHASUS33
Payee Information	Dell Financial Services L.L.C. Payment Processing Center Federal Tax ID# 74-2825828	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information:

Company Name:

Physical Address (primary location):

City, State, ZIP:

Federal Tax ID:

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation**:

Attention: Email Address:

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: Title:

Telephone Number: Email Address:

Would you prefer to sign your documents electronically via Echosign? ☐ Yes ☐ No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?*

☐ Cost Center ☐ Equipment Type ☐ Equipment Location ☐ PO Number

*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Dell Financial Services L.L.C.

If you are unable to issue purchase orders to DFS please specify how the PO Number will be issued:

Do you utilize blanket PO Numbers? ☐ Yes ☐ No

Do you use a different PO Number for payment versus procurement? ☐ Yes ☐ No

Is PO fulfillment required for scheduling? ☐ Yes ☐ No

DFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your DFS Sales representative.

Is board approval necessary? ☐ Yes ☐ No If yes, when are meetings held?

Fiscal Year is from to

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name:

Does this billing address match the primary location above? ☐ Yes (If yes, please skip and proceed to Invoice Preference) ☐ No

AP Address:

City, State, ZIP:

County:

AP Email Address: AP Direct Telephone Number:

Email Address for PDF or Electronic Invoices (if different than AP contact):

VI. Invoice Preferences (choose one from each category):

Invoice Options: ☐ **Contract Level** (one invoice per contract) ☐ **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: ☐ **Detail** (asset level) ☐ **Summary**

Delivery Format: ☐ **Paper** (USPS) ☐ **PDF** (paper copy is not mailed) ☐ **Electronic CSV** (converted to Excel)

☐ **3rd Party Invoicing Tool, Ariba/SAP** (enter tool name):

Do you need separate invoices for miscellaneous billings? ☐ Yes ☐ No

Do you require a PO Number on the invoice to process payment? ☐ Yes ☐ No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your DFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? ☐ Yes ☐ No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? ☐ Yes ☐ No

Personal Property Tax (PPT): ☐ Rebill Annually ☐ Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? ☐ Yes ☐ No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? ☐ Yes ☐ No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both DFS and the product vendor. Certificates intended for Leases should be issued to Dell Financial Services L.L.C., and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to DFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided for **each state** in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Dell Financial Services
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.



Lease Schedules:

Fair Market Value Lease

\$1 Out Purchase Option Lease

Tax Exempt Lease Purchase Lease

Dell Flex Lease Purchase

PCaaS Schedule

Software Schedule



[Customer Name]
TRUE LEASE SCHEDULE NO.
MASTER LEASE AGREEMENT NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: [REDACTED]

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. **TRUE LEASE:** The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term.

2. **END OF LEASE OPTIONS.**

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

- (i) purchase all of the Products at the Fair Market Value (as defined below);
- (ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
- (iii) return all of the Products in accordance with the Agreement.

(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) Whether or not Lessee has given Lessor notice if its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

"Lessee" By: _____ Name: _____ Title: _____ Date: _____	DELL FINANCIAL SERVICES L.L.C. "Lessor" By: _____ Name: _____ Title: _____ Date: _____
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**LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____ ("Agreement") DATED _____ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: _____

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date*</u>
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in _____

Payment Period: _____

*The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

<u>Payment Number</u>	<u>Purchase Date</u>	<u>Rent</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Purchase Price</u>
See Exhibit 'B'					

2. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and at least 60 days but no more than 180 days before the purchase date ("Purchase Date") selected by Lessee, Lessee will give irrevocable written notice to Lessor of its intention to:

- (i) purchase the Products for \$1.00 at the end of the Primary Term;
- (ii) purchase the Products at the Purchase Price as stated in Paragraph (i) above or as listed on Exhibit B, so long as all other amounts due on the Purchase Date have been paid in full; or
- (iii) return the Products in accordance with the Agreement for a fee agreed upon by both parties.

Upon satisfaction by Lessee of such conditions, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"	DELL FINANCIAL SERVICES L.L.C. "Lessor"
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



**LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____ ("Agreement") DATED _____ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: _____

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date</u>
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in

Payment Period:

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

2. SECTION 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution and delivery to Lessor of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule; :

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT AND ANY AMENDMENTS THERETO, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

3. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete the first and last sentences of paragraph (d).

4. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following: "Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

5. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF

DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

6. COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"

By: _____

Name: _____

Title: _____

Date: _____

DELL FINANCIAL SERVICES L.L.C.

"Lessor"

By: _____

Name: _____

Title: _____

Date: _____



**DELL FLEX LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____ ("Agreement") DATED _____ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: _____

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date*</u>
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in

Payment Period:

*The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

Add as a new last sentence to subsection (b) the following:

"Because the Products will be used for a governmental or proprietary purpose of Lessee, they are exempt from all sales, use and property taxes."

2. SECTION 3. TERM.

Insert as a new second paragraph the following:

"TECHNOLOGY REFRESH WITH NEW FINANCING OPTION. Provided no Event of Default has occurred or is continuing under this Schedule and the Agreement, Lessee may exercise the following technology refresh option ("Tech Refresh Option") by delivering to Lessor an irrevocable written election notice to exercise the Tech Refresh Option at least 120 days prior to the expiration of the Primary Term and by completing all of the following on or before the beginning of the last month of the Primary Term (the "Tech Refresh Date"):

- (i) Lessee returns all (but not less than all) of the Products on this Schedule ("Original Products") to Lessor in the same manner as described in the Agreement; and
- (ii) Lessee enters into a new Schedule under the Agreement (the "New Lease") with a primary term of at least 24 months for new equipment ("New Products") which are, as determined by Lessor, of the same manufacture, type and quality as the Original Products and which have a Total Product Cost that is at least 75% of the Total Product Cost of the Original Products.

When Lessee completely fulfills the terms and conditions of the Tech Refresh option and has made all payments and performed all other obligations under the Schedule and the Agreement, then this Schedule shall terminate and, except as

provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule. Notwithstanding the election by Lessee of the Tech Refresh Option, the Schedule and Agreement shall remain in full force and effect and if the terms and condition of the Tech Refresh Option are not fulfilled before the Tech Refresh Date, the Tech Refresh Option shall be null and void and Lessee shall pay the final Rent payment due on the Tech Refresh Date.

3. SECTION 11. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

- “(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution (and delivery to Lessor) of information statements requested by Lessor;
- (k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;
- (l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;
- (m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;
- (n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;
- (o) No fund or account which secures or otherwise relates to the Rent has been established;
- (p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;
- (q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;
- (r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;
- (s) To the best of our knowledge, information and belief, the above expectations are reasonable; and
- (t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. (“DEF”) pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee.”

4. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete “FINANCE LEASE” in the title of this Section and delete paragraph (d).

5. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following:

"If Lessee has not terminated the Lease in accordance with Section 5 of the Agreement and no Event of Default has occurred and is continuing, then upon payment of all Rent and other amounts due under this Schedule and the Agreement, at the end of the Lease Term, Lessee is entitled to Lessor's interest in the Products "AS IS, WHERE IS," without any warranty or representation by Lessor, express or implied, other than the absence of any liens by, through or under Lessor. Lessee will deliver to Lessor documents reasonably requested by Lessor to give public notice of Lessor's interest in the Products."

6. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

7. COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"

By: _____

Name: _____

Title: _____

Date: _____

DELL FINANCIAL SERVICES L.L.C.

"Lessor"

By: _____

Name: _____

Title: _____

Date: _____

[LESSEE LEGAL NAME]
PC as a SERVICE
MASTER AGREEMENT SCHEDULE NO. _____

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER AGREEMENT NO. _____ ("Agreement") DATED _____, 20__ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit A attached to and made a part hereof.

PRODUCT SELLER: Dell Marketing LP, One Dell Way, Round Rock, TX 78682

Description	Number of Seats	Per Seat Fee	Rent
[Example: Equipment and Soft Cost Items set forth in Dell Quote # 123456]	[Example: 1,000]	[Example: \$50.00]	[Example: \$50,000]
Total:			\$

Total Product Acquisition Cost: \$ _____

Primary Term: _____

Rent is payable: _____ in advance; _____ in arrears [specify]

Payment Period: _____ Monthly _____ Quarterly _____

Pro-rated Rent: does not apply

* Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit A.

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

For the purposes of this Schedule: a "Seat" means a unit of Equipment and the Soft Cost Items linked with that unit.

Flexible Consumption Terms:

Provided that no Event of Default has occurred and is continuing, Lessee may give irrevocable written notice to Lessor of its intention to exercise one of the following three options: Flex Up; Flex Down; or a combination of Flex Up and Flex Down.

Flex Up

At any time during the Primary Term, Lessee may add additional Seats at any time by executing a new Schedule (subject to credit and pricing approval).

Flex Down

Once, at any time after the half-way point of the Primary Term, and Provided that no Event of Default has occurred and is continuing, Lessee may remove up to ____% of the Seats by providing at least 90 days' notice to Lessor with such notice listing the Equipment to be returned by serial number. If the Lessee has contracted with Product Seller for asset return services for the Seat, then the removal of the Seat will be at no additional cost to the Lessee. Otherwise, Lessee is responsible for the costs of returning the Seat in accordance with the Agreement. Upon Lessor's receipt of the Seat, Lessee's Rent over the remainder of the Primary Term will be lowered to reflect the Seats received.

Combination

Once, at any time after the half-way point of the Primary Term, and Provided that no Event of Default has occurred and is continuing, Customer may add additional Seats at any time by executing a new Schedule (subject to credit and pricing approval)

MASTER LEASE AGREEMENT SCHEDULE NO. _____

while at the same time removing up to ____% of the Seats by providing at least 90 days' notice to Lessor with such notice listing the Equipment to be returned by serial number. If the Lessee has contracted with Product Seller for asset return services for the Seat, then the removal of the Seat will be at no additional cost to the Lessee. Otherwise, Customer is responsible for the costs of returning the Seat in accordance with the Agreement. Upon Lessor's receipt of the Seat, Lessee's Rent over the remainder of the Primary Term will be lowered to reflect the Seats received.

Extension Option

Provided that no Event of Default has occurred and is continuing, Lessee has two options upon giving notice at least 30 days prior to the expiration of the Primary Term: (1) renew the Schedule for a mutually agreeable term, or (2) renew the Schedule on a month-to-month basis, terminable upon 30 days notice from either party to the other. For both Renewal Terms, the Rent shall be the same as the Rent during the Initial Term.

Holdover Period

If the Lessee has contracted with Dell for asset return services for a Seat, then Lessee is not liable for any amount beyond the Base Term unless Lessee has exercised the above Extension Option or, through its actions or inactions, prevented Dell from retrieving the Seat. Where Lessee prevented Dell from retrieving the Seat or has not contracted with Dell for asset return services for a Seat, then in the event Lessee has not returned the Seat in accordance with the Agreement, the Term will automatically extend for successive one-month terms in which case Lessee will pay Lessor the same Rent as during the Initial Term. Such one-month terms will continue until Lessor's receipt of the Seat.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit A.

[LESSEE LEGAL NAME]

(Lessee)

By: _____

(Authorized Signature)

(Name/Title)

(Date)

DELL FINANCIAL SERVICES L.L.C.

(Lessor)

By: _____

(Authorized Signature)

(Name/Title)

(Date)



**LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.
(SOFTWARE AND/OR MAINTENANCE ONLY FINANCING SCHEDULE)**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____ and any amendments, if applicable ("Agreement") DATED _____ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: _____

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date</u>
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Interest Rate:

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION:

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest comprising the Rent, and Purchase Price as of the applicable Purchase Date are shown in the chart on Exhibit "B", attached to and made a part hereof.

2. NATURE OF SCHEDULE. Lessee and Lessor acknowledge that this Schedule is strictly a financing arrangement providing for the repayment of a lease purchase in the amount of the Lessor's Basis (as defined below) made by Lessor to Lessee by performing Lessee's payment obligations to the Product Seller under Lessee's Purchase Order referenced above and is to be repaid as and when set forth herein. The amount of the Rent payments provided for herein represents payments of principal and interest on such lease purchase.

3. PRODUCTS CONSISTING SOLELY OF SOFTWARE AND RELATED SERVICES. The Products covered by this Schedule consist exclusively of the Software identified on Exhibit A; that Lessee hereby acknowledges has been delivered, installed, and accepted by Lessee. Lessee and Lessor agree that (i) any language in the Agreement pertaining to Lessor's ownership of the Products and (ii) the following sections of the Agreement shall not apply to this Schedule: 8 (Return); 10 (Alterations); 14(a)(ii) (in so far as it purports to provide Lessor a right to sell, lease, or otherwise dispose of the Products consisting of Software licenses that would violate the underlying license agreement); and, 17 (Ownership; Liens and Encumbrances; Labels). Notwithstanding the foregoing, Lessee acknowledges that the remaining terms and conditions of the Agreement shall apply to this Schedule including without limitation: Sections 4 (Rent; Taxes; Payment Obligation); 5 (Appropriation of Funds); 6 (Licensed Materials); 12 (Warranty Assignment; Exclusion of Warranties; Limitation of Liability;

Finance Lease); and 16 (Indemnification). This Schedule shall terminate upon the expiration of the Primary Term without extension or renewal; provided, however, that such termination of the Schedule shall not effect obligations of Lessee accruing prior to the termination.

4. ADDITIONAL PROVISIONS. For purposes of this Schedule, the "Lessor's Basis" shall consist of the following amounts: (i) the Total Product Acquisition Cost set forth above; plus (ii) all other amounts that become due and owing under this Schedule that are not included in the amounts paid to Lessor pursuant to clause (i). As security for Lessee's obligations hereunder and subject to applicable law and the Software license agreement, Lessee grants Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products (including with respect to any Software or services, Lessee's right to use the Software and right to obtain the services) and all proceeds thereof (including without limitation any refunds with respect to the Software or associated services financed under this Schedule (each a "Refund") that are received by Lessee or that Lessee has a right to receive), free and clear of all security interests, liens or encumbrances whatsoever. Upon Lessor's written instructions after an Event of Default or a non-appropriation pursuant to Section 5 with respect to this Schedule, Lessee agrees to (a) immediately cease using the Software, (b) deinstall and delete all copies of the Software from any computer systems owned or controlled by Lessee or used for Lessee's benefit, and (c) provide Lessor with a certificate signed by an authorized representative of Lessee attesting to such cessation of use and maintenance, deinstallation, deletion and destruction. In the event that Lessee shall be entitled to a Refund from the Software licensor, Lessee authorizes Lessor to deliver a copy of this Schedule to the licensor as evidence of Lessee's consent to Lessor's collection and receipt of the Refund directly; provided, however, nothing herein shall obligate Lessor to pursue Lessee's Refund rights (if any do exist) or modify, excuse or limit Lessee's obligations pursuant to this Schedule that Lessee acknowledges and agrees are absolute and unconditional, subject to Lessee's right to non-appropriate pursuant to Section 5 of the Agreement. Lessor shall apply any Refund actually received by Lessor against the next scheduled Rent payment(s) and all other amounts owed under this Schedule. Lessee agrees that, except in the case of a non-appropriation pursuant to Section 5, it shall owe any unpaid amounts hereunder remaining after application of such Refund. Finally, pursuant to applicable laws, the Stipulated Loss Value that Lessee may be required to pay Lessor upon an Event of Default under this Schedule shall equal the total sum of the then remaining payments due and unpaid under this Schedule for the Primary Term discounted at the lesser of (x) the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of this Schedule and (y) the interest rate set forth above.

5. ASSIGNMENT. Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with all applicable laws. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee.

6. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"	DELL FINANCIAL SERVICES L.L.C.
	"Lessor"
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Ancillary Documents:

Validity Opinion

Red Book Bond Tax Opinion (Tax Exempt
Leases over 5M)

8038 G

8038 GC

SAMPLE VALIDITY OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

To:

Ladies and Gentlemen:

We are counsel to _____ (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. _____, dated _____, as of _____, and the Lease Schedule No. _____ to Master Lease Agreement No. _____ thereto, dated as of _____ (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

**SAMPLE OPINION LETTER FOR TAX-EXEMPT LEASE PURCHASE TRANSACTIONS
TO BE EXECUTED ON COUNSEL'S LETTERHEAD**

To: Dell Financial Services L.L.C.
12234 N. IH 35
Austin, TX 78753-1705
ATTN: _____

Ladies and Gentlemen:

We are counsel to _____ (the "Lessee") and in that capacity we have examined Master Lease Agreement No. _____, dated as of _____, 20____, and the Tax Exempt Lease Schedule No. _____ to Master Lease Agreement No. _____ thereto, dated as of _____, 20____ (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement, the information statement(s) required for purposes of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code") and such other documents, records, papers as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Code, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement;

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes;

(j) Lessee's obligation(s) under the Agreement is/are a State or local bond within the meaning of

Section 103 of the Code;

(k) The Agreement does not constitute an arbitrage bond within the meaning of Section 148 of the Code or a private activity bond within the meaning of Section 141 of the Code; and

(l) The interest portion of the Rent due under the Agreement is not includable in gross income for Federal income tax purposes under the Code and will not constitute a tax preference under Section 57 of the Code for purposes of computing the alternative minimum tax imposed pursuant to Section 55 of the Code.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement and may be relied upon by special tax counsel if one is retained to render an opinion as to the exemption from federal income taxation of the interest component of payments to be made by Lessee pursuant to the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ► ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a ☐	
b If bonds are BANs, check only box 19b ☐	
20 If bonds are in the form of a lease or installment sale, check box ☐	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:
- b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ▶ _____
- d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐
- 41a** If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶ ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid

Print/Type preparer's name Preparer's signature Date Check ☐ if self-employed PTIN

Preparer Use Only

Firm's name ▶ Firm's EIN ▶
Firm's address ▶ Phone no.

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
► Go to www.irs.gov/Form8038GC for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return ► ☐	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3 Number and street (or P.O. box if mail isn't delivered to street address)		Room/suite	
4 City, town, or post office, state, and ZIP code		5 Report number (For IRS Use Only) [] [] []	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative	

Part II Description of Obligations Check one box: ☐ Single issue ☐ Consolidated return	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	► ☐
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)	► ☐
12 Vendor's or bank's name: _____	
13 Vendor's or bank's employer identification number: _____	

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.			
	Signature of issuer's authorized representative		Date	Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed PTIN
	Firm's name ►			Firm's EIN ►
	Firm's address ►			Phone no.

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services (PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note: The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note: If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.



Dell Financial Services Public Payment Agreement



PAYMENT AGREEMENT – PUBLIC

Customer:
Address:

Billing Contact:
Billing Address:

Software Licensor: [SW Licensor]

Vendor: [Name of reseller/seller]

Products: Software, equipment and services as described in [Description of Vendor Contract/Order/Agreement (s) #] ("**Agreement**")

This Payment Agreement ("**PA**") is made effective as of [DATE] between the Customer named above ("**Customer**") and Dell Financial Services L.L.C. ("**Payee**") pursuant to the following: Customer and the Software Licensor and/or Vendor have entered into the above referenced Agreement (including any addenda, amendments, exhibits and schedules attached thereto) in connection with the acquisition of "**Products**" including as applicable, certain equipment, software licenses ("**Licensed Software**"), and services to Customer. Pursuant to the Agreement, Customer is obligated to pay Vendor(s) the total fees described below ("**Fees**"). Payee and Customer have agreed that instead of Customer paying the Fees as described in the Agreement, Customer shall pay Payee installment payments ("**Payment Amounts**") as set forth in the Payment Schedule below and Payee shall pay the Vendor on Customer's behalf.

1. **FEES:** The Fees set forth in the Agreement consist of \$ [AMOUNT FUNDING TO VENDOR(s)] for Products. Customer hereby agrees to pay the Payment Amounts to Payee on an installment basis in accordance with the Payment Schedule set forth below.

2. **PAYMENT SCHEDULE:** Customer shall pay the Payment Amounts in accordance with the schedule ("**Payment Schedule**") below, with each Payment Amount due and payable on the date indicated ("**Due Date**"). Customer shall remit Payment Amounts to the address noted in the invoice from Payee. **PAYMENT AMOUNTS DO NOT INCLUDE APPLICABLE TAX, UNLESS SPECIFIED OTHERWISE.**

3. **OBLIGATIONS ABSOLUTE:** For the purposes of this PA Products shall be conclusively deemed accepted upon receipt, subject to any right of return provided by the Vendor, and upon Customer's execution of this PA, Customer acknowledges that (i) it has selected the Products based on its own judgment and (ii) Payee is entering into this PA as an accommodation to Customer, and the Agreement, including all obligations, rights and remedies hereunder are separate and distinct from this PA and any remedies which Customer may have, at law or in equity, against Vendor or Software Licensor shall be made independently and without regard to this PA and Customer's obligations hereunder, and (iii) Customer's obligation to remit Payment Amounts to Payee, in accordance with the Payment Schedule and subject only to Customer's right to non-appropriate under Section 7 herein, shall be absolute, unconditional, non-cancelable, and nonrefundable, and shall not be withheld or subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense that Customer may have arising out of or relating to the Agreement, the Products or otherwise for any reason whatsoever, including but not limited to requirements applicable to negotiable instruments (such as presentment for payment and notice of dishonor); termination of the Agreement or any change in, update to or transfer of the Products. If full payment of each Payment Amount and other amounts due and payable is not received by Payee within 10 days of the Due Date, Customer agrees to pay to Payee interest on the overdue amount at the lesser of 1.5% per month or as provided for under any applicable Prompt Payment Act. . Customer hereby grants Payee a security interest in the Products (including Customer's right to use Licensed Software and to receive services, credits and refunds from Vendor) and all proceeds related to this PA, to the extent permitted by law. Payee may make related filings as Payee reasonably deems necessary. Customer agrees it is responsible for and will pay or reimburse Payee upon invoice for all government imposed taxes, duties, fines assessed or imposed on the PA, the Products and the Payment Amounts (but excluding taxes imposed on Payee's income) or any other amount payable with respect to the PA (collectively "Taxes").

4. **ASSIGNMENT; WAIVER OF DEFENSES, CLAIMS:** Customer hereby consents to Payee's assignment of Payee's rights and interests in and to all or a portion of the Payment Amounts to a third party ("Assignee"). Customer shall not transfer or assign any of Customer's rights or obligations under this PA or grant third-party liens or encumbrances in Products without Payee's prior written consent. Customer agrees that neither Payee nor any Assignee shall assume any of Vendor's or Software Licensor's obligations to Customer under the Agreement, and further, expressly waives, as against Payee and any Assignee, any rights Customer may have or claim related to any matter whatsoever including, without limitation, the design or condition of Products, their merchantability or fitness or capacity or durability for any particular purpose, the quality of the material or workmanship of the Products or conformity of the Products to the provisions and specifications of any purchase order or orders relating thereto, and Customer expressly disclaims the same, and, as to Payee and any Assignee, Customer accepts the Products "AS IS". Payee and any Assignee shall have no liability to Customer or third parties for any claim, loss or damage caused or alleged to be caused directly, indirectly, incidentally or consequentially by the Products, or by any inadequacy thereof or deficiency or defect therein, by any incident whatsoever in connection therewith, arising in strict liability, negligence or otherwise. Customer waives any claim that it may have against Payee for any loss, damage or expense caused by the Products or the Vendor or Software Licensor, even if holder has been advised of the possibility of such damage, loss, expense or cost. Customer acknowledges that Customer ordered the Products from Vendor, and that Customer may have rights under the Agreement and may be entitled to the benefit of warranties provided by Vendor or Software Licensor, and that Customer has received an accurate and complete

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description of any such rights including any disclaimers or limitations on them or of the remedies thereunder, and Customer shall make any claims under the Agreement solely and directly against Vendor or Software Licensor, but shall nevertheless pay Payee and any Assignee all amounts due and payable under this PA.

5. **DEFAULT, RIGHTS AND REMEDIES:** In the event (a) Customer fails to pay, when due, *any* Payment Amount on the Due Date, and such failure shall continue for a period of fifteen (15) days; (b) Customer materially breaches any term herein or other contract with Payee; (c) Customer materially breaches or terminates the Agreement; or (d) Customer invokes the protection of any bankruptcy or insolvency law (any of (a), (b), (c) or (d) above, a “**Default**”), then any and all Payment Amounts and all other amounts due hereunder and scheduled to become due hereunder shall become immediately due and payable by Customer, without demand or notice, and Vendor or Software Licensor may terminate (upon notification by Payee of Default) all of Customer's rights to use of the Licensed Software and services. After the occurrence of a Default hereunder by Customer, Customer agrees to immediately cease using the Licensed Software, to de-install and delete all copies of Licensed Software from any computer systems owned or controlled by Customer or used for Customer's benefit. Customer further agrees to provide a certificate signed by a Customer officer who is responsible for Customer's information systems attesting to such cessation of use and maintenance, de-installation and deletion of Licensed Software and services. With regard to Products comprised of hardware or tangible personal property and following an uncured Default, Customer shall at Customer's expense, ship such Products to or make them available at Payee's designated location for the purpose of repossession, with clear and unincumbered title reverting back to and vesting in Payee. In the event Payee shall institute any action for the enforcement of the collection of the Payment Amounts pursuant to applicable law, there shall be immediately due from Customer, in addition to the unpaid Payment Amounts, all costs and expenses of such action, including reasonable attorneys' fees. No failure or delay on the part of Payee to exercise any right or remedy hereunder shall operate as a waiver thereof. All remedies are cumulative and not exclusive.

6. **FUNDING INTENT:** Customer intends to continue this PA for the entire Term and to pay all Payment Amounts and other costs and fees due hereunder. Customer reasonably believes that legally available funds in an amount sufficient to make all Payment Amounts during the Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which all Payment Amounts and other costs and fees due may be paid. Customer intends and Payee agrees that Customer's obligation to make Payment Amounts under the PA constitutes a current expense of Customer and is not to be construed to be a debt in contravention of applicable law or constitutional or statutory limitations or requirements on the creation of indebtedness or as a pledge of funds beyond Customer's current Fiscal Period.

7. **NON-APPROPRIATION OF FUNDS:** Customer may terminate this PA in whole, but not in part, by giving at least sixty (60) days written notice prior to the end of the then current Fiscal Period (as defined in the Customer's Secretary/Clerk's Certificate provided to Payee) certifying that: (a) sufficient funds were not appropriated and budgeted by Customer or will not otherwise be available beyond the current Fiscal Period for Payment Amounts or other costs and fees and (b) the Customer has exhausted all funds legally available for payment of such Payment Amounts or other costs and fees due under the PA beyond the current Fiscal Period. Upon termination of the PA, Customer's obligations under the PA (except those that expressly survive the end of the Term) and any interest in the Products shall cease and Customer shall surrender the Products in accordance with Section 5. Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien, or encumbrance upon funds available to Customer in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of this PA, including making budget requests for each Fiscal Period during each applicable PA Term for adequate funds to meet its obligations and to continue the PA in force.

8. **ESSENTIAL USE:** Customer represents that the use of the Products is essential to Customer's proper, efficient, and economic operation or to the service which Customer provides to its citizens. Customer expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable PA Term. The Products will be used for the sole purpose of performing one or more of Customer's governmental or proprietary functions consistent within the permissible scope of Customer's authority.

9. **AUTHORITY AND AUTHORIZATION:** Customer represents and agrees that: (a) Customer is a state or a political subdivision or agency of a state pursuant to Section 103 of the U.S. Treasury Code; (b) the entering into and performance of the PA is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which Customer is a party; (c) Customer has complied with all public bidding requirements, if applicable, and, where necessary, has properly presented the PA for approval and adoption as a valid obligation on Customer's part; and (d) Customer has sufficient appropriated funds or other monies available to pay all amounts due under the PA for Customer's current fiscal period. Upon Payee's request, Customer agrees to provide us with an opinion of counsel as to clauses (a) through (d) above, a secretary's or clerk's certificate of incumbency and authority, and other documents that Payee reasonably requests from time to time in a form satisfactory to Payee.

10. **CHOICE OF LAW:** This PA will be governed by and construed in all respects in accordance with the laws of the state in which the Customer is located without regard to conflicts of law principles. Subject to applicable laws, the parties' consent and submit to the jurisdiction of federal courts located within or for the county within the State where Customer is located, or as may otherwise be required by applicable law. The parties waive any objection relating to improper venue or *forum non conveniens* to the conduct of any proceeding in any such courts. **EACH PARTY WAIVES ANY OBJECTION TO SUCH JURISDICTION AS WELL AS ITS RIGHT TO A TRIAL BY JURY.**

11. MISCELLANEOUS: This PA including riders, attachments and exhibits, constitutes the entire agreement regarding the subject matter herein between Customer and Payee and shall supersede any inconsistent terms set forth in the Agreement and all prior oral and written understandings. No term or provision of this PA may be amended except by a written instrument signed by both Payee and Customer; provided that the parties agree that this PA may be amended by written notice from Payee to Customer to adjust the related Payment Amount (any increase up to 15% or any decrease) caused by any change to the Agreement, or to update Product descriptions. Performance under this PA will not violate Customer's bylaws, other agreement or judgement to which it is bound, or any law or regulation. No part of this PA is intended to permit or provide for payment of any amount in excess of lawful amounts. In the event any unlawful excess is collected, Payee shall apply such excess as credit or otherwise refund it to Customer, and the rate or amount involved will automatically be reduced to the maximum lawful rate or amount. To the extent (if any) that this PA or related documentation constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of this PA shall be the copy designated by Payee from time to time, as the copy available for access and review by Customer and Payee. All other copies are copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, the authoritative copy may be restored from a backup, and the restored copy shall become the authoritative copy. Customer agrees to take actions and provide documentation (such as Certificates of Acceptance or financial information) reasonably requested by Payee to effect the intent of this PA. Customer agrees to maintain liability insurance naming Payee as loss payee and property insurance in commercially reasonable amounts adequate to cover repair or replacement of any equipment covered by this PA.

Payment Schedule

See attached Exhibit A.

Customer: xxxxxxxxxxxxxxxxxxxxxxxxxxxx

Payee: Dell Financial Services L.L.C.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SECRETARY OR CLERK'S CERTIFICATE OF INCUMBANCY AND AUTHORITY

Regarding the above referenced "**Contract**" between _____ ("**Customer**") and Dell Financial Services L.L.C. ("**DFS**")

The undersigned hereby certifies to DFS, including its successors and assigns, that:

- (a) the undersigned is the Secretary or Clerk of the Customer, which is a state or a political subdivision or agency of the state in which it is formed,
- (b) the signer on the Contract has full right, capacity and power and is duly authorized by all requisite governmental action to execute, deliver, and bind Customer to the Contract, and
- (c) the signature appearing on the Contract is in fact the signature of such signer.

By:* _____

Name: _____

Title: _____

Date: _____

* *The signers on the Contract and this Secretary/Clerk's Certificate of Authority must be two different authorized signatories.*

Exhibit A
Payment Schedule

[ADD AMORTIZATION TABLE HERE]

SAMPLE



Pharos Financial Services Public Master Lease Agreement



EFFECTIVE DATE:
MASTER LEASE AGREEMENT NO.

LESSOR: PHAROS FINANCIAL SERVICES L.P.

LESSEE:

Mailing Address:

One Dell Way
Round Rock, TX 78682

Principal Address:

Fax:
Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the

"Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is noncancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE

AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days' notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force..

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after

reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self-insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self-insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds

rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or

proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or

security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES: TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in

the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Pharos Financial Services L.P., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN _____, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated

by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below,
to be effective as of the Effective Date.

{Lessee Name}

"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHAROS FINANCIAL SERVICES L.P.

**By: PHAROS FINANCIAL SERVICES, INC. ITS GENERAL
PARTNER**

"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____



Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the **Agreement** and any related Lease Schedule(s) from time to time thereunder between the Public Entity and **Customer** should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**
2. The Clerk, Secretary, etc. should insert the **Agreement** No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and
7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.



SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.)
of _____, a _____ public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain **Master Lease Agreement No. _____** (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Customer, or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____

Name: _____

Title: _____
(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____
(Name)

Date: _____

My commission expires: _____.

Billing and Schedule Information

Welcome to Pharos Financial Services (PFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your PFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit PFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit PFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	PFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT and SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to USDFSCASHPAYMENTS@dell.com
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	PFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT and SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to USDFSCASHPAYMENTS@dell.com JPM Swift Code for international wires only: CHASUS33
Payee Information	Pharos Financial Services, L.P., Payment Processing Center Federal Tax ID# 04-3652033	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information:

Company Name:

Physical Address (primary location):

City, State, ZIP:

Federal Tax ID:

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation**:

Attention: Email Address:

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: Title:

Telephone Number: Email Address:

Would you prefer to sign your documents electronically via Echosign? ☐ Yes ☐ No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?*

☐ Cost Center ☐ Equipment Type ☐ Equipment Location ☐ PO Number

*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Pharos Financial Services L.P.

If you are unable to issue purchase orders to PFS please specify how the PO will be issued:

Do you utilize blanket PO's? ☐ Yes ☐ No

Do you use a different PO for payment versus procurement? ☐ Yes ☐ No

Is PO fulfillment required for scheduling? ☐ Yes ☐ No

PFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your PFS Sales representative.

Is board approval necessary? ☐ Yes ☐ No If yes, when are meetings held?

Fiscal Year is from to

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name:

Does this billing address match the primary location above? ☐ Yes (If yes, please skip and proceed to Invoice Preference) ☐ No

AP Address:

City, State, ZIP:

County:

AP Email Address: AP Direct Telephone Number:

Email Address for PDF or Electronic Invoices (if different than AP contact):

VI. Invoice Preferences (choose one from each category):

Invoice Options: ☐ **Contract Level** (one invoice per contract) ☐ **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: ☐ **Detail** (asset level) ☐ **Summary**

Delivery Format: ☐ **Paper** (USPS) ☐ **PDF** (paper copy is not mailed) ☐ **Electronic CSV** (converted to Excel)

☐ **3rd Party Invoicing Tool, Ariba/SAP** (enter tool name):

Do you need separate invoices for miscellaneous billings? ☐ Yes ☐ No

Do you require a PO number on the invoice to process payment? ☐ Yes ☐ No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your PFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? ☐ Yes ☐ No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? ☐ Yes ☐ No

Personal Property Tax (PPT): ☐ Rebill Annually ☐ Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? ☐ Yes ☐ No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? ☐ Yes ☐ No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both PFS and the product vendor. Certificates intended for Leases should be issued to Pharos Financial Services, L.P. and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to PFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided **for each state** in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Pharos Financial Services L.P.
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

We appreciate for taking the time to provide the information above. Our goal is to provide a seamless schedule and invoice delivery. Thank you for choosing Pharos Financial Services.





Pharos Financial Services Lease Schedules

Fair Market Value

Software



**TRUE LEASE SCHEDULE NO.
MASTER LEASE AGREEMENT NO.**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN PHAROS FINANCIAL SERVICES L.P. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. **TRUE LEASE:** The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term."

2. **END OF LEASE OPTIONS.**

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

- (i) purchase all of the Products at the Fair Market Value (as defined below);
- (ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
- (iii) return all of the Products in accordance with the Agreement.

(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) Whether or not Lessee has given Lessor notice of its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

"Lessee"

By: _____

Name: _____

Title: _____

Date: _____

PHAROS FINANCIAL SERVICES L.P.
By: PHAROS FINANCIAL SERVICES, INC. ITS
GENERAL PARTNER
"Lessor"

By: _____

Name: _____

Title: _____

Date: _____



**MASTER LEASE AGREEMENT SCHEDULE NO.
(SOFTWARE AND/OR SERVICES ONLY FINANCING SCHEDULE)**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____ AND ANY AMENDMENTS, IF APPLICABLE, ("Agreement") DATED _____ BETWEEN PHAROS FINANCIAL SERVICES L.P. ("Lessor") AND _____ ("Lessee"). If the entity named on this Schedule is not the Lessee named under the Agreement, then such entity, if an affiliate of Lessee approved in writing in advance by Lessor, shall be deemed the Lessee under this Schedule.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: _____

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in _____

Interest Rate: _____

Payment Period: _____

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

NATURE OF SCHEDULE: Lessee and Lessor acknowledge that this Schedule is strictly a financing arrangement providing for the repayment of a lease purchase in the amount of the Lessor's Basis (as defined below) made by Lessor to Lessee by performing Lessee's payment obligations to the Product Seller under Lessee's Purchase Order referenced above and is to be repaid as and when set forth herein. The amount of the Rent payments provided for herein represents payments of principal and interest on such lease purchase.

PRODUCTS CONSISTING SOLELY OF SOFTWARE AND/OR SERVICES: The Products covered by this Schedule consist exclusively of the Software and/or services identified on Exhibit A; that Lessee hereby acknowledges have been delivered, installed, and accepted by Lessee. Lessee and Lessor agree that (i) any language in the Agreement pertaining to Lessor's ownership of the Products and (ii) the following sections of the Agreement shall not apply to this Schedule: 7 (Return); 9 (Alterations); 13(a)(ii) (in so far as it purports to provide Lessor a right to sell, lease, or otherwise dispose of any Products that would violate the underlying license, service or similar agreement); and, 16 (Ownership; Liens and Encumbrances; Labels). Notwithstanding the foregoing, Lessee acknowledges that the remaining terms and conditions of the Agreement shall apply to this Schedule including without limitation: Sections 4 (Rent; Taxes; Payment Obligation); 5

(Licensed Materials); 11 (Warranty Assignment; Exclusion of Warranties; Limitation of Liability; Finance Lease); 15 (Indemnification); and, 21(i) (Limit on Interest Charges). This Schedule shall terminate upon the expiration of the Primary Term without extension or renewal; provided, however, that such termination of the Schedule shall not effect obligations of Lessee accruing prior to the termination.

ADDITIONAL PROVISIONS: For purposes of this Schedule, the "Lessor's Basis" shall consist of the following amounts: (i) the Total Product Acquisition Cost set forth above; plus (ii) all other amounts that become due and owing under this Schedule that are not included in the amounts paid to Lessor pursuant to clause (i). As security for Lessee's obligations hereunder, Lessee grants Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products (including with respect to any Software or services, Lessee's right to use the Software and right to obtain the services) and all proceeds thereof (including without limitation any refunds with respect to the Software and services financed under this Schedule (each a "Refund") that are received by Lessee or that Lessee has a right to receive), free and clear of all security interests, liens or encumbrances whatsoever. Upon Lessor's written instructions after an Event of Default with respect to this Schedule, Lessee agrees to (a) immediately cease using the Software and obtaining the services, (b) deinstall and delete all copies of the Software from any computer systems owned or controlled by Lessee or used for Lessee's benefit, and (c) provide Lessor with a certificate signed by an authorized representative of Lessee attesting to such cessation of use and services, deinstallation, deletion and destruction. In the event that Lessee shall be entitled to a Refund from the Seller, Lessee authorizes Lessor to deliver a copy of this Schedule to the Seller as evidence of Lessee's consent to Lessor's collection and receipt of the Refund directly; provided, however, nothing herein shall obligate Lessor to pursue Lessee's Refund rights (if any do exist) or modify, excuse or limit Lessee's obligations pursuant to this Schedule that Lessee acknowledges and agrees are absolute and unconditional. Lessor shall apply any Refund actually received by Lessor against the next scheduled Rent payment(s) and all other amounts owed under this Schedule. Lessee agrees that it shall owe any unpaid amounts hereunder remaining after application of such Refund. Finally, notwithstanding anything in the Agreement to the contrary, the Stipulated Loss Value that Lessee may be required to pay Lessor upon an Event of Default under this Schedule shall equal the total sum of the then remaining payments due and unpaid under this Schedule for the Primary Term discounted at the lesser of (x) the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of this Schedule and (y) the interest rate set forth above.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

{Lessee Name}

"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHAROS FINANCIAL SERVICES L.P.

**By: PHAROS FINANCIAL SERVICES, INC. ITS
GENERAL PARTNER**

"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SAMPLE VALIDITY OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

To:

Ladies and Gentlemen:

We are counsel to _____ (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. _____, dated _____, as of _____, and the Lease Schedule No. _____ to Master Lease Agreement No. _____ thereto, dated as of _____ (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

Region 4 Education Service Center (ESC)

Contract # R192002

for

Maintenance, Repair and Operations (MRO) Supplies and Equipment

with

W.W. Grainger, Inc.

Effective: April 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and W.W. Grainger, Inc. effective April 1, 2020:

- I. Appendix A; Vendor Contract
- II. Offer & Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

Executive Summary

On behalf of W.W. Grainger, Inc., it is a privilege to submit our response to the Region 4 & OMNIA Partners Maintenance, Repair & Operations (MRO), Supplies, Parts, Equipment, Materials & Related Services Request for Proposal # 19-20. We value Region 4 and OMNIA's enduring commitment to keep citizens and employees safe and facilities well-maintained. We pledge the broadest and most comprehensive access to MRO product and services, tailored for today's government's requirements while robust and flexible to be relevant in 5 years.

Grainger serves all public sector agencies, small, medium and large across all 50 states and their political subdivisions, the District of Columbia and US Territories. Our breadth is reflected in our \$1.3 billion in US inventory, 1.7 million products, 14 Distribution Centers with 16.5 million square feet and 250 US branch locations, each carrying nearly \$1 million of inventory. Investment in systems is driven by a focus that products are available and delivered when needed. 95% of customers receive next day product delivery; 99.6% of in-stock orders are shipped within 24 hours. This broad offering is promoted by opportunities for small businesses.

Grainger distributes the most comprehensive line of MRO products and service categories and anything MRO related. Within each category, our offering is of substantial scale and breadth. We compete emphatically with specialized distributors and manufacturers across all MRO market segments. We continually evaluate products and services to remain relevant to our customers. We add products and suppliers daily; every 18 months we add more than 300,000 products.

Our investment in Grainger Team members and our IT and supply chain systems generate value added opportunities to our product and service offerings. A seamless agreement implementation plan is led by an experienced workforce to support legacy members and ease the transition of new members. Our commitment to sustainability and green initiatives is reflected in access to 114,000 products and expertise assisting in determining the right green substitute. A centralized technical product support team with in-depth product expertise, including sourcing, provides Region 4 and OMNIA members access to skills, experience and insight across all product lines and MRO vocations.

Grainger will support Region 4 members and agencies in achieving additional cost savings and efficiencies over the duration of the Contract by leveraging our years of experience in saving customers time and money. Grainger's core value proposition is centered on helping customers identify ways to "take costs out of their business," specifically in the areas of time, space and dollar savings. KeepStock® Inventory Management Solutions help agencies, institutions and businesses better understand their inventory and reduce the costs associated with managing it. The portfolio provides Customer-Managed (CMI) and Vendor-Managed (VMI) inventory options, including Vending, Onsite, and Managed MRO. Solutions range from simple to complex serving varying needs. Many solutions can be fully integrated with a facility's purchasing system or Grainger.com.

Grainger works with well-recognized safety suppliers for facility and product surveys, along with fee-based OSHA certification and training programs to help Region 4 and OMNIA members stay compliant. Our strong relationships within the safety industry enable us to offer hassle-free services, training, including turn-key product and program solutions from our safety suppliers as well as third-party service providers.

Grainger's innovation in e-commerce and digital solutions are driven by government agency's embrace of advanced technology efficiencies. Our e-commerce and digital platforms are easier to search, navigate, check out and allow access to transactional data than when the current agreement was renewed. Our contract offer provides a relevant e-commerce incentive program enabling agencies to take advantage of advanced technology.

Our technical competency assists agency operations and audit responsibilities via more accessible invoice and spend information. We provide quality MRO product and services at competitive prices while being a meaningful resource to drive agency productivity and integrity strictures. Grainger team member expertise and experience, technical innovation, financial strength, and track record contributes to mission effectiveness and efficiency.

Grainger's pricing offer is available nationwide and encompasses all categories. It presents extensive availability of exact match market basket items and access to Grainger's extensive catalog at competitive pricing. Grainger is offering a unique incentive program that will drive cost savings measures across a customer's entire organization. The offer presented will open expanded opportunities for new members. Grainger pricing is more market based, and lower than prior list prices; a larger category discount percentage offered by a competitor may not yield a lower product price.

Grainger's employees who work and live in every state are committed to supporting their communities. Grainger has had a presence in the state of Texas since 1934 with over 1,300 Grainger team members living and working in Texas. Grainger is committed to the community and in 2018 donated more than \$36 million to nonprofit organizations in cash and product. In Texas, through the Grainger Matching Charitable Gifts Program, Grainger donated more than \$82,200 to charitable organizations including the Houston Habitat for Humanity and the Susan G. Komen Breast Cancer Foundation. Since 2001, Grainger has donated more than \$19 million in cash and product to the Red Cross, and currently serves as a \$1 million Red Cross Annual Disaster Giving Program (ADGP) member. Grainger is also a sponsor of the Home Fire Campaign, donating more than 90,000 smoke alarms since 2014. Finally, Grainger is a partner of its Missing Maps Project where team members use computers to identify buildings and infrastructure in "unmapped" areas across the world to provide the Red Cross and emergency responders with better access in times of disaster.

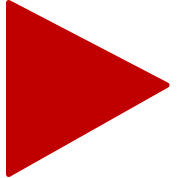
Grainger has been privileged to partner with Region 4 and OMNIA in their dedication to keep citizens and employees safe and facilities well-maintained. Our response reflects our commitment to these values.

Respectfully submitted,



Ron Price
Sr. Government Sales Manager
W.W. Grainger, Inc.
Ron.Price@grainger.com
979-224-6794

TAB 1 ♦ Contract and Offer and Contract Signature Form (Appendix A)



APPENDIX A

CONTRACT

This Contract ("Contract") is made as of February 25, 2020 by and between W.W. Grainger, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Maintenance, Repair and Operations (MRO) Supplies & Equipment ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R 19-20 for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent to renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit; 4) change in market conditions.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
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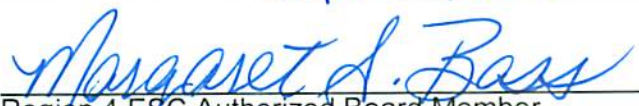
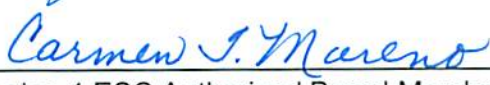
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- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name - W.W. Grainger, Inc.
Address - 100 Grainger Parkway
City/State/Zip - Lake Forest, IL 60045
Telephone No. - 979-224-6794
Email Address - Ron.Price@grainger.com
Printed Name - Ron Price
Title - Sr. Government Sales Manager
Authorized signature 

Accepted by Region 4 ESC:Contract No. RI92002Initial Contract Term April 1, 2020 to March 31, 2023
Region 4 ESC Authorized Board Member2/25/2020
DateMargaret S. Bass
Print Name
Region 4 ESC Authorized Board Member2/25/2020
DateCarmen T. Moreno
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
I. Scope of Work. Customer Support. Page 3	Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.	Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request or as otherwise mutually agreed upon.	Accepted
IV. Product/Services Specification. Product/Price Updates. Page 12	New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by Region 4 ESC. At no time is the Supplier allowed to unilaterally change products or pricing.	New Market Basket or Customized Core List products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by Region 4 ESC. At no time is the Supplier allowed to unilaterally change Market Basket or Customized Core List products or pricing.	Accepted

Requirements for National Cooperative Contract

V. Pricing – Electronic Price Lists. Page 14	The discount proposed shall remain the same throughout the term of the contract and at all renewal options. All pricing must be verifiable and auditable from the date of the contract award. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.	The discount proposed shall remain the same throughout the term of the contract and at all renewal options. All pricing must be verifiable and auditable from the date of the contract award. At a minimum, the Contractor must hold the proposed Market Basket or Customized Core List price list firm for the first 12 months after the contract award.	Accepted
VI. Evaluation Process and Criteria. 2. a) Products/Pricing. d. Page 14	Electronic price lists must contain manufacturer part #, Offeror part # (if different from manufacturer part #); description; manufacturers list price and net price to Region 4 ESC and participating members (including freight).	Electronic price lists must contain manufacturer part #, Offeror part # (if different from manufacturer part #); description; manufacturers-product/service list price and net price to Region 4 ESC and participating members (including freight).	Accepted
Appendix A. Draft Contract. 11) Termination of Contract. b) Termination for Cause. Page 19	Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law.	Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract and fails to cure such defect within 10 days of receipt of a notice of default from Region 4 ESC , Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law.	Accepted
Appendix A. Draft Contract. 14) Delivery. Page 20	Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered.	Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order or as otherwise mutually agreed upon . If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and	Accepted



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Tuesday, December 3, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to:

1. Correct Non-Mandatory Pre-Proposal Conference time:

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on November 12, 2019 at 2:00 pm in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net, by November 6, 2019. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name W.W. Grainger, Inc.

Contact Person Ron Price

Signature 

Date 111819

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 2 is hereby issued to change;

1. SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME
2. DEADLINE FOR RECEIPT OF QUESTIONS: November 21, 2019
3. Page 39 – Change first paragraph labeled "M" to "L".
4. Appendix E – Products & Services Pricing and market basket has been amended and is attached.
5. Additions to Appendix C – ADDITIONAL REQUIRED DOCUMENTS

Appendix C, DOC # 5

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-KickbackAct.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.

- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of

the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be

submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, W.W. Grainger, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Ron Price, Sr. Government Sales Manager

Name and Title of Contractor's Authorized Official

111819

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: W.W. Grainger, Inc.

Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 979-224-6794 Fax Number: NA

Printed Name and Title of Authorized Representative: Ron Price, Sr. Government Sales Manager

Email Address: Ron.Price@grainger.com

Signature of Authorized Representative:  Date: 111819

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☒ Yes ☐ No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

[Please see Grainger's Diversity Program information located immediately after the Acknowledgment page.](#)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE ☐ Yes ☒ No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No

List certifying agency: _____

c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB ☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone ☐ Yes ☒ No

List certifying agency: _____

e. Other

Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No

List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? ☒Yes ☐No
- 6.

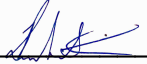
DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be \$60,000,000.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name W.W. Grainger, Inc.

Contact Person Ron Price

Signature 

Date 111819

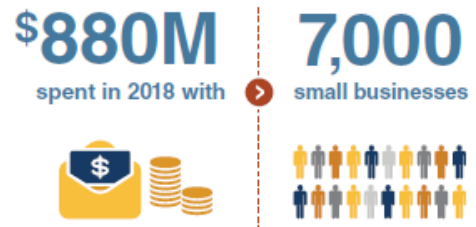
Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

Supplier Diversity Program

Grainger recognizes the importance of Supplier Diversity. Grainger has over 20 years of successful experience offering diverse companies opportunities through two core programs:

1. Tier II: Grainger's Supplier Diversity Program
2. Tier I: Distributor Alliance Program

As responsible corporate citizens, we are committed to supporting the growth of diverse businesses, giving these companies the opportunity to compete for our business.



Grainger's Tier II Supplier Diversity Program | Grainger's Tier II Supplier Diversity Program affords Region 4 with access to diverse manufacturers and suppliers through our catalogs and distribution channels. Started in 1999, Grainger's Supplier Diversity Program is designed to grow this sector of the economy while helping customers get their jobs done with quality products from Diverse Business Enterprises (DBEs).

The economic impact of this program continues to increase. Grainger's Tier II Supplier Diversity program includes **over 270 DBEs** and offers **more than 91,000 items** across 1600+ product categories. Grainger also offers products from over 2000 Small Business Enterprises (SBEs), offering more than 300,000 products. The model is truly a win/win because DBEs can concentrate on what they do best and leave the logistics and distribution of their products to Grainger.

Grainger's Tier II Supplier Diversity Program affords our customers with access to DBE products through all our ordering methods (Grainger.com, Redbook Catalog, phone, fax, walk-in, etc.), and distribution channels. Grainger's customers benefit from one-stop shopping, and supplier diversity reporting upon request. Registered suppliers are audited monthly to maintain active supplier diversity certificates.

- Products from diverse manufacturers and suppliers are identified on Grainger's website and within our catalog and index with the diversity symbol to the right.
- Customers can locate the offering from diverse suppliers by searching "Supplier Diversity" on Grainger.com.
- Additionally, customers can filter on the left-sidebar by "Supplier Diversity" while searching on Grainger.com.



Supplier recruitment is a continuous activity at Grainger. Our company website includes a link to our supplier diversity registration portal. Certified businesses that register are available for referrals to buying decision makers when product review, RFP, or spot buying opportunities occur. Grainger also includes DBEs to meet our customer's unique product requirements through Grainger's Sourcing program, if or when the customer's desired products are not currently available in Grainger's general catalog. In 2018, 180 DBEs, and 1700 SBEs participated in Grainger's Sourcing program, subject to terms and conditions.

Grainger seeks to increase the number of products acquired from diverse companies in several ways. Grainger is proud to be a corporate member of the Women's Business Enterprise National Council (WBENC) and has been a member of the National LGBT Chamber of Commerce (NGLCC) since 2014. Grainger participates in a wide range of conferences and seminars to assist diverse businesses to establish or strengthen themselves. Grainger's Portal invites diverse suppliers to consider doing business with Grainger.

Grainger pursues outreach opportunities with diverse organizations to understand their member offerings and to promote opportunities with Grainger. These include the following associations or agencies:

- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise National Council (WBENC)
- Small Business Administration (SBA)
- National Gay and Lesbian Chamber of Commerce (NGLCC)
- Veteran Owned Businesses
- Veteran Associations

Grainger's Tier I Distributor Alliance Program | Grainger's Distributor Alliance Program responds to corporate and government regulatory and policy requirements for the procurement of MRO goods and services from Diverse Business Enterprises (DBEs).

Since 2006, the Distributor Alliance (DA) Program has helped customers support DBEs while consolidating MRO purchases. Over 50 DA DBEs resell the full 1.7 million products offered by Grainger and provide services to customers with mandated procurement goals to support small businesses and provide employment opportunities to women, minority and veteran-owned businesses. The DA DBE is one of the many points of contact for the customer, including regional business managers who mentor the diverse DA DBE and act as a liaison between Grainger, the end customer and the DA DBE.

As with all of our catalog suppliers, we monitor each DBE's performance with a monthly balanced scorecard. We provide feedback and offer assistance in performance areas where improvement is needed. We seek to provide meaningful focus in pragmatic areas where efficiency can be gained and effectiveness can be improved.

As noted above, for both Supplier Diversity and Distributor Alliance, Grainger is proud to be a member of the National Minority Supplier Development Council and to support several NMSDC Regional Councils. We are corporate members of the Woman's Business Enterprise National Council. To demonstrate our commitments, and to recruit diverse suppliers for line review and customer proposal opportunities, we participate in M/WBE Business Opportunity Fairs and other events that support M/WBE businesses.

Grainger's Current Small Business Suppliers

Presented below are Grainger's Tier 2 Suppliers as of April 2019.

	Diversity Class						
Vendor Name	Veteran	Women	Minority	Handicapped-owned and operated	Historically Underutilized Businesses	LGBT	Disadvantaged Business Concern
CAROLINA GLOVE COMPANY	x	x					
MOTOR SPECIALTY, INC.	x	x					
ROHTEK LLC	x		x				
DR. DIESEL TECHNOLOGIES	x		x				
PRIMAX MFG & TRADING INC.	x		x				
RIGGERS SAFETY LLC	x			x			
HUSKY CORP DBA SUR&R	x			x			
EIGHTH AVENUE ENTERPRISE	x			x			
MILHAM SUPPLY COMPANY INC.	x			x			
POWERHOUSE TWO INC	x			x			
INSINGER MACHINE COMPANY, INC.	x			x			
PETOSKEY PLASTICS, INC.	x				x		

Vendor Name	Diversity Class						
	Veteran	Women	Minority	Handicapped-owned and operated	Historically Underutilized Businesses	LBGT	Disadvantaged Business Concern
ALLEGRO INDUSTRIES, INC.	x						
THE TAPMATIC CORPORATION	x						
FRASER OPTICS LLC	x						
SE-KURE DOMES & MIRRORS INC	x						
AST INDUSTRIES INC DBA ANTI-SEIZE	x						
PETERSEN MANUFACTURING CO.	x						
KEN FORGING, INC.	x						
MICRON INDUSTRIES CORPORATION	x						
LB KISH COMPANY	x						
LEE SPRING COMPANY LLC	x						
PRECISION HOSE INC	x						
BERKSHIRE CORPORATION	x						
ASSOCIATED EQUIPMENT CORPORATION	x						
GROVHAC INC.	x						
CURRAN MFG CORP	x						
ENVIRONMENTAL TEST PRODUCTS, LLC	x						
PRO TAPES AND SPECIALTIES, INC.	x						
SAFETYTOOLS LLC	x						
JAECE INDUSTRIES INC	x						
ABBOTT ALUMINUM INC. DBA	x						
EMPIRE VENTILATION EQUIPMENT CO	x						
ADVANTECH MANUFACTURING INC.	x						
HYGENALL CORPORATION	x						
PRECISION STAINLESS, INC	x						
STENNER PUMP COMPANY	x						
SAFTCART	x						
CUSTOM COMPOUNDERS, INC.	x						
ROCKFORD SILK SCREEN PROCESS, INC.	x						
BUCKEYE PAPER COMPANY INC.	x						
FABRICATED METAL LLC	x						
SYNCO CHEMICAL CORPORATION	x						
HILTON TRADING CORP DBA ACCUBANKER		x	x				
MIGHTY LIFT INC		x	x				
SOUTHERN FASTENERS AND SUPPLY INC		x	x				
LFC LLC DBA GENUINE GRIP FOOTWEAR		x	x				
LIBERTY GLOVE INC		x	x				
VO BAKER COMPANY		x	x				
EZ DUPE, INC		x	x				

	Diversity Class						
Vendor Name	Veteran	Women	Minority	Handicapped-owned and operated	Historically Underutilized Businesses	LBGT	Disadvantaged Business Concern
SW SAFETY SOLUTIONS INC.		x	x				
NATIVE GREEN		x	x				
AKTION, INC.		x	x				
LOYAL INTERNATIONAL INC. DBA NUSET		x	x				
ADVANCE COMPONENTS, INC.		x			x		
S E INTERNATIONAL INC.		x			x		
D&B INDUSTRIAL SAFETY SUPPLY INC.		x			x		
RETRAC, INC. DBA THINK SAFE, INC.		x			x		
EVERLIGHTS INC		x					
CASCO MANUFACTURING SOLUTIONS INC		x					
ACME SERVICE CORP		x					
PETROCHEM, INC.		x					
AUTOTEX		x					
LAVELLE INDUSTRIES, INC.		x					
WORLD PREP LLC		x					
AMERICAN MOVING SUPPLIES, INC.		x					
CASTER CONNECTION INC		x					
AK LTD		x					
JELMAR, LLC.		x					
LVD ACQUISITION LLC DBA OASIS INTL		x					
CS HYDE COMPANY		x					
BISHOP WISECARVER CORPORATION		x					
HD SALES GROUP INC.		x					
RAE PRODUCTS AND CHEMICALS, CORP		x					
GEMINI PRECISION MACHINING INCORPOR		x					
CLEAROUNDS COMMUNICATIONS, INC.		x					
MAXLITE INC		x					
CROWN PRODUCTS LLC		x					
COBRA SYSTEMS INC		x					
MERCURY FLOOR MACHINES INC		x					
MEALS FOR ALL INC		x					
LYNKTEC LLC		x					
AMERICOVER, INC.		x					
PLISZKAS ADVENTURES DBA HEADLINE IT		x					
VENUS LAB DBA EARTH FRIENDLY PROD		x					
JDV PRODUCTS INC		x					
API INDUSTRIES INC DBA ALUF PLASTIC		x					
BAYHEAD PRODUCTS CORPORATION		x					

	Diversity Class						
Vendor Name	Veteran	Women	Minority	Handicapped-owned and operated	Historically Underutilized Businesses	LBGT	Disadvantaged Business Concern
FIRE SAFETY INT, INC. DBA FSI NA		x					
GBG ENTERPRISES INC		x					
B & L DISTRIBUTORS, INC.		x					
ANEROB LLC DBA PETERSEN BRANDS		x					
NADCO TAPES & LABELS INC		x					
MUMSER, INC. DBA BA PRODUCTS CO.		x					
ASSEMBLY TOOL SPECIALIST INC.		x					
GASKETS INC.		x					
ELLIOTT SPECIALTY PRODUCTS INC.		x					
EX-CELL KAISER LLC		x					
VEE GEE SCIENTIFIC INC.		x					
COLUMBIA SANITARY PRODUCTS, INC.		x					
EQUIPMENT SUPPLY COMPANY		x					
WAXIE#S ENTERPRISES, INC.		x					
SIBLEY LABORATORIES LLC		x					
IMPACT ABSORBENTS INC		x					
CP INDUSTRIES		x					
COPE PLASTICS INC.		x					
ANDWIN SCI, DIV OF THE ANDWIN CORP.		x					
MIDLAND SCIENTIFIC INC		x					
EXCELTA CORPORATION		x					
FIELD CONTROLS LLC		x					
DEFELSKO CORPORATION		x					
BONDHUS CORPORATION		x					
SPECTRA MERCHANDISING INTERNATIONAL		x					
ABSORBENT SPECIALTY PRODUCTS, LLC.		x					
OUR REMEDY LLC DBA		x					
ELECTRIC MOTORS & SPECIALTIES, INC		x					
MILES LUBRICANTS LLC		x					
FASTENATION, INC.		x					
DUOBED LLC		x					
LOVE LESS ASH CO DBA DUSTLESS TECH		x					
MR. PRODUCTS INC / MR. CHAIN		x					
QUINCY LAB INC.		x					
EXCLUSIVE IMPORTS, INC		x					
STX, INC DBA ALTA INDUSTRIES		x					
NEOLOGIC DISTRIBUTION INC		x					
DIY INDUSTRIES INC		x					

	Diversity Class						
Vendor Name	Veteran	Women	Minority	Handicapped-owned and operated	Historically Underutilized Businesses	LBGT	Disadvantaged Business Concern
GLOBAL STEEL PRODUCTS CORPORATION		x					
GRAYMILLS CORPORATION		x					
ILLEN PRODUCTS LTD DBA IMPRINT PLUS		x					
HATCHMED CORP		x					
SAVE PHACE, INC.		x					
STRIDE TOOL LLC		x					
84 LUMBER COMPANY		x					
SAMTECH LLC DBA MASSIF		x					
CONSOLIDATED CORDAGE CORP		x					
METAL PREP A BRAZELLE CORPORATION		x					
KLEENTEC		x					
UNIVERSAL MEDICAL INC		x					
A2Z CONSOLIDATED SUPPLY		x					
LED LIGHTING SOLUTIONS GLOBAL LLC		x					
MASTER MANUFACTURING CO		x					
MAXIT DESIGNS, INC.		x					
PAN AMERICAN TOOL CORPORATION		x					
SAN DIEGO OCEAN ENTERPRISES INC		x					
POSI LOCK PULLER INC.		x					
TAPESOUTH INC.		x					
ERB INDUSTRIES INC.		x					
SAGINAW PRODUCTS CORP		x					
STOCK ELECTRONICS		x					
SINGER SAFETY COMPANY		x					
DAVIES MOLDING, LLC		x					
RED DEVIL EQUIPMENT COMPANY		x					
SPECTRUM LAB DBA SPECRUM CHEM MFG.		x					
TRESTER HOIST & EQUIPMENT		x					
PRO SCIENTIFIC INC.		x					
PLAST-O-MATIC VALVES, INC.		x					
CREST MANUFACTURING INC		x					
ONYXX GROUP LLC		x					
CARBIDE CO LLC DBA MONSTER TOOL CO.		x					
WISCONSIN OVEN DISTRIBUTORS, LLC		x					
SHOPTOUGH LLC		x					
WENCON DEV. INC. DBA QUICK MOUNT PV		x					
ECO TREND CASES LLC		x					
ARTU-USA, INC.		x					

	Diversity Class						
Vendor Name	Veteran	Women	Minority	Handicapped-owned and operated	Historically Underutilized Businesses	LBGT	Disadvantaged Business Concern
EMULTEC, INC.			x		x		
SIMPSON ELECTRIC COMPANY			x		x		
GRAPE SOLAR INC			x				
SOLARTECH POWER INC			x				
CEC INDUSTRIES LTD.			x				
RESSVEN INC DBA E JAMES & COMPANY			x				
AUTOTECH TECHNOLOGIES, LP DBA AVG			x				
ULTRAVIOLET DEVICES INC			x				
ARMOR CONCEPTS LLC			x				
TURF INC.			x				
ECO ABSORBENT TECHNOLOGIES INC			x				
CLEVELAND CONTROLS, DIVISION OF UNI			x				
IDEAL SHIELD LLC			x				
AVEN INC.			x				
UNITED SCIENTIFIC SUPPLIES INC.			x				
BIOSAN LABORATORIES INC			x				
QSPAC INDUSTRIES INC.			x				
TRICO PRODUCTS CORPORATION			x				
MJ MAY MATERIAL SPECIALISTS INC			x				
BUILDING HEALTH CHECK, LLC			x				
LW SCIENTIFIC, INC.			x				
DDS, INC.			x				
BEAED LP			x				
JESCO LIGHTING GROUP LLC			x				
PAN PACIFIC ELECTRONICS, INC.			x				
THE DELAWARE PAINT COMPANY			x				
INDUSTRIAL MAINTENANCE SUPPLY			x				
ACTEK MFG. & ENG.			x				
BATTERIES PLUS			x				
NEWBORN BROTHERS CO., INC.			x				
OFFICEMATE INTERNATIONAL CORP			x				
STARDUST SPILL PRODUCTS, LLC			x				
IBS SOLUTIONS CORPORATION			x				
R & R TEXTILE MILLS, INC.			x				
POWER DRIVE LLC.			x				
TEMPCO			x				
BYOGLOBE LLC			x				
ATLANTIC BLOWERS			x				

	Diversity Class						
Vendor Name	Veteran	Women	Minority	Handicapped-owned and operated	Historically Underutilized Businesses	LBGT	Disadvantaged Business Concern
ACTION CHEMICAL, INC.			x				
MAT ENGINE TECHNOLOGIES, LLC.			x				
LTS CHICAGO ENTERPRISES INC.			x				
VALTRA, INC.			x				
MESA SAFE COMPANY INC.			x				
GENERAL TOOL INC			x				
PORTAGAS, INC.			x				
WOOSTER PRODUCTS INC.			x				
STEREN ELECTRONICS INTL LLC			x				
CHOCTAW-KAUL DISTRIBUTION COMPANY			x				
JEIO TECH INC.			x				
KEYSTONE VOCATIONAL SERVICES INC				x			
ALPHAPOINTE				x			
DALLAS LIGHTHOUSE FOR THE BLIND				x			
ACCESS: SUPPORTS FOR LIVING				x			
LIBERTY ENTERPRISES INC NYSARC				x			
VIA TECHNOLOGIES				x			
BEACON LIGHTHOUSE, INC.				x			
BESTWORK INDUSTRIES FOR BLIND				x			
SOUTH TEXAS LIGHTHOUSE FOR THE BLD				x			
CENTRAL ASSOC FOR BLIND VIS IMPAIR				x			
CHICAGO LIGHTHOUSE INDUSTRIES				x			
VISIONCORPS				x			
CINCINNATI ASSOCIATION FOR BLIND				x			
TRI-INDUSTRIES, NFP				x			
ENVISION, INC.				x			
NEWVIEW OKLAHOMA INC				x			
HORIZON IND./EAST TEXAS LIGHTHOUSE				x			
INDUSTRIES FOR THE BLIND				x			
INDUSTRIES FOR THE BLIND, INC.				x			
LIGHTHOUSE FOR BLIND NEW ORLEANS				x			
THE LIGHTHOUSE OF HOUSTON				x			
LOUISIANA ASSOCIATION FOR THE BLIND				x			
MISSISSIPPI INDUSTRIES FOR BLIND				x			
OUTLOOK NEBRASKA INC.				x			
L C INDUSTRIES				x			
TRAVIS ASSOCIATION FOR THE BLIND				x			
WINSTON-SALEM INDUSTRIES				x			

	Diversity Class						
Vendor Name	Veteran	Women	Minority	Handicapped-owned and operated	Historically Underutilized Businesses	LBGT	Disadvantaged Business Concern
WICRAFT, INC				x			
CREATIVE SALES COMPANY					x		
INDUSTRIAL MAGNETICS, INC.					x		
B & P MANUFACTURING					x		
MATERIAL CONTROL INC DBA COTTERMAN					x		
THE MASTER PRODUCTS COMPANY					x		
EAZYPOWER CORPORATION					x		
BOX ENCLOSURES, INC.						x	
INDUSTRIAL PNEUMATIC & SUPPLY CO							x



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 3 Amends Appendix E – Pricing File for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 3 is hereby issued to change;

1. Please utilize the revised Appendix E – Pricing File (labeled Version 3 on tab 1) attached. Please do not modify the formatting on this document.
2. An updated Pre-Proposal meeting notes file has been posted.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name W.W. Grainger, Inc.

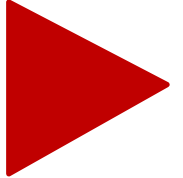
Contact Person Ron Price

Signature 

Date 112219

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

Tab 2 ♦ Products & Services Pricing and Market Basket (Appendix E)



IV. PRODUCT/SERVICES SPECIFICATION

It is the intention of Region 4 ESC to establish a contract with a highly qualified Offeror(s) for **Maintenance, Repair and Operations (MRO) Supplies & Related Services** on a national level. Offeror(s) shall, at the request of Region 4 ESC, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS.

The scope of this RFP shall include but not limited to the following Product Categories:

- Adhesives, Sealants & Tape
- Air Filters
- Appliances
- Building Materials
- Cabinets, Countertops & Related Materials
- Cleaning Equipment and Supplies
- Electrical Supplies & Equipment
- Emergency Preparedness
- Fasteners, Hardware, Hand Tools
- General Maintenance Supplies
- Green/Sustainable products
- HVAC Supplies
- Ice Machines & Refrigeration
- Irrigation Equipment & Supplies
- Janitorial Supplies
- Landscaping Supplies
- Lighting, Ballasts, and Bulbs
- Lubricants, Sealants and Paint
- Machine & Cutting Tools
- Material Handling & Storage Supplies
- Measuring Tools & Test Instruments
- Motors, Pumps
- Outdoor Garden Supplies & Equipment
- Paint, Equipment & Supplies
- Plumbing Supplies
- Pneumatic Tools
- Power Tools & Accessories
- Raw Materials
- Safety & Security Related Items
- Swimming Pool Chemicals
- Tools (general purpose & machine)
- Window Treatments
- Services (installation, glass cutting, rental, etc.)
- Welding & Soldering
- Other related categories

Grainger offers the broadest product breadth in the industry, with **over 1.7 million products** covering more than **32 MRO categories**. Grainger's strategy is to distribute the most comprehensive line of MRO products and service categories and anything related to small, medium and large commercial, government and institutional customers. Critical to our approach is an offering of scale and breadth encompassing each category represented below in the screen shot. We compete directly and emphatically with specialized distributors and manufacturers across the MRO market. We use a range of specialty suppliers for our sourcing offer including local and national product vendors. We continually evaluate products and services to remain relevant to our customers. We add products and suppliers on a daily basis. During the past 18 months we added more than 300,000 products in top categories such as safety, hardware, electrical, and cleaning.

ALL PRODUCTS ▾

products

SEARCH

BULK ORDER PAD ▾



Purchased Products



Digital Catalogs



Replacement Parts

Abrasives

Adhesives, Sealants and Tape

Cleaning and Janitorial

Electrical

Electronics, Appliances, and Batteries

Fasteners

Fleet and Vehicle Maintenance

Furniture, Hospitality and Food Service

HVAC and Refrigeration

Hardware

Hydraulics

Lab Supplies

Lighting

Lubrication

Machining

Material Handling

Motors

Office Supplies

Outdoor Equipment

Paint, Equipment and Supplies

Plumbing

Pneumatics

Power Transmission

Pumps

Raw Materials

Reference and Learning Supplies

Safety

Security

Test Instruments

Tools

Welding

Supplies/Balance of Line

Respondents are encouraged to offer everything in their entire catalogue that falls within the scope of MRO Supplies. Region 4 ESC reserves the right to reject parts of offerings that it deems to fall outside the scope of the RFP. All products offered shall be new, unused and of the latest design and technology.

In addition to the categories offered in the RFP, Grainger's Sourcing Team procures facilities maintenance products and services beyond the Grainger catalog. With access to more than 5 million products and more than 16,000 national and local suppliers, the team provides a total solution for ALL 32 MRO categories and associated sub-categories to acquire infrequent and low demand items. Grainger has business relationships with manufacturers critical to Member operations.

Related Services

Respondents should submit auditable pricing for any and all related services offered.

Grainger Catalog Services:

Grainger offers a diverse portfolio of services that are customized to each customer's unique circumstances. Pricing will be discussed and coordinated for Member approval.

Fee and Non-Fee Based Services:

A full listing of Grainger's Fee and Non-Fee Based Services are included in **Exhibit 1**.

Grainger Product Sourcing:

Region 4 and Participating Public Agencies can purchase through Grainger's Sourcing arm, which reaches out to Grainger's network of non-catalog suppliers to provide access to over five million additional products and services. The pricing and discounts set forth above do not apply to items purchased through Grainger's Sourcing arm. Pricing will be quoted on a case-by-case basis. Grainger Sourcing Terms and Conditions apply to any Sourced purchases. *The pricing model for Sourced Products is based on current market conditions and is competitive for spot buy situations on a per order basis.*

Training & Education

The ability to provide on-site and/or online training and education programs/seminars.

Customer Training

Grainger will provide contract and ordering training at no additional cost to ensure your personnel are familiar with the benefits of your new contract and how to order products and materials. Below are proven training programs available to all of your members:

No Cost Instructional Training	In Person	Virtual	Literature
Contract			
• Details of the award	✓	✓	✓
• Price and discounts specific to Market Basket items			
• Customer service and wide-variety of order processing support channels			
• Introduction of the local Sales and Customer Service support staff			
Ordering			
• Online Ordering - Grainger.com	✓	✓	✓
• Phone			
• Email			
• Fax			
• KeepStock			
Customer Service Processes			
• How to Engage	✓	✓	✓
• Hours of Operation			
• Problem Resolution			
• Technical Support			
Product			
• Delivery	✓	✓	✓
• Return Policy			
• Training			
• Warranty			

Technical Training: Grainger offers training seminars led by an industry-experienced, certified team of third-party instructors. Participants receive hands-on safety and industrial skills development that can be applied on the job immediately. Training can be scheduled on-site at customer locations or off-site at scheduled locations across the U.S. Examples include:

- Proto Tools Hand Tool Safety Seminar
- Dewalt Power Tools
- Fire-Resistant Workwear Training
- Fall Protection Training
- Hearing Protection & Conservation Training
- Gas Detection Equipment Training
- Arc Flash Awareness Seminar
- Fuses & Power Distribution Training
- Climbing Pro Ladder Training
- Spill Containment Training

Please see **Exhibit 2 Grainger's Technical Skill and Safety Training.**

Safety Training: Grainger works with well-recognized safety suppliers for facility and product surveys, along with fee-based OSHA certification and training programs to help you stay compliant. Our strong relationships within the safety industry enable us to offer hassle-free services, including turn-key product and program solutions from our safety suppliers as well as third-party service providers.

New Products: Training for new products is scheduled through Grainger's local Government Account Managers, local branch personnel and / or General Catalog manufacturers and suppliers. Grainger will work with Region 4 and OMNIA Members to identify any new products for which you need to coordinate training.

FREE On the Job Webinar Series: Grainger.com provides current industry information and helpful updates. Grainger will provide trends and updates on its “On the Job Webinar Series” covering areas such as:

- Safety
- OSHA Regulations
- Productivity
- Procurement & Inventory Management
- Green Solutions
- Emergency Preparedness

On the Job Webinar Series



Grainger's KnowHowSM: Grainger.com has been a destination for our customers to purchase products for more than 20 years. As an expansion of how our customers use our website to serve as a solution resource, Grainger's KnowHowSM is designed to provide insights and information to customers who are looking for ways to save time and money, while increasing productivity.

GRAINGER KnowHowSM

SAFETY & HEALTH

OPERATIONS

EQUIPMENT

INDUSTRY

PUBLIC SECTOR

Here you'll find the tools and information to help you succeed in the federal, state, local, public safety, waterworks or education public sector. Topics include workplace diversity, supplier diversity programs, moving EdTech forward and Distributor Alliance opportunities.



PUBLIC SECTOR

Fire and Smoke Barriers: Is Your Campus up to Code?

6/12/19



PUBLIC SECTOR

Why College Will Soon Be About Creddegrees and Co-Ops

4/19/19



PUBLIC SECTOR

Will Your Campus Be Ready Should OSHA Come Calling?

3/21/19



PUBLIC SECTOR

Preventive Maintenance 102: Centralizing Campus Inventory and Maintenance



PUBLIC SECTOR

The Evolution of Diversity in Procurement

4/23/18



PUBLIC SECTOR

Preventive Maintenance 101: Six Areas of Campus You Can't Neglect

4/5/18

Screen shot of Grainger's KnowHow page showing the various articles for topics relevant to different sectors of government and additional "Tabs" of information available.

Environmentally Preferred Product Training

Specific Sanitation Value Add Programs	
Key Supplier	Description
Diversey / Greenguard Certification	Minimize contaminants introduced to the air during cleaning and improve indoor air quality. Greenguard certification identifies the proper products, tools and processes to clean the facility. Diversey supports certification efforts via on-site setup, training and system auditing.
Diversey / Floor Care Productivity Survey	Improve productivity, appearance and reduce waste in your floor care processes. Diversey provides support via a facility survey identifying potential improvements to your current floor care program. Identifies opportunities to realize potential cost savings in overall labor costs and/or chemical usage costs.

Specific Sanitation Value Add Programs	
Key Supplier	Description
Georgia-Pacific / Dispenser Refurbish, Recycle, Reuse (RRR) Program	Providing an end of life solution for old paper towel and toilet paper dispensers. GP team removes old dispensers and reuses components. Old dispenser components are utilized in manufacturing new products, such as computers and automobile parts. Dispensers are picked up at the end user's location.
Georgia-Pacific / LEED® Calculator & LEED® Reporting	For customers interested in earning LEED® credits under the LEED® v4 Operations & Maintenance (O+M) Rating System. Georgia Pacific can generate a report for you illustrating & calculating how GP Pro products can support your efforts. Reports can be downloaded and provided to your LEED auditor.
Georgia-Pacific / Battery Recycling Program	Reduce the number of batteries in landfills. Through this service boxes are provided to enable the collection of used batteries in the area of your choice. Boxes are picked up at the facility and new boxes are provided for continued collection and environmental disposition.
GOJO / Dispenser Disposal & Recovery	GOJO will coordinate the removal, transport, and sustainable disposal of old hand soap and sanitizer dispenser materials when completing a GOJO managed dispenser installation project. This is a great option for large installation/conversion projects and a great way to support sustainability initiatives within your facilities.
GOJO / Pre-Installation Site Survey	For large hand soap & sanitizer installation or conversion projects (> 250 dispensers), GOJO will conduct a site walk-thru with material planning and project management. This service addresses challenges related to storage space
Rubbermaid / Innovative Solutions Mobile Showroom	Discover more ways to reduce cost, improve productivity and enhance employee safety. Rubbermaid's mobile showcase vehicle provides an interactive experience and hands-on demonstrations featuring innovative solutions.
Rubbermaid / Recycling Solutions	Explore solutions designed to support your recycling efforts. Rubbermaid's mobile showcase vehicle presents innovative solutions to help you achieve your recycling goals
Rubbermaid / Waste Audits	For those interested in waste-reduction or recycling initiatives Rubbermaid offers on-site audits designed to help educate users on the impact of implementing a recycling system. This service provides an evaluation of current waste stream habits and processes and diversion practices and provides recommendations and assistance in designing a recycling system.
Rubbermaid / Site Assessments & ROI Calculators	Rubbermaid representatives share their expertise and recommendations through an on-site assessment with ROI calculators to support recycling, hand hygiene and many other common facility initiatives.
Rubbermaid / LEED® Certification Support	For customers pursuing LEED Certification Rubbermaid offers a site visit providing guidance, product recommendation and support with LEED implementation initiatives.
New Pig Spill Preparedness Program	Spill Risk Assessment to fully understand your risks and get you into compliance with EPA & OSHA regulations
Grainger Safety Assessment	Grainger Field Safety Specialist provides comprehensive audit to determine safety issues and provide solutions to address violations.

Medical Emergency Response Training: instructors are experienced industry professionals, including EMTs, paramedics and nurses, with extensive field knowledge to pass on to students. Through an instructor add-on course or online training portal, users will gain access to the training course with the ability to take the course on ANY mobile device, tablet, or pc with internet connection. These training courses are designed for those needing to complete a yearly refresher course or new certification. Please see **Exhibit 3** for further details.

Other Services

Other value-add services not included in above categories including trade-ins, leasing, financing and include the pricing structure for each of these items.

Grainger offers the following services for customers:

1. **Customer Sample Program:** Grainger offers customers reasonable Consumable and Non-Consumable sales samples available for customers.
2. **Return Policy:** Grainger offers up to **1 year after purchase** to return a product in accordance with our return policy. (See Section V Pricing).

Ordering Capabilities

- The successful Offeror shall provide an electronic on-line catalogue and have a fully operational website that enables on-line ordering by the individual member agencies. Features shall include, product lookup that indicates Region 4 contract price; ability to set purchasing authorization limits; ability to download order invoice history reports.

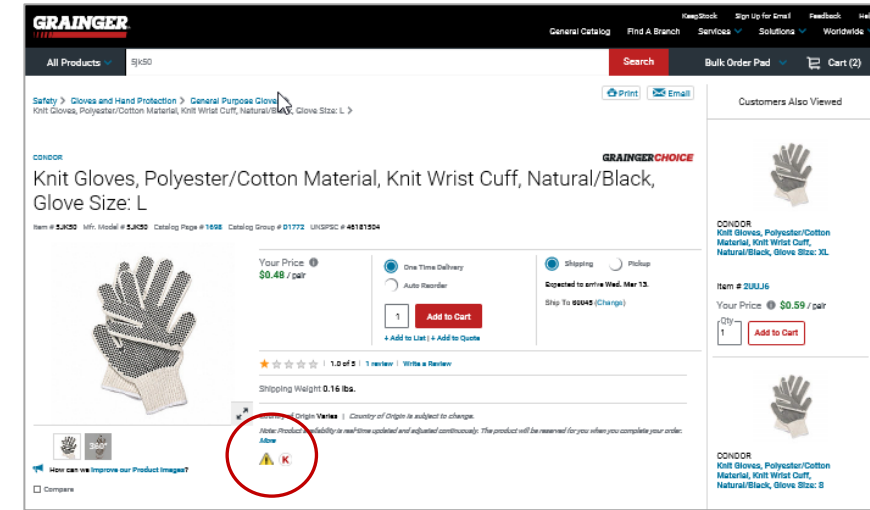
Grainger's web-based ordering system (eCommerce purchasing system) has a proven record as the largest e-Retailer in the MRO industry. Grainger has the most comprehensive website platform with user friendly and customer-focused flexible web portals, mobile apps, and eProcurement offerings in the industry. The solutions deliver "Easy to Find," "Easy to Use," and "Easy to Connect" procurement solutions that help the Region 4 and OMNIA members save time and money.

With our eCommerce capabilities, customers may choose to order over the Internet through Grainger.com, place mobile app order, or order through a procurement solution such as Ariba, Workday, or Jaggaer. Below are the Grainger capabilities for ordering and invoicing.

Ordering Capacity: Grainger's multichannel sales approach lets customers choose how they want to do business with us. It also gives them the flexibility of ordering in ways that best suit their needs. These sales channels include:

- **Internet / ecommerce**
- **Email**
- **Toll Free Telephone**
- **Retail / branch locations**
- **Fax**
- **Inside and outside sales representatives**
- **Grainger's KeepStock® inventory management systems**
- **Mobile App**

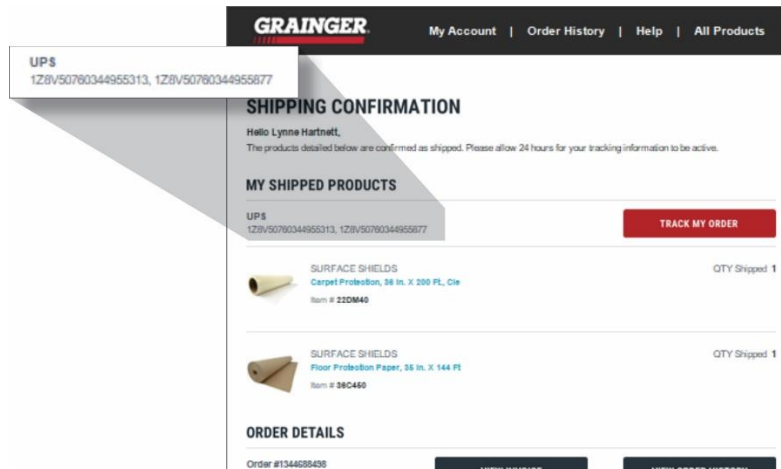
Display Contract Pricing: Once logged on to Grainger.com or if accessing Grainger product via a Grainger punch-out, all Region 4/OMNIA contract pricing will be clearly displayed on item detail pages, within search results and in the shopping cart. Furthermore, the Region 4/ Omnia market basket products will be clearly identified with the red "K" on the item detail page, search results and in the shopping cart.



Region 4 and OMNIA will be able to easily determine market basket items by finding the red "K".

Order Status & Tracking: The Region 4 and OMNIA Members can use Grainger.com to track the status of any pending order, regardless of ordering channel (online, phone, fax, e-mail). Members can determine shipment status, backorder status, and partial order shipments, will call order pick-ups and order cancellations for orders placed within the past 36 months by clicking on the Order History link at the top of any Grainger.com page.

The Region 4 and OMNIA Members will receive a shipment notification with carrier tracking information once an order has shipped.



Tracking information can easily be accessed from the shipment notification.

Search Options: Grainger.com allows the Region 4 and OMNIA Members to search and filter by the following attributes:

- Keyword(s)
- Region 4/OMNIA's Market Basket items
- Manufacturer/brand
- Manufacturer model number
- National Stock Number (NSN)
- Grainger item number
- Region 4/OMNIA's number

- Supplier Diversity products
- Green products (Logo for green)
- Categories or product index

Grainger's extensive investment in technology, specifically "search capability", is further represented by the following Search functionality:

Wildcard Search: By using an asterisk (*), end users may perform a wildcard search. If a Member is looking for a model number but doesn't remember the full number, the end user may type in the first three characters followed by an asterisk (*). Grainger's site will search all of the model numbers that start with those three characters.

Refined Search: End users may further refine their search results by clicking "Search Within these Results". This feature filters the search results by an additional keyword or description. In addition, Members may further refine their search term by "Product Categories", "Brand" or "Price". As refinements are made, detailed technical specifications are shown to allow Members to narrow down to the exact product, quickly procure it, and resume work.

Once a search result is presented, Members may:

- Add or remove refinements to their search without leaving the results page
- Refine their results by product specifications
- Sort by price, availability, model number, brand name and more
- See additional product information without leaving the results page
- View items in table format for easier comparison
- View a Mini-Item Detail Page for quick reference
 - ✓ Find Green and Supplier Diversity products quickly
 - ✓ Use Search results to compare up to eight products at a time
 - ✓ See product availability in real time during checkout

Search Suggestions (Type Ahead): This functionality provides suggested terms, item numbers, product categories, and brands as the user inputs a search term or item number as presented below. Additionally, it retains a search term history and recommends products.

View Previously Purchased: Grainger has a feature allowing users to narrow their search results to those products they have purchased in the past. This makes it easier to find the products you need.

Mini Item Detail Page (IDP): When viewing like products in table format, users can click on any of the individual items to view a mini-IDP containing basic information on the product, and an ability to add that item to the cart.

Polyurethane Cut Resistant Gloves, ANSI/ISEA Cut Level 2, HPPE Lining, Gray, 6, PR 1

Web Price **\$10.86 / pair**

Qty 1 **Add**

☐ Compare **+ Add to List**

Expected to arrive **Fri, Mar 22**
Ship To 53545 **Pick Up**

Tech Specs	Item Info
Item	Cut Resistant Gloves
ANSI/ISEA Cut Level	2
ANSI/ISEA Abrasion Level	5
ANSI/ISEA Puncture Level	2
Glove Coating Material	Polyurethane
Glove Lining Material - Cut Resistant	HPPE
Suggested Use Environment	Dry/Light Oil
Series	HyFlex(R)
Glove Size	6
Puncture Resistant	Yes
Palm Material	Polyurethane

GETTING THE RIGHT GLOVE SIZE:

MEN'S SIZES	Size	Inch	CM	WOMEN'S SIZES	Size	Inch	CM
S	7 1/8 - 8	18	15	S	6 1/2 - 7	16	14
M	8 1/8 - 9	20	17	M	7 1/8 - 8	18	15
L	9 1/8 - 10	23	19	L	8 1/8 - 9	21	17
XL	10 1/8 - 11	25	20	XL	9 1/8 - 10	23	19

Viewing as **List** **Table** Sort by **Top Sellers**

ANSSELL Cut Resistant Gloves, Cut Level 2, Natural Rubber Latex Coating, Polyester/Cotton Lining

Multiple product options available

ANSI/ISEA Cut Level	ANSI/ISEA Abrasion Level	Suggested Use Environment	Glove Size	Glove Length	Color	Item #	Price
2	4	Dry/Light Oil	S	9-11"	Blue, Gray	42711	\$3.68 / pair
2	4	Dry/Light Oil	M	9-11"	Blue, Gray	42712	\$3.68 / pair
2	4	Dry/Light Oil	L	10-14"	Blue, Gray	42713	\$3.68 / pair
2	4	Dry/Light Oil	XL	10-14"	Blue, Gray	42714	\$3.68 / pair

ANSSELL Cut Resistant Gloves, Cut Level 2, Polyurethane Coating, HPPE Lining

Multiple product options available

Brands: **ANSSELL**

Table View: Organizes like products into logical groupings and provides additional product information. The table format facilitates easier comparisons between products.

Visual Attributes: Visual attributes help users by displaying imagery in addition to text and technical language. Users can click on an image to refine the search results by the selected value. Supplemental content is also available as banners to further help members with their purchase decision.

Order History: The innovative **Home Page** on Grainger.com includes relevant user information such as order history, invoices, and other useful information in support of efficient procurement management. Order history can be accessed for 36 months.

Users have the option of accessing order history on Grainger.com and reordering or downloading a file of order history data for further analysis. This file of order history data can be configured to include multiple users, various types of orders, various date ranges, and multiple file formats.

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All Products | Enter keyword, item, model or replacement part number. Search | Bulk Order Pad | Cart

My Account \ Download Order History | Want to pay an invoice? Please call us at 1-800-GRAINGER (1-800-472-4643). Print

DAN WHITAKER

Download Order History

Order History | Purchased Products | Download Order History

⚠ Order History Download Files will be available for 3 days from request date.

Request Order History Report

Download My Orders | All Types of Orders | 3 Months | CSV file | Generate File

Your Reports

Request Date	Description	Status
05/20/2016	My order history, All Types of Orders, 3 months, CSV file	Download

The Region 4 and OMNIA Members can select search criteria to search order history. Order history information is available online for the previous 36 months.

Technical Assistance: Grainger offers multiple forms of technical assistance on Grainger.com.

Click-To-Chat: Grainger offers Click-to-Chat Assistance for Members on Grainger.com and punch-out integrations. Agents are available from 7 am to 5 pm, Monday – Friday, in all time zones to assist Members with their product questions or anything related to the purchasing process. Agents in the click-to-chat function can access technical product experts to answer detailed questions on product application or specifications affording OMNIA Members a prompt means to get answers to their questions.

Can I help you with anything today?

Chat Now | Not today

Please don't invite me again

Members can chat live with a Customer Service Representative (CSR) on Grainger.com. Once “Chat Now” is clicked, a message box opens up allowing members to communicate with the CSA

Help Button: Grainger.com offers a “help” button featured on the top right of every page of Grainger.com to access additional information.

Key Help Topics:

- Getting Started
- Where is My Order
- Find Products
- Order Placement
- Manage My Account
- Admin Setting
- Order Management System
- eProcurement Solutions
- Mobile Solutions

The Grainger Help Desk

Below you'll find answers to questions about using Grainger.com®. Check out some of our most popular help topics. These valuable tips will help you use the site effectively. Still have questions? Call, email or chat with us. We're standing by and ready to help!



See All Help Videos



Frequently Asked Questions



Grainger.com® Guide

Getting Started

Page Registration
Sign In to Your Account
Account Options
Forgot Password and Reset

View More

Where Is My Order?

Order History
Order Status
Tracking Information
Invoice History

View More

Find Products

Search Tips
My Lists
List Detail
Product Compare Overview

View More

Order Placement

Purchase Confirmation
Build Order Pad
Quotes Overview
Search Results

View More

Manage My Account

My Account Overview
Payment Method
Shipping Address
Express Checkout

View More

Admin Setting

Account Settings
Account Customization
Activating Customized Product Level Fields
Activating Order Level Settings

View More

Order Management System (OMS)

OMS Set-Up
Spend and Approval Limits
Workflow Set-up and Editing
OMS Notifications

eProcurement Solutions

eProcurement Overview
eProcurement Punchout Homepage
eProcurement Punchout Search
eProcurement Punchout Cart

Mobile Solutions

Mobile Overview
Downloading and Signing In
Product Search
Placing an Order

The Region 4 and OMNIA Members can quickly and easily find answers to the most commonly asked questions and received guidance while shopping on Grainger.com.

Personal Lists and Profiles: The Region 4 and OMNIA Members can create “Personal Lists” on Grainger.com and punch-out integrations for frequently purchased items. Multiple personal lists can be created and shared among Members using the same Grainger account to streamline the acquisition process. This functionality allows Members to:

- Create lists by product category, service location, usage, or specifications and then organize those lists in folders
- Order directly from their list by clicking "Add to Order" next to any item
- Assign a location to a list allowing for easy access of that list from the Grainger Mobile app
- Add min/max quantities, bin locations, and print labels of the items in your list for easy inventory tracking
- Share lists with other people on the same account, so they can view and order from other Members' Personal Lists
- Add or delete products on the list, combine lists or organize lists in multiple folders
- Shared usage of these easy-to-access lists can assist the Region 4 and OMNIA Members in consolidating product orders, avoiding duplication and driving product standardization to reduce costs
- To keep a record of previous purchases

Technical Data and Documentation: Grainger's General Catalog is available in its entirety on Grainger.com and includes technical data and illustrations.

Safety Data Sheets (Formerly MSDS): The Region 4 and OMNIA Members may view and print SDS online at Grainger.com.

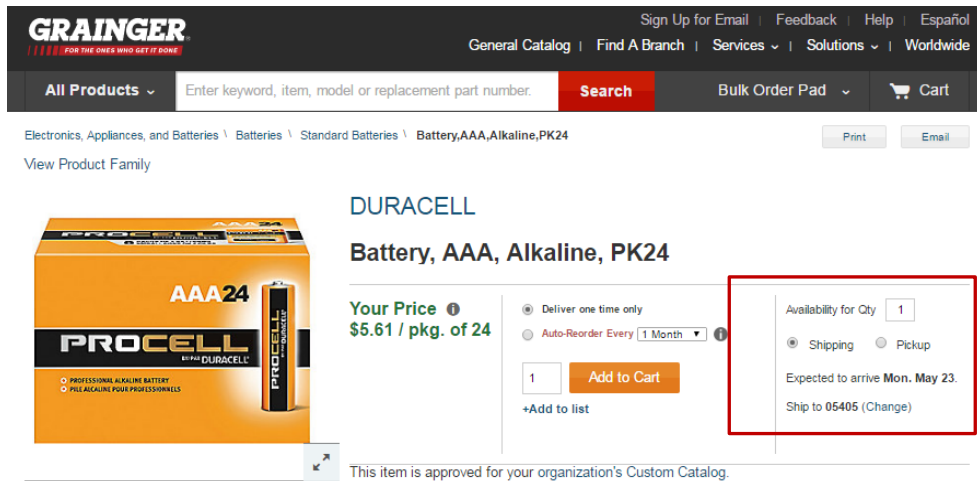
Videos, CAD Drawings, 360° Spins: Users have the ability to see a complete view from various angles of many products from the Item Details page.

Identification of Alternate Green Products: The Region 4 and OMNIA Members can easily identify environmentally preferable products on Grainger.com. When searching for products simply look for our Green Leaf icon. This indicates that the select product has a UL validated certification and/or attribute. On Grainger.com members can filter any product search results to view environmentally preferable options.



Grainger provides the Region 4 and OMNIA Members with the ability to shop for all certified products by clicking the certification logo provided on the grainger.com/green website. In addition, end users have the ability to narrow search results in order to identify environmentally preferable certifications and attributes that meet their specific requirements. All EPP products on Grainger's shelves will have EPP product labels.

Product Availability by Location: The Region 4 and OMNIA Members are able to determine real-time product availability by Grainger location.



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General Catalog | Find A Branch | Services | Solutions | Worldwide

All Products | Enter keyword, item, model or replacement part number: Search | Bulk Order Pad | Cart

Electronics, Appliances, and Batteries \ Batteries \ Standard Batteries \ Battery,AAA,Alkaline,PK24

Print | Email

View Product Family

DURACELL
Battery, AAA, Alkaline, PK24

Your Price
\$5.61 / pkg. of 24

Deliver one time only
Auto-Reorder Every 1 Month

1 | Add to Cart
+Add to list

Availability for Qty 1
Shipping | Pickup
Expected to arrive Mon. May 23.
Ship to 05405 (Change)

This item is approved for your organization's Custom Catalog.

Grainger.com enables the Region 4 & OMNIA Members to check the real-time product availability and expected arrival date of shipped orders.

SELECT A LOCATION

Enter a full address, city and state, ZIP code, branch number, or country

60045-5201 **GO**

PICK IT UP **MAP**

LAKE FOREST Branch #101 (Default) 2.17 mi
Available for pickup Fri, Dec 01 estimated after 12:00 PM. **SELECTED**

WAUKEGAN Branch #158 10.58 mi
Available for pickup Thu, Nov 30. **SELECT**

ARLINGTON HEIGHTS Branch #149 14.79 mi
Available for pickup Thu, Nov 30. **SELECT**

MORTON GROVE Branch #146 15.33 mi
Available for pickup Thu, Nov 30. **SELECT**

End users can designate a default branch within their account profile or allow Grainger.com to provide availability based on the branch closest to their location.

By selecting “Pick Up” members can see which branch location has the item in stock

Mobile Apps: The Grainger mobile app includes most of the same great capabilities as mentioned above on Grainger.com as well as a few unique features for a mobile workforce. Omnia members can use the Grainger app to find product, view and share product details, purchase product, approve requisitions, check order status and history, chat with an agent for help and much more. Grainger has apps for iPhone, iPad and Android devices as well as a mobile optimized web page.

In addition to the same great search features found on Grainger.com, the Grainger mobile app includes barcode scanning, item number scanning, voice search and location-based lists to streamline purchasing of commonly used items. Users can also establish KeepStock CMI programs and scan KS barcodes with the Grainger app. The Grainger mobile apps make it easy for you to get the supplies you need while you are on the go.

Workflow Management Controls: The Region 4 and OMNIA Members are able to control and manage their workflow and spend management when registered and logged into Grainger.com. Grainger’s order management system allows the member greater purchasing control and visibility through customizable and flexible spend management authorizations. The workflow controls described here are administered by the individual Purchasing Entity.

Grainger's online Order Management System allows Members to:

- Establish an approval process for orders that exceed Member-specified dollar limits
- Set a budget for individual users on a per week, month or year and then track their spend with reporting
- Designate a specific user as default approvals
- Apply spend limits & default approvers across multiple users or groups of users
- Add notes to the order as it is sent for approval

- Modify delivery and payment information on orders submitted for approval
- Add, remove or change item quantities on orders submitted for approval
- Apply a payment method from your profile to a pending order
- Set order approval rules based on Market Basket items

Work Order Integration: Grainger also offers the ability to integrate Computerized Maintenance Management Systems (CMMS)/ Work Order systems with the purchasing process to allow for reconciliation of purchases to work orders. This type of integration aligns work order data to product orders and packing slips for streamlined receiving and assigns product cost to the work order for a full view of project costs.

Grainger has established full integrations with some CMMS/work order systems, which allow users to click out to a Grainger site for shopping. Other integrations have been established enabling flat file transfers to automate the reconciliation of work orders and purchases. Grainger's eCommerce Solutions Managers can assess current work order and purchasing processes and streamline this process with the solutions mentioned above.

Grainger has multiple ways to receive an invoice including electronic invoicing:

- Individual invoices per shipment
- EDI invoicing
- P-Card invoicing
- Email invoicing
- Summary Billing

Invoicing Process: Grainger uses our enterprise system (SAP) that allows us to select the type of billing the Region 4 and OMNIA Members require. After the order is placed into our system and the delivery process completed (picked up or shipped out), the invoicing process begins.

- Member is sent an invoice according to the method required (email, electronic, other)
 - ✓ **Email:** Invoice is sent to the Member automatically to the identified email addresses in the system
 - ✓ **Electronic:** Invoice is sent to the Member electronically in cXML, EDI, xCBL or flat file format. Grainger has a team of analysts to work with you through implementation and testing of these electronic invoicing formats and build in certain customizations to meet your needs. Electronic invoicing allows your users to easily access invoice data within your system for easier reconciliation and payment.

Invoice and Packing Slips on Grainger.com

Omnia members have the ability to search order history and review invoices and packing slips of all Grainger orders on Grainger.com. This makes the reconciliation of procurement card purchases much easier.

Summary Invoicing: Summary Invoicing (**Summary Billing**) is available for the Region 4 and OMNIA Members. Grainger's summary billing is an invoicing system that simplifies Members' procurement process while reducing internal costs. We will provide a single bill containing a periodic summary of purchasing activity (monthly, semi-monthly, or weekly). By receiving a summary bill rather than individual invoices for each transaction, Members will have fewer pages to approve and fewer checks to write. This reduction in procurement process steps will save you both time and money.

If Members meets the requirements for Grainger's Summary Billing program and chooses to participate in this cost savings program, Members will decide:

1. Manner in which bill is sorted
2. Cycle ending day

Summary billing sorts and subtotals individual invoices over a specified time. Members may select from more than twenty sorting options. Each month, Members will receive a bill approximately one week after the selected cycle-end date.

- Contractors shall have items either delivered to the customer's jobsite or available for pickup at the closest Supplier Retail location.

Grainger's company owned distribution network makes inventory available to customers on a just-time-time basis. Grainger branches and DCs tailor inventory to Member location demands to ensure product is available for immediate pick-up, same-day shipment or same-day delivery. Products and services are offered throughout the United States, the District of Columbia and US Territories.

Product/Price Updates

- New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by Region 4 ESC. At no time is the Supplier allowed to unilaterally change products or pricing.

Grainger agrees not to change price unilaterally on the Category Percent Discounts and the Core List as submitted on Exhibit E.

Price Proposal Section of the National Core List Exhibit E, net prices will be held firm for 12 months from the contract award date ("Contract Year"). This data will be based on the information accumulated throughout the term of the contract. A review of this data is critical to ensure that the Region 4 and Participating Public Agencies continue to receive the most significant savings on the items they purchase the most.

Core List individual net prices will be held firm from the date of the Member Core List implementation through the balance of the applicable Contract Year.

As purchasing tendencies, market conditions or Region 4/OMNIA Member habits change over the contract term, Grainger will work with the Member to update the Member Core List items to reflect those changes. Thereafter, the updated Member Core List items' net prices will be held firm through the applicable Contract Year.

As stated above in the Price Proposal Section, products not in the National Core List or in the Customized Core List, Category Discounts will apply to the www.grainger.com Contract Reference Price (CRP) at time of transaction ("CRP"). The CRP may change three times annually, generally on January 1, May 1 and August 1 ("Adjustment Dates") and prices for products priced with a Category Discount may increase, decrease, or remain the same as a result.

- Successful Offeror shall be responsible for notifying Region 4 of all obsolete and discontinued products in writing and in a timely manner.

In the event a Core List item is discontinued, the parties will find a mutually agreeable replacement item and add such replacement item to the Core List. Grainger will review the Core List items on an annual basis to assure continued customization and relevance.

V. PRICING - ELECTRONIC PRICE LISTS

- Market Basket – Provides for the deepest discounts, as listed on the category discount sheet on a variety of products to Region 4 and participating agencies. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Pricing for Market Basket items shall be available to all participating agencies. The Market Basket is included as Appendix E.

[Please see Grainger's completed Appendix E](#)

- Functional Alternatives – Provide items which can be substitutes for the corresponding items on the Market Basket which might provide better value but meet the same need. Items in the Functional Alternatives section of the price page will be evaluated as value-add items for the National Program. Pricing for Functional Alternatives shall be provided to all participating agencies.

[Please see Grainger's completed Appendix E](#)

- Respondents shall offer pricing for products based on a discount off a price list specified; *i.e.* wholesale price; catalog; retail POS for each category with limited exceptions specifically identified in each price file. Discounts for each category are to be indicated on the Category Discount tab of Appendix E.

[Please see Grainger's completed Appendix E](#)

- Respondents are encouraged to offer additional discounts for one-time delivery of large single orders to Region 4 ESC and participating members. Region 4 ESC intends, and participating members should seek, to negotiate additional price concessions based on quantity purchases of any products offered under the Contract.

Customer Specific Pricing (CSP) – In addition to the Core List Program, Grainger will offer additional competitive discounts and pricing in those cases where the Region 4 and/or Participating Public Agencies make high volume and/or repetitive product purchases.

- Customized Core List by Agency, individual and regional core lists – In addition to the Core List, Offerors may provide customized core list to agencies. Participating agencies may also request to create their own customized core list.

Grainger is offering, at a minimum, a **Custom Core List** per Participating Public Agency. This list will allow our dedicated sales staff to work directly with each Participating Public Agency to determine special pricing on specific items which may include seasonal products.

- In addition, Contractor(s) may conduct sales promotions involving price reductions for a specified lesser period. Contractor(s) shall submit to Region 4 ESC documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to Region 4 ESC and all participating members. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- Respondents must submit products, services, warranties, etc. in price list.

Please see Grainger's completed Appendix E for product and services information.

Policies on Replacements & Returns: Grainger's standard return policy reads as follows: Returns for Grainger products must be made within one (1) year from the date of purchase, unless otherwise indicated. Returned product must be in original packaging, unused, undamaged and in saleable condition. Proof of purchase is required. Grainger will either replace the product or issue a credit for the purchase price.

Restocking Charges: There are no restocking fees for Grainger catalog items. Returns of non-General Catalog items may be subject to a restocking charge.

Warranty: Grainger's standard warranty reads as follows - All products sold are warranted by Grainger only to purchasers for resale or for use in business or original equipment manufacturer. The warranty covers defects in workmanship or materials, under normal use, for one year from date of purchase from Grainger, unless otherwise stated in the product listing in the General Catalog.

Any part which is determined by Grainger to be defective in material or workmanship and returned to a Grainger branch or authorized service location, as Grainger designates, with shipping costs prepaid, will be, as the exclusive remedy, repaired or replaced, at Grainger's option.

Currently items in the General Catalog have a minimum one-year warranty. Some items carry an additional manufacturer's warranty that is passed through to customers. As a service to our customers, Grainger can obtain copies of the consumer warranties from the warrantor and furnish them free of charge.

- Installation charges shall be clearly identified when applicable.

Fee and Non-fee-based charges will be identified. Grainger will assist Region 4 and OMNIA Members in working with manufacturers, suppliers and third-party installers, as to product, equipment, maintenance and related training programs. These programs include manufacturer-certified set up, product installation, post-installation services and maintenance services. **Exhibit 1** provides Grainger's value-added fee and non-fee MRO related solutions. Services provided by third-party providers may be subject to a fee agreement between Grainger and the provider. Grainger will continue to adjust services offered as solutions become available.

Grainger's offerings of value-added support services of products or equipment include:

- Grainger's network of installers provides turnkey and/or labor-only fixed fee installation and support services.
 - Turnkey service offerings include materials, labor, recycling, rebate administration and tax deduction documentation, if applicable.
 - Currently Grainger has identified 65 companies that have satisfied our vetting process. All companies used by Grainger are licensed, insured, qualified and capable of performing in accordance with Member service requirements.
- Respondent shall detail the methodology by which shipping and/or delivery charges will be calculated for: a) Orders placed on the contractor website; b) Orders picked up at the retail store/storefront location; c) Orders delivered by supplier employees.

Grainger's offer for the Region 4 and OMNIA includes standard pre-paid freight for all catalog orders to all Agencies residing in large metropolitan areas and residing in rural areas shipped to our Grainger facilities or direct to the customer. Grainger team members process all orders for end users, including assistance provided by our contact centers. Grainger engages third party carrier companies to deliver orders to our customers. Some third-party suppliers or manufacturers may ship product direct to Grainger customers. Any non-standard shipping charges are calculated at the time of the order.

- Prices lists will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.

Please see Grainger's completed Appendix E.

Grainger proposes to update the custom core list on an annual basis per contract year. Upon mutual approval of both parties this custom list will be active for the full 12 months of the next contract year. Grainger reserves the right to adjust pricing to reflect market conditions. These adjustments may include unforeseen significant increases in supplier's costs resulting from changes in laws or regulations, impositions of tariffs, currency fluctuations, increases in commodity prices, or other changes in conditions not reasonably foreseeable to Grainger.

- The discount proposed shall remain the same throughout the term of the contract and at all renewal options. All pricing must be verifiable and auditable from the date of the contract award. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

Category Discounts proposed will remain firm through the duration of the contract. As stated above in the Product/Price updates Section, products not in the National Core List or in the Customized Core List, Category Discounts will apply to the www.grainger.com Contract Reference Price (CRP) at time of transaction ("CRP"). The CRP may change three times annually, generally on January 1, May 1 and August 1 ("Adjustment Dates") and prices for products priced with a Category Discount may increase or decrease as a result.

VI. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:
 - a) Products/Pricing (40 Points)
 - b) Performance Capability (30 Points)
 - c) Qualification and Experience (20 Points)
 - d) Value Add (10 Points)
2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Products/Pricing

- a. Complete Appendix E – Price Sheet for Products/Services/Market Basket/Core List

Please see Grainger's completed Appendix E

- b. Provide details of and propose, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Grainger is offering, at a minimum, a **Custom Core List** per Participating Public Agency. This list will allow our dedicated sales staff to work directly with each Participating Public Agency to determine special pricing on specific items which may include seasonal products, special manufacture offers, consumable and non-consumable sales samples. Region 4/OMNIA and Participating Public Agencies can purchase through Grainger's Sourcing arm, which reaches out to Grainger's network of non-catalog suppliers to provide access to over five million additional products and services. The pricing and discounts set forth above do not apply to items purchased through Grainger's Sourcing arm. Pricing will be quoted on a case-by-case basis. Grainger Sourcing Terms and Conditions apply to any Sourced purchases. The pricing model for Sourced Products is based on current market conditions and is competitive for spot buy situations on a per order basis.

Minimum Order Quantity: Grainger does not have a minimum order requirement.

Rebates

Grainger Incentive Program: Grainger is committed to offering incentives and rebates to all aspects of Public Agency use. To qualify Region4 / OMNIA Members must:

1. Affiliate to this contract
2. Grow purchases under the Agreement and/or
3. Purchase more than 50% of spend via a Grainger approved ecommerce channel
4. Spend a minimum of \$25,000 annually in the contract year

The following are the newly enhanced Incentive Programs being offered through this contract.

- **Incentive Growth:** Grainger will provide the Region 4/OMNIA Members an incentive fee tied to annual incremental purchase growth. If the Member increases its net annual spend from Grainger 10% or more over the previous contract year members can earn 2% paid on the growth dollars. If the Member increases its net annual spend from Grainger 20% or more over the previous contract year members can earn 4% paid on the growth dollars.
- **eCommerce Incentive:** Grainger will provide the Region 4/OMNIA members that purchase more than a 50% of spend from Grainger through a Grainger approved ecommerce channel with a 2% ecommerce incentive fee (ecommerce Incentive Fee) paid annually on all ecommerce spend for the contract year.

Net Annual Spend Defined: Net Annual Spend is calculated for the contract year and is defined as the total invoice price of all contract year purchases less:

1. Refunds
2. Credits on returns
3. Discounts
4. The monies paid on any purchases pursuant to the Grainger Distributor Alliance Program

- c. Contractor(s) shall offer Region 4 ESC and participating agencies any published price reduction during the Contract term.

As stated above in the Price Proposal Section the National Core List net prices will be held firm for 12 months from the contract award date ("Contract Year"). In the event a Core List item is discontinued, the parties will find a mutually agreeable replacement item and add such replacement item to the Core List. Grainger will review the Core List items on an annual basis to assure continued customization and relevance. This data will be based on the information accumulated throughout the term of the contract. A review of this data is critical to ensure that the Region 4 and Participating Public Agencies continue to receive the most significant savings on the items they purchase the most.

As stated above in the Price Proposal Section Member Core List individual net prices will be held firm from the date of the Member Core List implementation through the balance of the applicable Contract Year. As purchasing tendencies, market conditions or Region 4/OMNIA Member habits change over the contract term Grainger will work with the Region 4/OMNIA Member to update the Member Core List items to reflect those changes. Thereafter, the updated Member Core List items' net prices will be held firm through the applicable Contract Year.

As stated above in the Price Proposal Section products not in the National Core List or in the Customized Core List, Category Discounts will apply to the www.grainger.com Contract Reference Price (CRP) at time of transaction ("CRP"). The CRP may change three times annually, generally on January 1, May 1 and August 1 ("Adjustment Dates") and prices for products priced with a Category Discount may increase or decrease as a result.

- d. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Grainger's prices for items sold to Buyer will not exceed the price for the same or similar items sold to other government customers for the same or similar quantities of product in a similar product mix, under the same or similar terms and conditions. Buyer acknowledges, however, that due to the vast numbers of items sold by Seller and Seller's extensive customer base, as well as the different ways customer's structure requests for proposals and bids, Grainger cannot assure Buyer that items sold to other customers for products won't be sold at a better price or discount. Even within the Master Agreement, since Grainger will provide Customized Market Baskets as noted in above, Region 4/OMNIA Participating Agencies will receive different pricing and discounts on products. This is also true for other customers.

- e. Electronic price lists must contain manufacturer part #, Offeror part # (*if different from manufacturer part #*); description; manufacturers list price and net price to Region 4 ESC and participating members (including freight).

Grainger's price list for Region 4/OMNIA members will contain manufacturer part #, Grainger part #, description, Contract Reference Price (CRP) and net price to Region 4 and participating members.

- f. Media submitted for price list must include the respondents' company name, name of the solicitation, and date on Flash Drive (i.e. Jump Drives).

[Grainger has included all required information on our flash drive.](#)

- g. Please submit price lists and/or catalogs in excel or delimited format only minimizing file size.

[Please see Exhibit E for price list.](#)

[illegible]

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF GRAINGER'S CONTRACT REFERENCE PRICE, CRP
Lighting	GE LIGHTING	20%
	LITHONIA LIGHTING	
	LUMAPRO	
	ADVANCE	
	PHILIPS	
	STREAMLIGHT	
	RECYCLEPAK	
	PELICAN	
	LIGHT EFFICIENT DESIGN	
	LUTRON	
Electrical	SQUARE D	21%
	HUBBELL WIRING DEVICE-KELLEMS	
	POWER FIRST	
	EATON BUSSMANN	
	SCHNEIDER ELECTRIC	
	GRAINGER APPROVED	
	DAYTON	
	EATON	
	TRIPP LITE	
	SOUTHWIRE	
Appliance	BUNN	16%
	CARLISLE	
	CUSINART	
	FRIGIDAIRE	
	GRAINGER APPROVED	
	ICE-O-MATIC	
	MARVEL SCIENTIFIC	
	SCOTSMAN	
	DANBY	
	SHARP	
Batteries	DURACELL	16%
	ENERGIZER	
	RAYOVAC	
	DAYTON	
	GRAINGER APPROVED	
	PANASONIC	
	POWER XP	
	EXTECH	
	TRILOGY	
	EDWARDS	
Electronics	MOTOROLA	16%
	MONOPRICE	
	KENWOOD	
	RITRON	
	UNIDEN	
	ICOM	
	VIDEO MOUNT PRODUCTS	
	SPECO TECHNOLOGIES	
	BENJAMIN MOORE	10%
	DEM-KOTE	
Paint	RUST-OLEUM	
	CABOT	
	KRYLON	
	ZINSSER	
	ARMSTRONG	
	PRATT AND LAMBERT	
	DUPLI-COLOR	
	GRAINGER APPROVED	
	DUMOND	
	FABORY	32%
Fasteners	GRAINGER APPROVED	
	DEWALT ENGINEERED BY POWERS	
	RED HEAD	
	TAMPER-PRUF SCREW	
	KEN FORGING	
	HELI-COIL	
	MKT FASTENING	
	TAPCON	
	SIMPSON STRONG-TIE ANCHOR SYSTEMS	
	WESTWARD	10%
Outdoor Equipment	HONDA	
	GRAINGER APPROVED	
	PREMIERE	
	GENERAC	
	MI-T-M	
	TOUGH GUY	
	ECHO	
	CHAPIN	
	DEWALT	
	BRADY	18%
Safety	GRAINGER APPROVED	
	CONDOR	
	HONEYWELL MILLER	
	3M DBI-SALA	
	NOTRAX	
	PIG	
	MASTER LOCK	
	BRADY SPC ABSORBENTS	
	EAGLE	
	TIMBERLAND PRO	
	REEBOK	
	WOLVERINE	
	DUNLOP	

Grainger is representing our top manufactures sold for the listed categories offered. Gis offering our complete manufacture off of 16,000 supplier manufactures. Full manufacture listing available upon request.

In addition to the categories offered in the RFP, Grainger's Sourcing Team procures facilities maintenance products and services beyond the Grainger catalog. With access to more than 5 million products and more than 16,000 national and local suppliers, the team provides a total solution for ALL 32 MRO categories and associated sub-categories to acquire infrequent and low demand items. Grainger has business relationships with manufacturers critical to Member operations.

Some Grainger categories are not an exact match to available drop down listings. Accordingly, these categories can be found on the "Others" tab.

REGION 4 ESC
RFP #19-20

MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES & RELATED SERVICES

	KEEN	
	HONEYWELL SERVUS	
	THOROGOOD SHOES	
	TINGLEY	
	BELLEVILLE	
	CAROLINA SHOE	
	ANSELL	
	CONDOR	
	3M	
	MICROFLEX	
	DUPONT	
	MCR SAFETY	
	MSA	
	HONEYWELL HOWARD LEIGHT	
	GRAINGER APPROVED	
	SALISBURY	

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Additional Items to include in a National Market Basket

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF GRAINGER'S CONTRACT REFERENCE PRICE
Cleaning: Consumables	GEORGIA-PACIFIC	23%
	TOUGH GUY	
	GOJO	
	WYPALL	
	DIVERSEY	
	ABILITY ONE	
	PURELL	
	GRAINGER APPROVED	
	CRC	
Cleaning: Other	SIMPLE GREEN	
	TOUGH GUY	16%
	RUBBERMAID	
	DAYTON	
	3M	
	VIKAN	
	UNGER	
	NOBLES	
	TENNANT	
Hand Tools	DEWALT	
	SANITAIRE	
	WESTWARD	11%
	PROTO	
	RIDGID	
	KLEIN TOOLS	
	STANLEY	
	GREENLEE	
	SK PROFESSIONAL TOOLS	
HVAC: Filters	CRESCENT JOBOX	
	MILWAUKEE	
	WILTON	
	AIR HANDLER	37%
	GLOBAL FINISHING SOLUTIONS	
	DRI-EAZ	
	DAYTON	
	KOCH	
	BINKS	
HVAC: Other	APRILAIRE	
	EXTRACT-ALL	
	HONEYWELL	
	ULTRA-SUN	
	DAYTON	15%
	FRIEDRICH	
	FRIGIDAIRE	
	HONEYWELL	
	AIR KING	
Material Handling	MOVINCOOL	
	POWER BREEZER	
	NU-CALGON	
	PORTACOOOL	
	QMARK	
	GRAINGER APPROVED	8%
	DAYTON	
	RUBBERMAID	
	WERNER	
Welding	AKRO-MILS	
	COTTERMAN	
	TENNSCO	
	DURHAM	
	HARRINGTON	
	LITTLE GIANT	
	MILLER ELECTRIC	8%
	WESTWARD	
	LINCOLN ELECTRIC	
Motors	VICTOR	
	BERNZOMATIC	
	HARRIS	
	STEINER	
	WELLER	
	TECHSPRAY	
	UNIWELD	
	DAYTON	16%
	MARATHON MOTORS	
	CENTURY	
	WEG	
	BALDOR ELECTRIC	

	AMETEK LAMB	
	LEESON	
	SCHNEIDER ELECTRIC	
	FASCO	
	DART CONTROLS	
Paint, Equipment and Supplies (expanded Paint Category)	RUST-OLEUM	10%
	POLAR PLASTICS	
	WOOSTER	
	GRAINGER APPROVED	
	GRACO	
	BINKS	
	KRYLON INDUSTRIAL	
	RAE	
	PREMIER	
	SUNNYSIDE	
Plumbing: Pipe, Valves, Fittings	GRAINGER APPROVED	18%
	REDHAT	
	PARKER	
	WATTS	
	APOLLO	
	VIEGA PROPRESS	
	MILWAUKEE VALVE	
	GF PIPING SYSTEMS	
	MUELLER INDUSTRIES	
	ANVIL	
Plumbing: Other	SLOAN	18%
	ARMSTRONG	
	ELKAY	
	ZURN	
	GRAINGER APPROVED	
	CHICAGO FAUCETS	
	RHEEM-RUUD	
	AMERICAN STANDARD	
	3M AQUA-PURE	
	PENTAIR/PENTEK	
Pneumatics	SPEEDAIRE	8%
	INGERSOLL RAND	
	REELCRAFT	
	GRAINGER APPROVED	
	ARO	
	GAST	
	PARKER	
	CHICAGO PNEUMATIC	
	WILKERSON	
	LEGRIS	
Power Tools	MILWAUKEE	8%
	DEWALT	
	RIDGID	
	MAKITA	
	BOSCH	
	DAYTON	
	WESTWARD	
	DREMEL	
	JET	
	METABO	
Power Transmission	DAYTON	17%
	TB WOOD'S	
	CONTINENTAL	
	TSUBAKI	
	VIBCO	
	NTN	
	SKF	
	RULAND MANUFACTURING	
	DUFF-NORTON	
	BL	
Security	MOTOROLA	15%
	MASTER LOCK	
	GRAINGER APPROVED	
	TYDENBROOKS	
	TOUGH GUY	
	BANNER STAKES	
	5.11 TACTICAL	
	MR. CHAIN	
	GARRETT METAL DETECTORS	
	TENSABARRIER	
All Others Not Listed		5%

Rebates

Grainger Incentive Program: Grainger is committed to offering incentives and rebates to all aspects of Public Agency use. To qualify Region4 / OMNIA Members must:

1. Affiliate to this contract
2. Grow purchases under the Agreement and/or
3. Purchase more than 50% of spend via a Grainger approved ecommerce channel
4. Spend a minimum of \$25,000 annually in the contract year

The following are the newly enhanced Incentive Programs being offered through this contract.

Incentive Growth: Grainger will provide the Region 4/OMNIA Members an incentive fee tied to annual incremental purchase growth. If the Member increases its net annual spend from Grainger 10% or more over the previous contract year members can earn 2% paid on the growth dollars. If the Member increases its net annual spend from Grainger 20% or more over the previous contract year members can earn 4% paid on the growth dollars.

eCommerce Incentive: Grainger will provide the Region 4/OMNIA members that purchase more than a 50% of spend from Grainger through a Grainger approved ecommerce channel with a 2% ecommerce incentive fee (ecommerce Incentive Fee) paid annually on all ecommerce spend for the contract year.

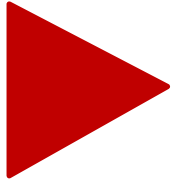
Net Annual Spend Defined: *Net Annual Spend is calculated for the contract year and is defined as the total invoice price of all contract year purchases less:*

1. Refunds
2. Credits on returns
3. Discounts
4. The monies paid on any purchases pursuant to the Grainger Distributor Alliance Program

Warranty: Grainger's standard warranty reads as follows - All products sold are warranted by Grainger only to purchasers for resale or for use in business or original equipment manufacturer. The warranty covers defects in workmanship or materials, under normal use, for one year from date of purchase from Grainger, unless otherwise stated in the product listing in the General Catalog. Any part which is determined by Grainger to be defective in material or workmanship and returned to a Grainger branch or authorized service location, as Grainger designates, with shipping costs prepaid, will be, as the exclusive remedy, repaired or replaced, at Grainger's option. Currently items in the General Catalog have a minimum one-year warranty. Some items carry an additional manufacturer's warranty that is passed through to customers. As a service to our customers, Grainger can obtain copies of the consumer warranties from the warrantor and furnish them free of charge.

The category discounts and Percent Discount Off listed on the Core-MktBsk tab are applied to Grainger's Contract Reference Price (CRP). Introduced in 2017, CRP is the product pricing basis for contract customers. CRP is market-based and lower than our historic List Price and thus makes more products attractively priced and simplifies the purchasing process. CRP is stable and only subject to change three times per year. Because CRP is lower than Grainger's prior List Price, contract category discounts are also lower. It is therefore important to compare the "final" product prices, as a larger discount percentage offered by a competitor may not yield a lower final product price.

Tab 3 ♦ Performance Capability



b) Performance Capability

- a. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Grainger has provided a detailed response to Appendix D, Exhibit A OMNIA Partners Response for National Cooperative Contract.

- b. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Grainger has reviewed Appendix B and provided a Letter of Clarification.

- c. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Grainger has included a completed Appendix D Exhibit F and Exhibit G.

- d. Describe how Offeror responds to emergency orders.

Should a Region 4/OMNIA member have an emergency request during normal working hours, they can call Grainger customer support for assistance. They can let the Customer Service Representative (CSR) know they have an emergency order and they can "push" the order through the system for same day shipment and delivery.

Grainger's standard operations include shipping in-stock items the same day when the order is received by 4:00PM. at the shipping facility. Using commercial carriers, such as UPS, 97% of our customers receive shipments the following business day. Additionally, Grainger uses local delivery sources, such as messenger services or common carriers, which can guarantee emergency deliveries.

Grainger's after-hours emergency service provides product fulfillment after standard Grainger branch business hours through a toll-free number (1-800-CALL-WWG). Service is throughout the US. Calls are routed to one of our US based Grainger Call Centers. A Call Center employee then contacts a local Grainger branch employee, via phone, and relays the customer information.

Grainger's branch employees are committed to contacting the customer within 60 minutes of the initial customer call to arrange to meet the customer at the local Grainger branch to fulfill the emergency order.

Emergency 24/7 and Disaster Support: Grainger is committed to serving our local communities in their greatest time of need. This begins with a pro-active approach that develops preparedness-focused relationships with federal, state and local first-responders and other relevant government agencies. Pro-active relationships are the key in providing support to help our communities prepare, respond and recover from emergency situations.

Each year our supply chain and inventory management teams collaborate to develop forecasts and inventory strategies to fulfill the abnormal spikes in demand that often occur in large scale disasters such as hurricanes, floods, wild fires, winter storms and other emergency events. An incremental inventory investment is made and critical supplies and equipment are strategically pre-positioned within our network of more than 250 Branches and 14 Regional Distribution Centers. This approach enables planning discussions to align customer needs with our emergency inventory plans well before disaster strikes and expedite the delivery of critical supplies to affected areas. Additionally, the products and solutions offered reflect Grainger's all-hazards philosophy as well as guidance from authorities such as FEMA, the CDC, DHH, the American Red Cross, as well as years of company experience supported by historical customer demand data.

Threats		
 Hurricanes	 Active Shooter	 Power Outages
 Floods	 Tornadoes	 Mosquito-borne Diseases
 Communicable Diseases	 Earthquakes	 Hazardous Materials
 Wildfires & Droughts	 Extreme Heat	
 Winter Storm	 Fire Protection	

Grainger's online emergency preparedness landing page if filed with resources and information on products and services which directly addresses many of the needs for emergency preparedness

Grainger offers the following during emergency situations:

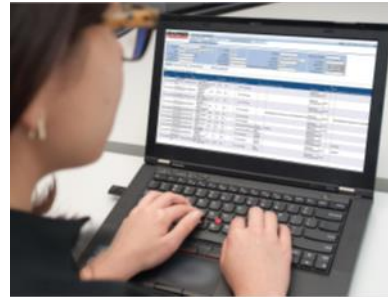
- Branch Operational Hours extended up to 24 hours a day as required
- Experienced Customer Service Representatives available 24/7 at 800-CALL-WWG
- Emergency preparedness catalogs, capabilities guide and emergency checklists
- Internet landing page on grainger.com dedicated to threat-specific solutions, products and resources
- In any emergency, large or small, our pricing and services remain as provided in the contract

- e. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Grainger has three customer contact centers with over 2,000 Customer Support Associates located in Janesville, WI; Waterloo, IA; and Phoenix, AZ. Grainger contact centers are available **24 hours a day, 7 days a week** to assist our customers through phone, chat and email.

Each 2,000 Customer Service Associate (CSA) has use of state-of-the-art technology tools needed to address inquiries and ensure Region 4 and OMNIA Member's expectations are met.

Grainger's online system and network gives its government sellers and customer service representatives immediate online access to real time Member account information to help Members and provide information including, but not limited to: Status of orders (shipped or pending) as well as:



- Backorder status
- Contract pricing
- Category discounts
- Product availability
- Product information
- Account and billing questions
- Contract compliance
- Technical product support
- Cross referencing

- f. Describe Offeror's invoicing process.

Grainger offers Region 4 multiple options to receive their invoices:

- Individual invoices per shipment
- EDI invoicing
- P-Card invoicing
- Email invoicing
- Summary Billing

Email Invoicing and **Summary Billing** do not require customization and therefore are readily available to help save you time and money.

GRAINGER 5862 HARRISON AVE. ROCKFORD, IL 61108-8127 www.grainger.com		PAGE 1	
SHIP TO ATTN: ATTENTION SAMPLE COMPANY 123 ADDRESS CT KINGSTON IL 60145-0000		ORIGINAL INVOICE GRAINGER ACCOUNT NUMBER 800001166 INVOICE NUMBER 9198830003 INVOICE DATE 12/04/2013 DUE DATE 01/03/2014 AMOUNT DUE \$1,698.86	
BILL TO SAMPLE COMPANY 123 ADDRESS CT KINGSTON IL 60145-0000		PO NUMBER: 123456 PO RELEASE: 333 DEPARTMENT: 7777777 PROJECT/JOB: 4444 REQUISITIONER: REQUIST NAME CALLER: SHARON CARPENTE CUSTOMER PHONE: 555-555-5555 ORDER NUMBER: 1188485007 INCO TERMS: FOB ORIGIN	
THANK YOU!			
FEI NUMBER: 36-1159296 FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 1-800-472-4643			

Each customer invoice includes a toll-free number to call to resolve any issues or questions.

Payment Options: Our contract customers typically have an open account allowing them to be invoiced per their contract for their orders; however, Grainger offers the option to pay at time of purchase, either online or if the order is being picked up at a branch, the customer can pay with cash upon arrival.

- **Electronic Payment (ACH/EFT):** Corporate Trade Exchange-820 (CTX-820) ACH/EFT Format is our required method of electronic payment. This allows remittance detail to be included with your payment file, which allows Grainger to promptly and accurately reconcile your payment.
- **Procurement Cards:** Grainger accepts all types of VISA, MasterCard, Discover Card and American Express (AMEX) cards as a means of payment. (When a customer purchases from Grainger with a credit/procurement card, the credit card company will bill the customer. Therefore, the customer will not receive an invoice from Grainger). **The customer will receive a packing slip with each purchase that serves as the receipt.**

Email (Paperless) Invoicing: Email invoicing is an automatic transmission of all invoice activity for prior day to one email address. Customers reduce the cost of processing payments for goods purchased by leveraging email invoicing by eliminating opening, sorting and scanning or keying paper invoices, manual (paper) forwarding, or research and follow-up for lost invoices.

Benefits of email invoicing:

- **Faster** - Get your Grainger invoice the day after your order ships.
- **Easier** - Electronic sharing saves time and reduces paper routing.
- **Sustainable** - Less paper helps reduce recycling costs and frees up storage space.

Summary Billing (Consolidated Invoicing): Grainger's summary billing is an invoicing system that simplifies Region 4's procurement process while reducing internal costs. We will provide a single bill containing a periodic summary of purchasing activity (monthly, semi-monthly, or weekly). By receiving a summary bill rather than individual invoices for each transaction, Region 4 will have fewer pages to approve and fewer checks to write. This reduction in procurement process steps will save you both time and money.

If Region 4 meets the requirements for Grainger's Summary Billing program and chooses to participate in this cost savings program, Region 4 will decide:

1. Manner in which bill is sorted
2. Cycle ending day

Summary billing sorts and subtotals individual invoices over a specified time. Region 4 may select from more than twenty sorting options. Each month, Region 4 will receive a bill approximately one week after the selected cycle-end date.

- g. Describe Offeror's contract implementation/customer transition plan. As an example, attach a high-level project schedule, with milestones from each implementation phase. Include training that customer will receive as part of the transition.

Grainger acknowledges success of the Region 4/OMNIA contract begins with an effective plan, embraced by Region 4/OMNIA members, to educate, inform, and go to market strategy. Grainger will utilize a combination of communications and marketing programs to drive contract awareness, demonstrate contract value, and promote a call to action towards existing Region 4 staff. In addition, Grainger will partner with OMNIA, industry experts, and business partners to implement the contract.

Grainger will collaborate with Region 4 and OMNIA Partners to mutually align on communication channels, messaging content, and delivery targets and timing to demonstrate a strong partnership across our organizations when marketing the Region 4 contract and its benefits.

Grainger will designate a dedicated implementation project manager to execute and deploy all major milestones of the Master agreement.

DEFINE – Within first 10 days of award

Create a mutually agreed upon joint communication campaign, including:

Assign marketing and communication exports to create messages and tools for internal and external purposes to include:

- a. Upon notice of award, Grainger will provide Executive Leadership endorsement and support. Throughout Grainger, messages will endorse the new Master Agreement as a viable option for Participating Public Entities and will highlight the value and benefits of the new contract.
- b. Grainger will collaborate with Region 4/OMNIA Partners and distribute a co-branded press release providing highlights of Grainger's award position and contract benefits.
- c. Grainger will collaborate with Region 4/OMNIA Partners and announce Grainger's award position and contract benefits through mutually agreed upon social media sites such as Twitter, Facebook, LinkedIn, and YouTube.
- d. Update dedicated OMNIA Partners Grainger internal website with Region 4 contract information and benefits.
- e. Grainger will partner with the Region 4 to identify Key Agencies and Key Stakeholders at each one.

PLAN - Within first 30 days of award

Grainger and Region 4 will create a mutually agreed upon contract execution and education strategy including:

- A. Grainger will conduct a Joint Planning Workshop with Region 4 leadership to determine contract Key Performance Metrics and determine the specific goals/initiatives of Region 4. We will create a Site Execution Plan, which will be deployed to the Sales Team.
- B. As part of the Joint Planning Workshop, Grainger and Region 4 / OMNIA Partners will align on the following to include:
 1. Marketing
 2. Education/Training
 3. Contract Performance Metrics
 4. Annual Contract Awareness
 5. Customer Growth/Penetration
 6. Segment Strategy

LAUNCH – Within 30-60 days of Award

Grainger, Region 4, and OMNIA Partners will partner together to educate respective teams of the new contract terms, differentiators, and go-to market tactics that will be used to ensure growth and transition will be smooth.

A. Marketing

Provide to Region 4 mutually agreed upon co-branded collateral pieces including, contract benefit presentations, services and solutions marketing collaterals, and case studies.

B. Education/Training

- a. Grainger leadership will ensure comprehensive understanding of the Region 4/OMNIA Partners contract terms, benefits, and solutions through regional Kick-Off Calls, and regional focused Site Execution Plans for Grainger Sales Team members
- b. Grainger's Government Sales team will have comprehensive knowledge of the new agreement to present the benefits of this agreement to all eligible agencies.
- c. Conduct dedicated training - In person and virtual meetings – to key Region 4 personnel on the new Grainger's offering
- d. Provide seller action plans and timelines to achieve implementation success criteria
- e. Conduct, at minimum, quarterly contract educational calls with Grainger Sales and Customer Service teams

C. Contract Performance Metrics

Grainger will utilize sales reporting to ensure all goals and objectives are met. Grainger will provide periodic updates on the contract's revenue performance and affiliation growth through Stakeholder updates and business reviews as requested.

D. Annual Contract Awareness

- a. Business Reviews with Region 4 Procurement Officer and Key Agencies
- b. Conduct webinars for Region 4 staff as well as live meetings, to refresh knowledge of contract benefits, promote key initiatives, share customer level success stories, as well as product offerings/promotions
- c. Provide customer compliance metrics and reporting as requested

E. Customer Growth/Penetration Efficiencies

Work with Region 4/OMNIA Staff to identify areas of opportunity for additional savings offered through this contract. Grainger will use reporting, supplier experts, and consulting business partners to identify key areas the Region 4/OMNIA members can take advantage of.

- h. Describe the financial condition of Offeror.

Grainger (GWW) is a publicly held Fortune 500 company and is the leading North America MRO provider.

2018 highlights include:

- Company sales of \$11.2 billion, up 8% from 2017
- Volume growth of 8% versus 2016
- Cash generated from operations of \$1.1 billion with free cash flow of \$940 million, up 3% from 2016

This and other detailed financial information is found in Grainger's 2018 Annual Report which is attached or found <http://invest.grainger.com/phoenix.zhtml?c=76754&p=irol-irhome>

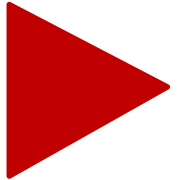
- i. Contractors that have retail stores shall have appropriate procedures in place to ensure contract pricing on all product lines to member agencies. Describe how agencies choosing to pick up orders will receive the correct contract pricing. Indicate how volume will be tracked and reported to OMNIA Partners.

Grainger's pricing team will apply coding to all of Region 4's agency and member account numbers (locations) within our company wide SAP Business Enterprise System. This coding will include pricing and freight terms, as well as all contract terms and conditions unique to your agreement. **No matter what ordering channel is used, your specific contract pricing will be available to all locations.**

- j. Payment terms/options. Include standard payment terms, early payment discounts and forms of payment accepted. Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

Grainger's offer includes NET 30 payment terms.

Tab 4 ♦ Qualification and Experience



c) Qualification and Experience

- a. Provide a brief history of the Offeror, including year it was established and corporate office location.

W.W. Grainger, Inc., founded in 1927, was incorporated in the State of Illinois in 1928. Grainger is a publicly held Fortune 500 company with shares traded on the New York Stock Exchange (NYSE). Grainger is the leading North American provider of maintenance, repair and operating (MRO) supplies. Grainger's capabilities include:

- A strategic US distribution network of 250 branches and 14 distribution centers.
- An extensive product line of more than 1.7 million products and over \$1.3 billion of on-hand inventory
- 97% of customers receive next day product delivery; 99.6% of in-stock orders are shipped within 24 hours.
- Proven experience in negotiating and implementing multi-state, complex, nationwide contracts.

Grainger's investment in exceptional service, value-added programs, eProcurement solutions, KeepStock® inventory management solutions, a technology driven supply chain and physical presence throughout the US enables commercial, government and institutional customers to keep their people safe and facilities well-maintained.

Grainger is the incumbent provider of MRO products and services to Region 4 / OMNIA Partners. We remain committed to providing a contract of scope and scale meeting every MRO requirement at a competitive value to government agencies across the US.

- b. Describe Offeror's reputation in the marketplace.

Grainger is a broad line, business-to-business distributor of MRO supplies and other related products and services. More than 3.5 million customers worldwide trust on Grainger for products in categories such as safety, material handling and metalworking, along with services like inventory management and technical support. Our customers represent a broad collection of industries, including commercial, government, healthcare and manufacturing. From Grainger's efforts in the industry, we have received the following recognition:

Awards and Recognition

Grainger is honored to be recognized by influential publications and organizations around the world as a responsible company and a top place to work.

- 1st Industrial Distribution 2018 BIG 50 List
- 1st Diversified Wholesalers Fortune Most Admired Companies 2018
- Human Rights Campaign Foundation 100% Corporate Equality Index 2018: 4th Consecutive Year
- Barrons 8th Most Sustainable Company in the US 2019
- Women's Choice Award 2018 Best Place to Work for Millennials
- Ecovadis Silver CSR Rating 2018
- Dow Jones Sustainability Index Leading Sustainability-Driven Company 2018
- Disability Equality Index 2018 High Score for Best Place to Work
- Black Enterprise 2018 List of Top Executives in Corporate Diversity
- Carbon Disclosure project
- FTSE4GOOD Member

c. Describe Offeror's reputation of products and services in the marketplace

Grainger has had a presence in the state of Texas since 1934 with over 1,300 Grainger team members living and working in Texas. **Grainger is committed to the community and in 2018 donated more than \$36 million to nonprofit organizations in cash and product.** In Texas, Grainger donated more than \$82,200 to charitable organizations such as the Houston Habitat for Humanity and the Susan G. Komen Breast Cancer Foundation through the Grainger Matching Charitable Gifts Program.

Since 2001, Grainger has donated more than \$19 million in cash and product to the Red Cross, and currently serves as a \$1 million Red Cross Annual Disaster Giving Program (ADGP) member. Grainger is also a sponsor of the Home Fire Campaign, donating more than 90,000 smoke alarms since 2014. Finally, Grainger is a partner of its Missing Maps Project where team members use computers to identify buildings and infrastructure in "unmapped" areas across the world to provide the Red Cross and emergency responders with better access in times of disaster. The Grainger Tools for Tomorrow® scholarship program supports students studying the skilled trades, public safety or supply chain management. Half of all scholarships are offered to veterans of the U.S. Armed Forces. The participating schools in Texas are Lee College, Lone Star College and South Texas College.

d. Describe the experience and qualification of key employees.

The following team members will provide primary support to Region 4:

Name / Title	Qualifications	Role
Ron Price Sr. Government National Sales Manager	• 9 Years with Grainger • Former roles in Grainger: District Sales Manager, Account Manager • 15 Years Industrial Distribution experience	• Primary point of contact for Region 4 & OMNIA key personnel • Responsible for contract management and administration
Vasanti Brandl Texas Government Sales Manager	• 12 Years with Grainger • 18 Years with Brady Corporation • 30 years in the industry	• Promote and leverage government cooperative contracts with higher education customers in Texas • Participates in Business Review Meetings • Ensure a high level of customer support to all Region 4 Members • Provides onsite Member support
Joe Burroughs Houston District Sales Manager	• 3 Years with Grainger • Former Field Sales Manager, National Sales Manager at former company • 10+ years in sales management	• Direct Oversight to Account Manager • Escalate Member issues if needed to ensure resolution • Ensures the value of the Region 4 contract is communicated to all current affiliates and potential members
Dee Webster Government Account Manager	• 7 years with Grainger • 8 years with UPS • HACCP and OSHA certifications	• Dedicated Region 4 Government Account Manager • Ensure a high level of customer support to all Region 4 Members • Participates in Business Review Meetings • Provides onsite Member support

Sales Personnel | Grainger's team of 560 dedicated government sellers is located throughout all 50 states and provides full geographic coverage of all state and local government members. They are specifically trained to manage government contracts and customers. All Grainger's sellers participate in Public Sector training and are required to certify annually their Government Compliance Training and Grainger's Code of Ethics. Other training includes Procurement Integrity and industry specific training to understand the challenges of the Public Sector customers.

Across all Grainger disciplines is an understanding and commitment to how government agencies purchase goods and services, how agencies are funded and the compliance and transparency responsibilities that accompany the sector.

Technicians | Grainger's **Field Safety Specialists** bring in-field education, experience and expertise to help customers address a wide range of safety and health questions and issues assisting with injury reduction, compliance improvement, risk assessment, and productivity improvements.

Our teams' Primary accreditations conferred by the Board of Certified Safety Professionals include:

- Certified Safety Professional (CSP)
- Associate Safety Professional (ASP)
- Safety Trained Supervisor (STS)

Secondary affiliations and designations include:

- *Qualified Safety Sales Professional Certification (QSSP*, conferred by the International Safety Equipment Association (ISEA))
- Hazard Analysis & Critical Control Points (HACCP, Food Safety Certification)
- OSHA-30 hour and OSHA-10 hour
- OSHA 500 and 501 (General Industry and Construction Industry Trainers)
- Numerous Supplier and Manufacturer Training

Grainger **Onsite Team Members** are qualified in inventory management techniques, ordering processes, customer communications, inventory analytics, the breadth of Grainger product and service offerings. Regularly scheduled Onsite Team Members are available to help manage inventory and providing customized, knowledgeable support including unanticipated needs.

Grainger's **Technical Product Support Team** is a Tier 2 customer service group dedicated to helping customers identify the right product for their application, troubleshoot issues, and provide expert advice and knowledge. Our team members have over 1000 years of combined hand on experience in their respective fields, including: Master Electricians, HVAC Service, Master Plumbers, Certified Safety Coordinators, Foundry Shop Foremen, Technical School instructors, City Maintenance Foremen, Manufacturing Assembly, Pneumatics Specialists and Pump Sales Engineers.

e. Describe Offeror's experience working with the government sector.

In the government sector, Grainger understands the values and processes associated with public procurement. Grainger's Sales Team is specifically dedicated to and focused on government agencies. We understand the budgetary processes that agencies rely on and the competitive and transparency requirements related to acquiring goods and services. We align the compliance strictures of the sector with delivering MRO products and services across the wide span of governmental responsibilities to agencies small and large.

Sales and Team members receive annual ethics and compliance training focused on the government sector. With Grainger's experience and relationship with suppliers, we remain a steadfast partner in delivering expeditious response and proven reliability in emergencies. In any emergency, large or small, our pricing and services remain as provided in the contract.

- f. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

W.W. Grainger, Inc. is a publicly held company with over 24,600 employees, numerous locations, involved in international operations, and is party to thousands of contracts and other relationships. From time to time the Company is involved in various other legal and administrative proceedings that are incidental to its business, including claims related to product liability, general negligence, contract disputes, environmental issues, wage and hour laws, intellectual property, employment practices, regulatory compliance or other matters and actions brought by employees, consumers, competitors, suppliers or governmental entities. As a government contractor selling to federal, state and local governmental entities, the Company is also subject to governmental or regulatory inquiries or audits or other proceedings, including those related to pricing compliance. It is not expected that the ultimate resolution of any of these matters will have, either individually or in the aggregate, a material adverse effect on the Company's consolidated financial position or results of operations. While Grainger cannot provide you with all of the specific information you request with respect to each lawsuit, Grainger can state that, to the best of its knowledge and belief, without conducting exhaustive investigations or inquiries, there are no lawsuits that, if unfavorably concluded against this company would have a material adverse impact on its financial condition or ability to do business.

Grainger has never filed for bankruptcy.

- g. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, and years serviced.

Grainger has provided five (5) references below relating to the products and services within this RFP.

Customer Name	City of Houston
Contact Name / Title	Jerry Adams, Chief Procurement Officer
Contact Phone / Email	832-393-9126 jerry.adams@houstontx.gov
City, State	Houston, Texas
Years Serviced	8+

Customer Name	Northeast ISD
Contact Name / Title	David Bohannon, Executive Director of Purchasing
Contact Phone / Email	(210) 404-0405 dbohan@neisd.net
City, State	San Antonio, TX
Years Served	20+

Customer Name	Cypress Fairbanks ISD
Contact Name / Title	Severin Castro, Director of Purchasing
Contact Phone / Email	281-897-4576 Severin.castro@cfisd.net
City, State	Houston, TX
Years Served	10+

Customer Name	SSC Services at Texas A&M
Contact Name / Title	Ted Dawson, Resident Director of Operations
Contact Phone / Email	(903) 352-2231 ted.dawson@sscscserv.com
City, State	College Station, Texas
Years Served	8+

Customer Name	UT Supply Chain Alliance
Contact Name / Title	Kevin Scott, MBA, Manager, Contracts
Contact Phone / Email	(713) 563-1311 KDScott11@mdanderson.org
City, State	Houston, Texas
Years Served	8 years

h. Provide any additional information relevant to this section.

Grainger is offering an innovative solution aimed at benefiting Region 4/OMNIA members and the Participating Public Agencies. Our offer includes but is not limited to meaningful benefits, a newly revised incentive program, an advanced technology driven supply chain, and solutions tailored for the Government Sector.

Grainger's contract solution benefits the Region 4/OMNIA Members and Participating Public Agencies by:

- A **dedicated** Public Sector Sales team for the Region 4 and OMNIA Members whose purpose, training, and solutions public agency's expectations for compliance, value, and service.
- A competitive price offer covering all Grainger categories including a newly revised incentive program that reaches all aspects of the Region 4 and OMNIA member operations
- A comprehensive reporting model for Government customers aligned to specific requirements across acquisition, operations and audit.
- A National core list of frequently purchased items by cities, counties and education customers

- A National functional alternative SKU list parallel to the market basket offered to all participating agencies.
- Region 4 and OMNIA member **Custom Core List**
- Distributor Alliance Program for local small business participation
- Experience with and expertise and knowledge of the Region 4.
- Extensive product line and related services of over 1.7 million SKUs covering 32 MRO categories with \$1.3 billion available inventory
- Over 16,000 sourcing suppliers to meet specialty needs for items not offered in Grainger's catalog
- Ongoing engagement with the Region 4 personnel to address contract expectations, changing priorities, and highlight new MRO products and innovative solutions Same day / next day product shipping with standard Pre-Paid Freight /

Grainger Specialized Government Solutions | From state agencies, education, and local municipalities, Grainger has built key solutions that go beyond MRO including: Department of Transportation, Corrections, Law Enforcement, Firefighting, Emergency Medical Services, and Waterworks.

School/Campus Security: Our Public Safety Program Managers provide a team of resources to help REGION 4 Members understand best practices in physical security and help prioritize improvement needs based upon an organization's specific needs. These resources are available to provide guidance and expertise on the selection of solutions including access controls, security camera systems, communications, metal detectors, evacuation-egress solutions, AED and bleeding control kits and much more to enhance facility safety and security.

Third-party services are also available to assist members develop threat-assessments, develop emergency plans and deliver Active Shooter Training Programs for administrators and staff. Please see **Exhibit 4 Campus Security Brochure** and **Exhibit 5 Primary Ed School Safety and Security**

Career Technical Education (CTE): From skilled trades like metalworking and manufacturing to public safety and healthcare, Grainger's product line supports the range of CTE and the Skilled Trades. Grainger presents a market differentiation in that its Government Education Account Managers have knowledge and experience directly related to CTE-Career Technical Education. Each Education Account Manager is trained on the importance, tools and resources related to CTE-Career Technical Education. Grainger also has dedicated Metal Working Specialists to assist with Welding/Metalworking classroom set up and design. Grainger partners with strategic suppliers to offer CTE-Career Technical Education (CTE) student discounts and specialty training.

Grainger invests in the future of the skilled trade workforce through our **Grainger Tools for Tomorrow®** scholarship program. Each year, Grainger works with the American Association of Community Colleges to provide two scholarships of \$2,000 each at participating community colleges in the U.S. Please see **Exhibit 6 Tools for Tomorrow** and **Exhibit 7 Career Technical Education Equipment**.

Grainger is a proud member of ACTE (Association for Career and Technical Education).



Miller AugmentedArc System: Supporting Grainger's CTE initiatives, Miller's welding training systems create a mixed reality in real time for effective learning. With this innovative and cost-effective system, several welders can be trained simultaneously without the Member needing to invest in equipment or consumables.

AugmentedArc™

The industry's most realistic welding simulation system

The AugmentedArc system improves the efficiency and economy of classroom education with augmented reality technology that's ideal for beginner and intermediate-level students. Users wear a specially designed helmet that shows them images of the real world, augmented with computer-generated images of metal workpieces, weld arcs and weld beads. The result is a simulation that closely resembles live-arc welding — without using an actual arc or consuming wire, shielding gas or coupons.

The image shows the Miller AugmentedArc system components. It includes a blue Miller welding power source, a black Miller helmet, a black welding torch, and several blue and green printed workpieces. A black metal frame with a horizontal bar is also visible, likely for mounting the helmet or other equipment. The components are arranged on a white surface.

AugmentedArc provides a simulation that closely resembles live arc welding — without using an actual arc or consumables.

Workorder Integration: Grainger can integrate workorder/computerized maintenance management systems to the Member's procurement system. Grainger partners with Dude Solutions' Click2Buy to integrate a workorder process directly to Grainger's complete offering. Click2Buy is cloud-based and helps Members automate the purchase process, from request to procurement to payment to closeout. Click2Buy works across multiple departments without disrupting respective workflows.

Department of Transportation and Public Works: Grainger has products and solutions compliant with the Federal Motor Carrier Safety Regulations and offers HAZMAT online courses to DOT shipping labels and handbooks. Our solutions increase productivity, reduce maintenance backlog and increase the lifespan of your equipment and other assets.



Corrections: Grainger offers food trays, uniforms and mattresses, metal detectors, security cameras, energy-efficient solutions, and personal protective equipment.

Law Enforcement: Grainger offers thousands of items including tactical vests, cutaway armor, carrier vests and specific body part protective armor.

Firefighting: Grainger offers firefighter gear, search and rescue equipment, and fire station essentials that meet or exceed industry standards. Grainger's After-Hours Emergency Services help emergency service agencies get exactly what they need.

Emergency Medical Services: Grainger offers an extensive selection of EMS and rescue supplies designed to help comfort, manage and transfer patients during emergency situations, and bariatric boards, stretcher and first aid cots, immobilizers, trauma kits as well as CPR masks to help you safely and efficiently transport patients.

Waterworks: Grainger offers pumps, testing equipment and meters to blowers, lab supplies and personal protective equipment, we've got top-quality items to help you maintain your critical waterworks infrastructure. Solutions Include Security, Inventory Management, Energy Efficiency, and Emergency Preparedness.



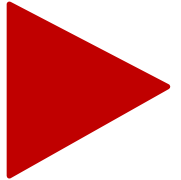
Distribution Capabilities | Region 4 and OMNIA Members product orders are available for immediate pick-up, same-day shipment, or same-day delivery. Grainger's standard operations encompass the following capabilities:

1. **On-hand Inventory:** Over \$1.3 billion in on-hand inventory immediately available to deliver to our customers to provide over 95% with next day service.
2. **Customer Specific Inventory Stored Locally:** Storage of customer-specific inventory at local branches or distribution centers to mitigate potential stock-outs in emergencies.

3. **Immediate Shipment:** 99.6% of in-stock products ship within 24 hours from Grainger's North American network of distribution centers. Grainger ships in-stock orders received by 4:00 pm local time on the day the order is received. Through the use of commercial carriers, such as UPS, customers receive most shipments the following business day. Additionally, Grainger uses local delivery sources for emergency and other expedited requests.
4. **Large Square Footage:** Grainger's distribution network represents approximately 25 million square feet, making Grainger one of the largest square footage suppliers in the industry
5. **State of the Art Technology in DCs:** State-of-the-art, LEED Certified distribution centers quickly process customer orders and speed the pick-pack-ship activities for our warehouse personnel.
6. **Knowledgeable Branch Personnel Support:** Grainger branch personnel provide support and services Monday – Friday, 8am – 5pm to assist customers. Services include:
 - Technical product support
 - Search and select product assistance (in person, phone or email)
 - Order placement
 - Maintain and manage customer specific inventory
 - Product return services
 - Call ahead "Will-Call" support for customer product needs
7. **Integrated Distribution Network:** Grainger communications networks link branches and distribution centers across the country to allow total asset visibility to meet customer needs expeditiously. This results in almost instantaneous transmittal of product inventory and shipment information. When a Grainger Customer Service Associate (CSA) receives a customer inquiry, the CSA not only has access to the local branch inventory records but access to the national inventory records for the product at each branch and distribution center across the nation.

Grainger ships in-stock orders received by 4:00 pm local time on the day the order is received. Through commercial carriers, such as UPS, customers receive most shipments the following business day. Grainger uses local delivery sources, such as messenger services or common carriers, which assure emergency and other expedited deliveries.

Tab 5 ♦ Value Add



d) Value Add

- a. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Grainger will support Region 4/OMNIA members and agencies in achieving additional cost savings and efficiencies over the duration of the Contract by leveraging our years of experience in saving customers time and money. Grainger's core value proposition is centered on helping customers identify ways to "take costs out of their business," specifically in the areas of time, space and dollar savings.

KeepStock Inventory Management Solutions

Evolved Onsite Offer

Our KeepStock offer helps customers to **take costs out**, increasing **productivity** and decreasing **expenses**, to save **time, money and space**.

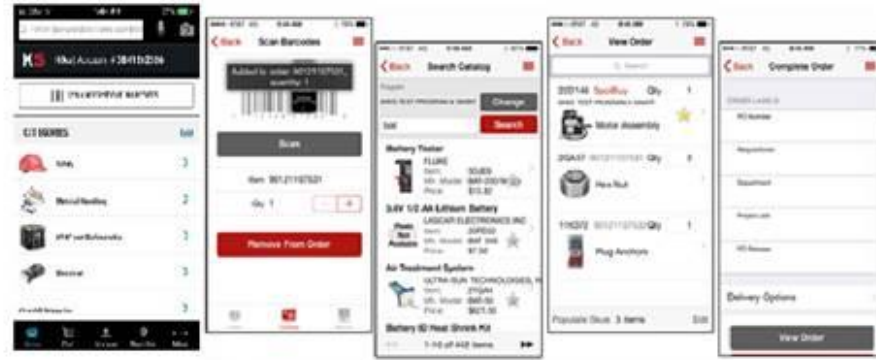


KeepStock® Inventory Management Solutions help agencies, institutions and businesses better understand their inventory and reduce the costs associated with managing it. **The portfolio provides Customer-Managed (CMI) and Vendor-Managed (VMI) inventory options, including Vending, Onsite, and Managed MRO.** Solutions range from simple to complex serving varying needs. Many solutions can be fully integrated with a facility's purchasing system or Grainger.com. Consignment is available across the portfolio of solutions.

Inventory management is not a "one size fits all" solution. We take a customer-centric approach, offering solutions aligned with specific needs. Working with the Member, we help identify inventory challenges, determine where and how inventory is used and develop a solution. Managing inventory effectively is core to Grainger operations,

KeepStock® Customer Managed Inventory (CMI)

KeepStock Customer Managed Inventory (CMI) may be the best solution for you if you want to have control over your inventory, manage it on your own schedule, and ensure you have the critical spares needed to run your business while valuing a simple, flexible process that provides you with information.



KeepStock CMI is a web-based tool that provides flexibility to manage inventory to **support your specific operations** along with seamless functionality across multiple devices. It is an easy-to-use yet very powerful software solution that provides visibility, flexibility and control while managing your products across different inventory locations. Once the Grainger team installs and trains your staff, you get to control the rest. ***Grainger offers this program for no additional charge to any customer who is interested in self-managing inventory.***

CMI features include:

- Grainger team installs, organizes and trains staff
- Search online catalog, add and edit products ***from your desktop or your phone***
- Create and manage frequently ordered items
- Scan bar code labels to reorder from smart phone to reduce manual errors
- Set approval levels for orders
- View and track orders
- Compare alternate products to select best-value
- Print labels in real-time for your bins or recently added products
- Set min/max levels and restrictions
- Manage user limits and restrictions
- Customize program for specific location needs such as storage areas and product types
- Ability to manage items in a controlled or restricted access area such as union shops or correctional facilities
- Great control and immediate information
- Dedicated KeepStock Technical Team

CMI delivers a seamless experience for customers to manage inventory efficiently themselves, across multiple mobile and desktop devices, and multiple users or locations.

KeepStock® GMI Replenishment (VMI)

Grainger's Replenishment is a Vendor Managed Inventory (VMI) solution and can help Region 4 Members order and stock commonly used items including special order materials for projects. An onsite resource, knowledgeable in inventory management techniques, helps members manage and analyze inventory needs.

The onsite resource ensures the Grainger products are on the shelves at the approved inventory levels and helps members with their spot buy needs on material that is not commonly stocked but needed from time to time. Consignment is available within GMI Replenishment



- Identify Inventory Needing Replenishment
- Manage inventory levels to the established minimum / maximum levels
- Organize inventory and restock products in proper location
- Cross-reference Grainger items from your approved purchase requisitions and orders
- Coordinate Grainger resources to identify the best product solutions.
- Scan managed items and place spot buy orders as needed
- Handle invoice inquiries, process product returns, and expedite orders
- Source hard-to-find products
- Document standard operating procedures at Member locations to provide direction to back-up resources for continuity of service
- Comply with the safety and inspection requirements of the facility
- Understand the Member's Inventory Needs and provide valuable inventory insight
- Document and present customer solution value

KeepStock® GMI OnsiteSM is a Vendor Managed Inventory (VMI) solution and provides onsite support for the replenishment and issuance of Grainger product. Knowledgeable in inventory management techniques, the Grainger resource works on a member's site to develop a deep understanding of inventory needs. Team members will supplement a member's inventory management program and provide valuable insights and recommendations. Consignment is available within GMI Onsite.

- Identify Inventory Needing Replenishment
- Manage inventory levels to the established minimum / maximum levels
- Issue product to member staff to improve productivity and maintain compliance
- Apply product expertise
- Organize inventory and restock products in proper location
- Cross-reference Grainger items from your approved purchase requisitions and orders
- Coordinate Grainger resources to identify the best product solutions
- Scan managed items and place spot buy orders as needed
- Handle invoice inquiries, process product returns, and expedite orders
- Source hard-to-find products
- Document standard operating procedures at Member locations to provide direction to back-up resources for continuity of service
- Comply with the safety and inspection requirements of the facility
- Understand the Member's Inventory Needs and provide valuable inventory insight
- Document and present customer solution value

Vending - KeepStock® SecureSM is an industrial dispensing solution using secure machines to control supplies usage. Grainger's vending solution is the best answer when you need 24/7 access to products at point-of-use. This is an ideal solution for controlled access to consumable inventory, as well as durable items that can be used and returned. This is a valuable option in order to help ensure correct item usage and reduce over-use or shrinkage. **There are no delivery, installation, maintenance, rental or usage fees, as long as you maintain a minimum annual purchase level ("MAPL") of Grainger goods through each individual machine.**

Grainger will provide complete project management of the dispensing machines implementation including planning, transportation, installation, onsite training and replenishment services. Region 4 Members are responsible for providing the necessary electrical and internet connections.

To better serve our customer's various dispensing needs, Grainger offers five machines:

- **Coil** and **Carousel** units are best for customers needing high security and consumption control. The Carousel can also provide check out-check in capability at point of use.
- **Lockers** can deliver medium to high security, depending on the quantity of items placed in each section. This unit is designed for customers who need to manage durable, large consumable, or grouped items.

Grainger Keepstock Secure Vending Machines				
				
COIL	CAROUSEL	LOCKER	CABINET	DRAWER
• High security • Easy-to-use familiar style • Dispense up to 60 unique items • Dependable dispensing	• High security • Accommodates products of varying sizes • Check-out/check-in option • Dispense up to 560 unique items	• High to medium security • Check-out/check-in capability • Good for consumables and durables • Adjustable to accommodate larger items	• Medium security • Single door/shelf access • Requires little to no product repackaging • Flexible shelf configurations to accommodate items of various sizes	• Medium security • Controllable drawer access • Assemble tools by use for easy access • Various drawer configurations to accommodate items of different sizes

- **Cabinets** provide a virtual mini-Grainger store, providing access to a variety of products of different sizes and types, while still providing robust reporting on access and usage.
- The **Drawers** deliver a solution in the form of the common tool cabinet configuration, but with the same control and reporting capabilities as the other machines.

Benefits

- **A Grainger Onsite Service Representative (OSR):** These Grainger **non-commissioned employees** provide valuable support by helping to keep inventory levels wherever you set them, only replacing the products that have been used, as well as performing spot buys and product put-away.
- **Security:** Products are secured in a locked cabinet to help control product usage and theft.
- **24/7 Access:** Easy unattended and secure access to consumable and durable items.
- **Flexible Placement:** Located at point-of-use, employees spend more time on the job and less time at the storeroom.
- **Automated Reordering:** Greatly reduce carrying costs by decreasing on-hand inventory, eliminating stock-outs and lowering P.O. processing costs.
- **Detailed Reporting:** Includes department, job and employee data, along with helping you know what items are coming in and going out so you can easily track the value of your inventory and measure purchasing accuracy.

Managed MRO is a fee-based service where our Grainger Inventory Specialists work at a Member's facility to manage all indirect material requirements - both Grainger and non-Grainger product. Members maintain full control of all procurement and purchasing decisions. The focus is on MRO material management and finding ways to reduce product expense, better leverage inventory investment and increase productivity. Managed MRO adds expertise and creates accountability. Managed MRO puts indirect inventory to work to help member's storerooms achieve maximum efficiency saving time and money. Consignment is available within Managed MRO for Grainger product.

- Material management for all indirect MRO
- Highly trained Grainger resource skilled in inventory management best practices
- 90+ job tasks across 6 categories in scope: Source, procure, stock, consume, analyze, & adjust
- Storeroom design & layout, process mapping, and material management systems available
- Document standard operating procedures at Member locations to provide direction to back-up resources for continuity of service
- Data and process standardization for improved compliance and visibility
- Member maintains complete control over supplier decisions and relationships
- Comply with the safety and inspection requirements of the facility
- Understand the Member's Inventory Needs and provide valuable inventory insight
- Customized and documented KPIs

Inventory Management Implementation

Each onsite inventory management solution (Vending, GMI Onsite, Managed MRO, and Integrated) is managed through a dedicated implementation team. The implementation plan is designed with the Member's team. The Implementation manager works onsite until the implementation is complete and the customer signs off. Once complete the operations is turned over to the local team to operate.

Please note: *Eligibility for Grainger's KeepStock® solutions is subject to certain qualifying criteria and may require an onsite assessment at customer site to be conducted by Grainger's Consulting Services group. Mutual agreement on the hours of weekly use of Grainger personnel is a condition of KeepStock® Onsite implementation. Customer acceptance of licensing terms is required regarding software-based solutions and a written service agreement is required for KeepStock® Secure.*

Field Safety Specialist Assessments

Grainger's Field Safety Specialists bring education, experience and expertise to help Members address a wide range of safety and health questions and issues assisting with injury reduction, compliance improvement, risk assessment, you to understand goals and align best-in-class solutions. Grainger has the depth and structure to deploy, support and track agency-wide initiatives.

In addition to readily available assessments from Manufacturers, Grainger's Field Safety Specialists leverage our Grainger Site Assessment Tool (GSAT) to evaluate a broad range of OSHA Regulatory and Compliance needs. The GSAT delivers a customized report highlighting areas of a safety program that are currently in compliance or areas where additional focus may be needed. Please see **Exhibit 8 GSAT Site Assessment Flyer** providing further details regarding the GSAT. The GSAT includes topics like Hazard Communication, PPE, Lockout Tagout, Confined Spaces, Fall Protection, Ladders and Temperature Stress, among others.

Our teams' Primary accreditations conferred by the Board of Certified Safety Professionals include:

- Certified Safety Professional (CSP)
- Associate Safety Professional (ASP)
- Safety Trained Supervisor (STS)

Secondary affiliations and designations include:

- Qualified Safety Sales Professional Certification (QSSP, conferred by the International Safety Equipment Association (ISEA))
- Hazard Analysis & Critical Control Points (HACCP, Food Safety Certification)
- OSHA-30 hour and OSHA-10 hour
- OSHA 500 and 501 (General Industry and Construction Industry Trainers)
- Numerous Supplier and Manufacturer Training

Online Solution Center

Grainger compiled an online safety center with information and resources that help keep people safe and facilities running. The Solution Center allows your safety specialists to stay on top of the latest safety news, trends and regulatory issues free of charge.

- **Safety Data Sheets (SDS) sheets:** Quickly access the most current SDS for your records to help keep employees informed and your facility in compliance.
- **OSHA checklists:** Easily identify potential hazards at work with our comprehensive list of OSHA checklists. Questions are based on applicable OSHA safety standards to determine corrective measures needed to help eliminate hazards and keep you compliant with critical workplace safety regulations.
- **Safety & Compliance Directory:** Find vital information on hundreds of government, private and nonprofit safety organizations. Use the online version or request a printed copy to keep on hand in emergency situations.
- **Online Safety Catalog:** Instant access to our latest Safety catalog 24/7 in easy-to-navigate format. Search by product name, category or SKU. You can also browse through past catalogs and even request a print copy.
- **Journey to Safety Excellence:** The Journey to Safety Excellence is a program designed to assess not only your safety program strengths, but also where you might have opportunities to improve. That assessment becomes the guide or beginning of your Journey. The program will take those identified opportunities, provide guidance to improve in those areas and implement the plans. You can help improve your safety program in four areas:
 - ✓ Leadership and employee engagement
 - ✓ Safety management systems
 - ✓ Risk reduction
 - ✓ Performance measurement
- **OSHA's Law & Regulations:** This page contains links to all current OSHA standards, provides information on the rulemaking process used to develop workplace health and safety standards, and includes links to all Federal Register notices that are currently open for comment. This page also provides links to the Occupational Safety and Health Act of 1970 (OSH Act) and other relevant laws.

GRAINGER Safety Checklist of Compliance
Confined Spaces: Permit-Required

Instructions: This checklist is provided to help you identify potential hazards in your workplace. The questions on this checklist are based on OSHA standards. Please check the appropriate 'Yes' or 'No' box for each question. If you check 'No', you must take corrective action to bring your workplace into compliance. If you check 'Yes', you must keep your workplace in compliance. This checklist is not a substitute for OSHA standards. For more information, visit www.osha-slc.com.

Question	OSHA Regulation	Yes	No	N/A
1. Does the employer require the employee to complete a permit before entering a confined space?	1910.146(a)(1)	☐	☐	☐
2. Are all permit-required confined spaces properly labeled?	1910.146(b)(1)	☐	☐	☐
3. Is the internal atmosphere tested with a calibrated gas analyzer before entry, and is the atmosphere found to be safe for entry?	1910.146(c)(1)(i)	☐	☐	☐
4. Is continuous air ventilation used to eliminate any hazardous atmosphere and to allow an employee to breathe a non-hazardous atmosphere?	1910.146(c)(2)(ii)	☐	☐	☐
5. Has the employer documented that all hazards in the space have been eliminated through a permit system?	1910.146(c)(3)	☐	☐	☐
6. Before entry begins, has the supervisor certified the atmosphere is safe for entry and signed the entry permit to authorize entry?	1910.146(d)(1)	☐	☐	☐

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- **Quick Tips:** Quick Tips provide free, fast and easy access to helpful workplace product, compliance and regulatory information. Resources you can use to help make informed decisions about a variety of common workplace issues. Access hundreds of articles written to help keep workers safe, your business in compliance and your facility productive.
- **Ask an Expert:** Safety experts are standing by to help with:
 - ✓ Compliance questions
 - ✓ Product help
 - ✓ Services and solutions to fit your needs, and so much more
- **Grainger's Safety Record:** Customers can review online insights, articles and videos covering safety topics regarding people, facilities and general safety provide by industry experts in Grainger's Safety Record. Examples include but are not limited to OHSA State of the Union, Fall Protection Standards, Footwear, and Heat Stress Illness Prevention. For addition offerings see <https://safety.grainger.com/insights>.

Energy Services

The Grainger North America Energy Services team can identify and implement a wide range of efficient solutions for your agency through its network of qualified, insured and licensed service providers. Our service providers help facilitate the installation of energy-saving and water conservation measures. We can help Members secure applicable incentives and rebates for energy and water-saving projects. Grainger North America also offers Environmentally Preferred Product (EPP) training in collaboration with our key supplier partners.

Potential Benefits:

- Improved use of energy and water
- Reduced operating costs
- Upgraded infrastructure
- Warranties on new equipment
- Lowered operational risk
- Avoided maintenance expenses
- Reduced facility carbon footprint

Comprehensive Services*:

- Multiple energy- and water-saving solutions
- Audit and financial analysis
- Material, contractor and project management
- Installation by qualified, insured and licensed service partners
- Disposal and recycling

**Provided by third party service providers and subject to Member eligibility.*



Lighting Projects



Compressed Air System Studies and Upgrade Projects



Steam Trap System Studies and Upgrade Projects



HVAC Projects



Dust Collection System Studies and Upgrade Projects



Water Conservation Upgrade Projects



Motor and Pump Projects



Electric Vehicle Charging Station Projects

Safety Services

Grainger works with recognized safety suppliers for product and facility surveys, along with fee-based OSHA certification and training programs. These strong relationships provide hassle-free access to the safety services needed to stay compliant, including Instrument Calibration, iNet™ Gas Detection and Lockout Procedure Services. Through a network of qualified, insured, and licensed service providers, we provide agencies with comprehensive solutions that help:

- Maintain Safety & Building Compliance
- Increase Worker Productivity
- Drive Energy & Facility Efficiency
- Reduce & Conserve Operating Costs

Assessments	Training	Compliance & Testing	Program & Procedure Development
			
Assessments - Specific areas are assessed across the worksite in order to identify potential hazards or high-risk areas that may require further actions be taken to remedy. • AED Inspection • Arc Flash/Electrical Safety • Confined Space • Crane/Hoist/Sling • Emergency Eye Wash • Ergonomics • Fire Extinguisher • Firestop: Barrier • Damper & Door • Footwear • Job Hazard Analysis • Lockout/Tagout • Machine Guarding • Noise Survey	Training - We offer a wide range of EHS training courses your employees need to help them effectively perform their jobs safely. Training offerings are available through an online experience or through an on-site instructor. • AED Inspection • Active Shooter • Aerial Lift • Competent Person • Confined Space • Fire Extinguisher • First Aid/CPR/AED • Forklift • Lockout/Tagout • Machine Guarding • NFPA 70E • Respirator	Compliance & Testing - Audits or tests are conducted for identification and/or to monitor hazardous work areas so that controls and safe work practices can be implemented. • Asbestos • Audiometric Testing • Indoor Air Quality • Industrial Hygiene Sampling • Fit testing • Noise Surveys • Pulmonary Function Testing • Sampling • Silica Testing	Program & Procedure Development - Effective programs and procedures help ensure compliance and create a safe workplace for your employees. These programs are developed so that your business operations can be conducted safely, and are provided through online templates or custom on-site development. • Arc Flash/Electrical Safety • Confined Space • Emergency Action Plans • Environmental Safety Hazards • Food Safety • Inspection and Asset Management • Footwear/Benefit Management • Lockout/Tagout • Machine Guarding • Medical First Aid • Online Safety Manager • SDS Management

Facility Services

Grainger North America has a range of services to provide Members with assistance as to roofing, skill training, electrical and protecting interior services. A summary of our 3rd party relationships follows:

- **Electrical Services:** Electrical system consultations are offered to determine the degree of present arc flash hazards and apply equipment labeling. Studies include maintenance of electrical distribution system components and mitigation solutions to lower arc flash energy or exposure.
- **Technician Skill Training Services:** Members receive safety and industrial skills development to apply on the job immediately. Training can be scheduled on-site at Member locations or off-site at scheduled locations across North America. Topics such as compliance, electrical, HVAC, and mechanical are addressed.
- **Roofing Services:** Roofing and building maintenance solutions designed to prolong structural life, track roof assets, save energy and improve safety.
 - ✓ Patch & Repair Services
 - ✓ Roofing Restoration
 - ✓ Rooftop Safety Installation
 - ✓ Roof Cleaning
 - ✓ Inspection Services
 - ✓ Preventative Maintenance Contracts
 - ✓ Air Barrier Audits
- **Indoor Coating Services:** A comprehensive portfolio of solutions is offered for preparing, priming, coating and protecting interior surfaces.



Consulting Services

Grainger Consulting Services is an industry leading team of experts, dedicated to helping companies solve their most pressing MRO challenges. Grainger Consulting Services analyzes customer's current state and identifies relevant and comprehensive opportunities for improvements, driving measurable efficiencies and cost savings.

Services: Grainger Consulting Services has built its strategy and expertise around three major areas of cost: Process, Supplier and Inventory. Each area may represent a significant opportunity to deliver savings and value back to your organization.

- **Process:** Grainger Consulting Services improves an organization's productivity by simplifying their procurement and inventory processes while lowering the internal cost to procure and manage MRO parts and supplies.

- **Supplier:** Grainger Consulting Services helps companies leverage their suppliers to receive the most value for every dollar spent. The goal is to consolidate spend among fewer suppliers who do more to return value.
- **Inventory:** Grainger Consulting Services assists companies in optimizing their inventory position, improving services levels, minimizing risk of stock-outs, and thereby improving operational performance.



Process

Procure to Pay Baseline
Inventory Baseline



Supplier

Supplier Consolidation
Product Standardization



Inventory

Inventory Optimization
Storeroom Layout
Data Quality

Approach: Grainger Consulting Services uses a Six Sigma problem solving methodology known as “DMAIC”. This proven continuous improvement approach ensures consistency and quality are delivered with all offered services.



- **Process:** 20-30% savings is typically recognized by those organizations that have implemented Grainger Consulting Services recommendations in Process Improvement*
- **Supplier:** 10-20% savings is typically recognized by those organizations that have implemented Grainger Consulting Services recommendations in Products & Suppliers*
- **Inventory:** 25-35% savings is typically recognized by those organizations that have implemented Grainger Consulting Services recommendations for Inventory Improvement*

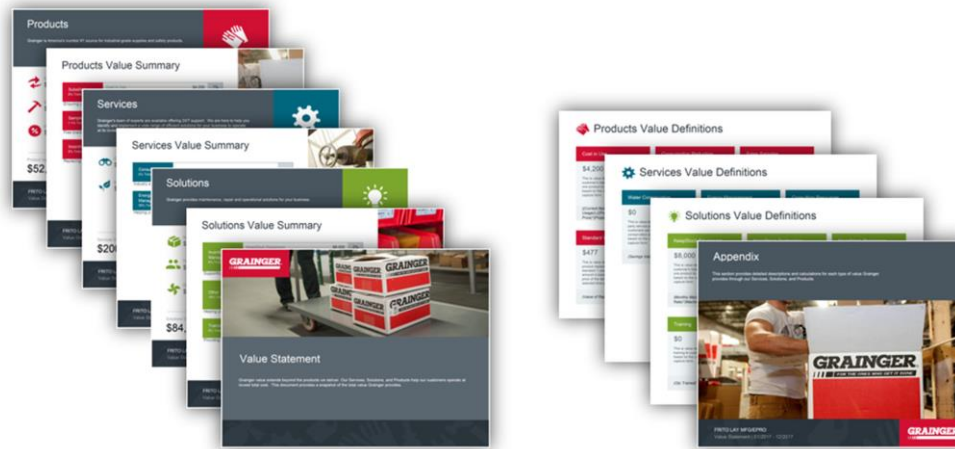
Working Together: A clear engagement process is used to drive consistency and results from our first conversation through implementation.



Grainger Documented Value Program

Grainger delivers value to help customers control and lower costs through products, services and solutions. Grainger's Documented Value Program is the technology solution developed by Grainger which enables the tracking, visibility and reporting to the value Grainger delivers your organization.

- The Documented Value Program uses technology to track 24+ points of value across Grainger's products, services and solutions
- The Grainger Value ReceiptSM provides documentation of a specific value approved by a location
- The Grainger Value Statement provides a comprehensive summary of the total value Grainger provides in a report customized to you



Grainger's Footwear Program & Shoemobile Solution

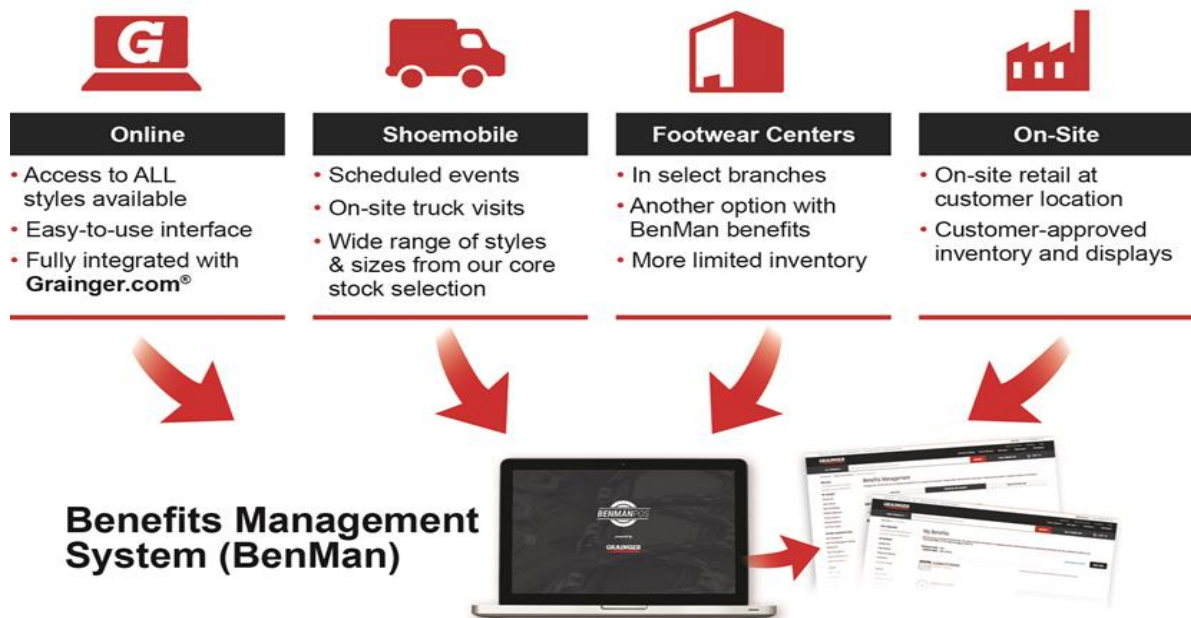
Grainger's managed footwear program allows employees to order shoes through four different methods. Whether you're buying shoes through our online tools, at a Grainger Safety Footwear Center, or from a Shoemobile, our Benefit Management System can help manage your footwear program. They're all connected to offer you a consistent shopping experience.

- 1. Online Safety Footwear Program:** Administer footwear programs and purchase online with our easy to use web interface programs

2. **Shoemobile:** Grainger Shoemobiles drive to your facility to service employee footwear needs. Shoemobiles display over 100 footwear styles to meet your program needs and stock 2,000 pairs to allow your employees to receive shoes during a visit. Trained footwear professionals ensure correct sizing and comfort.
3. **Grainger Footwear Centers:** Select Grainger branch locations across the U.S. stock the latest footwear comfort technologies.
4. **Onsite Safety Footwear Center:** Company-approved inventory and displays located within your facility make it convenient for your employees to purchase safety footwear. Facilities which meet minimum requirements are serviced onsite by Grainger's customer service staff who measure your employees for the proper fit.

Our Safety Footwear Selection Includes:

- 500+ styles including a large number of 'Made in USA' styles, from office dress to most-rugged slip-on and boots
- Over 100 styles specifically for women – one of the largest selections in the industry, built sized and fit to a woman's foot
- Over 40 different brands
- Wide price range to accommodate both company and employee budgets
- One-year manufacturer defect warranty on all styles
- **30 days employee satisfaction guarantee**
- Free shipping of any footwear return
- Grainger's Safety Footwear Buyers Guide (hard copy and online) helps employees navigate to the correct shoe.
- Dedicated 800 Specialized Footwear customer support



Benefit Management System (BenMan): Whether you're buying shoes through our online tools, at a Grainger Safety Footwear Center or from a Shoemobile, our Benefit Management System can help manage your footwear program. They're all connected to offer you a consistent shopping experience.

- The Benefits Management System is a purchasing and tracking system that's integrated into Grainger.com.
- It delivers fast and easy purchasing and custom reports and benefits tracking
- For customers engaged in the safety footwear program this means that they remain in control of their program while BenMan simplifies administration and saves them time and money - reducing the costs associated with implementing and maintaining a program

Features:

1. Set up footwear selection guidelines for your employees based on their work environment.
2. Select from a menu of services to track employee purchases and manage eligibility.
3. Manage and review payroll deductions
4. If you have payroll deductions you can easily view and monitor them for each employee
5. Manage employee eligibility through subsidy reporting.
6. All purchases are tracked and managed so you have complete line of sight to purchase history
7. Leverage two specific reports
8. Purchase history, all purchases made in program
9. Subsidy eligibility—line of sight to who is and isn't eligible based on purchase history
10. Generate custom reports

SHOEMOBILE SOLUTION: Grainger's Shoemobile fleet is unsurpassed in the industry. We operate a growing fleet of 45' tractor-trailers and 26' trucks. Trained service representatives measure customer employee's to help ensure a proper fit and suggest styles that adhere to their company's footwear program guidelines.



Shoemobiles can display over 100 footwear styles to meet your program needs and stock 2,000 pairs to allow your employees to receive shoes during a visit. Trained footwear professionals ensure correct sizing and comfort. **Grainger has a 96% fulfillment rate on our Shoemobile. If a shoe is unable to be provided at time of purchase, Grainger will ship the shoe AT NO CHARGE to the employee's home or work location.**



Point of Sale: Grainger is a leader in Shoemobile Automation Technology. We process transactions in seconds using computer-generated sales tickets & barcode technology, leaving more time for proper fitting and style selection.

Compliance Benefits

Administrators can establish compliance measures with Grainger's Benefit Management System with the following capabilities:

1. Employees can only purchase footwear that meets the requirements of their job task, ensuring they select the right footwear as specified by the employer. This reduces the risk of employees buying the wrong footwear or footwear that does not meet the appropriate ASTM standards.
2. Robust reporting allows an organization to track not only who bought footwear, but also who has not used their subsidy, a potential indicator of old or worn out footwear. Ensuring the footwear is in serviceable condition, reduces the potential for issues due to worn outsoles, etc. In addition, exception reporting allows an organization to ensure everyone has access to the appropriate footwear, again reducing the potential for employees to use unapproved footwear.

Eyewear Program

Grainger partners with a network of eyewear providers that can offer multiple solutions for safety prescription eyewear needs. Service options include onsite kiosks or local eye care service providers. Each program has unique features and may require a minimum number of eyewear users. Further details are presented in the charts below.

Eyelation | Eyelation is a benefit management system enabling employees to order 24/7 and companies to save time and money. Over 250,000 registered users currently use Eyelation's Benefit Management Platform to manage their safety eyewear program. The Eyelation program includes a self-service kiosk with its own internet connectivity and allows for online ordering on customer's desktop and mobile.

Eyelation Benefits

- 24/7 system access for all employees
- Customizable for departments so employees only access approved products
- All orders are reviewed by an optician
- Benefits, eligibility, and renewals are managed by Eyelation
- Productivity savings of approximately 45 minutes per employee vs traditional SRx programs
- Transactional savings
- One cohesive program for all employees

Account information including benefits, eligibility, and product selection are compiled, along with download of employees at the plant. Administrators can access the Administrative Site to export billing details that correspond to the distributor invoice.



Hoya | Hoya's SRx Made Easy provides a simple process for customer's to purchase prescription safety eyewear through a national network of independent eye care professionals. Package pricing saves customers money on a comprehensive range of frame styles and lens treatment options. **SRx Made Easy** turns a logistical challenge into a tangible benefit for your business.

Hoya's SRx Made Easy provides a simple process for customer's to purchase prescription safety eyewear through a national network of independent eye care professionals.

- Program works for any size customer or location
- Simplified SKU Process - Only 4 Price Packages & SKU's
- Each SKU is a complete pair of glasses and includes professional optician fitting services (regular eye exam is not included)
- Access to Hoya's nationwide network of eye care provider

BASIC package: includes Plastic frame by HOYA (20+ styles to choose from, such as new high-wrap foam-lined options)

HOYA has partnered with more than 2,000 independent Eye Care Professionals throughout the United States to provide accurate and timely eyewear fitting and order processing

Emergency Preparedness Services

Grainger is committed to serving our local communities in their greatest time of need. This begins with a pro-active approach that develops preparedness-focused relationships with federal, state and local first-responders and other relevant government agencies. Pro-active relationships are the key in providing support to help our communities prepare, respond and recover from emergency situations.

Each year our supply chain and inventory management teams collaborate to develop forecasts and inventory strategies to fulfill the abnormal spikes in demand that often occur in large scale disasters such as hurricanes, floods, wild fires, winter storms and other emergency events. An incremental inventory investment is made and critical supplies and equipment are strategically pre-positioned within our network of more than 250 Branches and 14 Regional Distribution Centers. This approach enables planning discussions to align customer needs with our emergency inventory plans well before disaster strikes and expedite the delivery of critical supplies to affected areas. Additionally, the products and solutions offered reflect Grainger's all-hazards philosophy as well as guidance from authorities such as FEMA, the CDC, DHH, the American Red Cross, as well as years of company experience supported by historical customer demand data.

Threats

 Hurricanes	 Active Shooter	 Power Outages
 Floods	 Tornadoes	 Mosquito-borne Diseases
 Communicable Diseases	 Earthquakes	 Hazardous Materials
 Wildfires & Droughts	 Extreme Heat	
 Winter Storm	 Fire Protection	

Grainger's online emergency preparedness landing page if filed with resources and information on products and services which directly addresses many of the needs for emergency preparedness

In the event disaster strikes or is deemed imminent, Grainger's Corporate Response Team collaborates to identify priorities, assess our inventory position, provide large order support & expedite customer deliveries. Our emergency planning efforts and state of the art order fulfillment systems allow us to provide customers with real-time product availability information that can be counted on.

Ultimately, Grainger's greatest resource is our people, especially those directly supporting the affected communities. During a large-scale disaster Grainger's highly trained and experience employees provide direct support to State, City or County emergency operations centers (EOCs). These employees often work directly with local first responders and responding agency's to quickly field information requests related to product selection, availability, quotes, delivery, invoicing and more. These team members also assist with in the execution of Grainger's prioritization protocol which prioritizes inventory to those agencies directly involved with response efforts.

Grainger offers the following during emergency situation:

- Branch Operational Hours Extended up to 24 Hours a day as required
- Experienced Customer Service Agents available 24-7 at 1-800-CALL-WWG
- Emergency preparedness catalogs, capabilities guide, and emergency checklists
- Internet landing page on grainger.com dedicated to threat-specific solutions, products and resources.
- In any emergency, large or small, our pricing and services remain as provided in the contract.

3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

Grainger has read and understands statement 3.

4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

Grainger has read and understands statement 4.

5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

Grainger has read and understands statement 5.

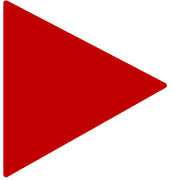
6. Oral Presentations/Interviews: Region 4 ESC reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, Region 4 ESC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. Region 4 ESC shall not reimburse the offeror(s) for the costs associated with the interview process.

Grainger has read and understands statement 6.

7. Negotiations: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offeror(s) shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offeror(s).

Grainger has read and understands statement 7.

Tab 6 ♦ Additional Required Documents (Appendix C)



Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

November 21, 2019

Date

Sr. Government Sales Mgr.

Authorized Signature & Title

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company W.W. Grainger, Inc.

Contact Ron Price



Signature

Ron Price

Printed Name

Sr. Government Sales Manager

Address 100 Grainger Parkway
Lake Forest, IL 60045

Position with Company

Ron Price

**Official
Authorizing
Proposal**



Signature

Ron Price

Printed Name

Sr. Government Sales Manager

Position with Company

Phone 979-224-6794

Fax NA

*Appendix C, DOC # 3***Implementation of House Bill 1295****Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-561271

Date Filed:
11/13/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

W.W. Grainger, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 ESC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 19-20
Maintenance, Repair and Operations (MRO) Supplies & Related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



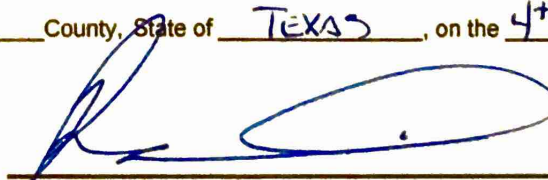
6 UNSWORN DECLARATION

My name is Ron Price, and my date of birth is 7-12-1980

My address is 4446 Woodland Ridge, College Station, TX, 77845, Brazos
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in BRAZOS County, State of TEXAS, on the 4th day of DEC, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Ron Price, as an authorized representative of

Sr. Government Sales Manager, a contractor engaged by

W.W. Grainger, Inc.

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



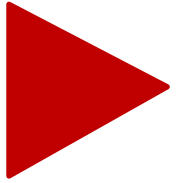
Signature of Named Authorized Company Representative

November 21, 2019

Date

Form Revised 10/27/201

TAB 7 ♦ Response to a National Program - Appendix D, Exhibits A, F & G



3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

3.1 Company

A. Brief history and description of Supplier.

For over 90 years, Grainger has remained committed to helping professionals keep their operations running and their people safe by staying ahead of customer needs. As North America's leading broad line maintenance, repair and operating (MRO) products distributor, with operations also in Europe, Asia and Latin America, Grainger's advantaged supply chain network supports multichannel offerings including branches, eCommerce channels and comprehensive inventory management. With customers the central focus and continued commitment to innovation, Grainger embraces its responsibilities to its customers, members, shareholders and the communities it serves.



W.W. Grainger, Inc., founded in 1927, was incorporated in the State of Illinois in 1928. Grainger is a publicly held 500 company with shares traded on the New York Stock Exchange (NYSE). Grainger's capabilities include:

- A strategic US distribution network of 250 branches and 14 distribution centers supporting the OMNIA Region 4 Members
- An extensive product line, now more than 1.7 million products and over \$1.3 billion of on-hand inventory to meet agency requirements
- 97% of customers receive next day product delivery; 99.6% of in-stock orders are shipped within 24 hours
- Proven experience in negotiating and implementing multi-state, complex, nationwide contracts.

B. Total number and location of sales persons employed by Supplier.

While Grainger has over 3,800 experienced sales persons, contrary to industry norms, Grainger's 564 Government Inside and Outside Sales Staff are **solely dedicated** to the public sector market. Through all 50 states, the District of Columbia and US Territories, this **government-dedicated sales team** understands specific customer challenges and drives overall savings in procuring products.

The following chart represents the Government sellers' locations per state.

Government Sellers By State					
State	#	State	#	State	#
Alabama	10	Louisiana	8	Ohio	14
Alaska	2	Maine	6	Oklahoma	7
Arizona	13	Maryland	15	Oregon	4
Arkansas	2	Massachusetts	8	Pennsylvania	16
California	71	Michigan	10	Rhode Island	3
Colorado	12	Minnesota	4	South Carolina	7
Connecticut	6	Mississippi	2	South Dakota	2
Delaware	3	Missouri	10	Tennessee	11
Florida	32	Montana	1	Texas	52
Georgia	19	Nebraska	2	Utah	7
Hawaii	11	Nevada	4	Vermont	1
Idaho	1	New Hampshire	3	Virginia	25
Illinois	34	New Jersey	15	Washington	15
Indiana	4	New Mexico	5	West Virginia	1
Iowa	6	New York	41	Wisconsin	13
Kansas	4	North Carolina	15	Wyoming	2
Kentucky	4	North Dakota	1	District of Columbia	5

Grainger's Government Sales Staff per State as of March 2019.

C. Number and location of support centers (if applicable) and location of corporate office.

Grainger's corporate headquarters is located in Lake Forest, IL.

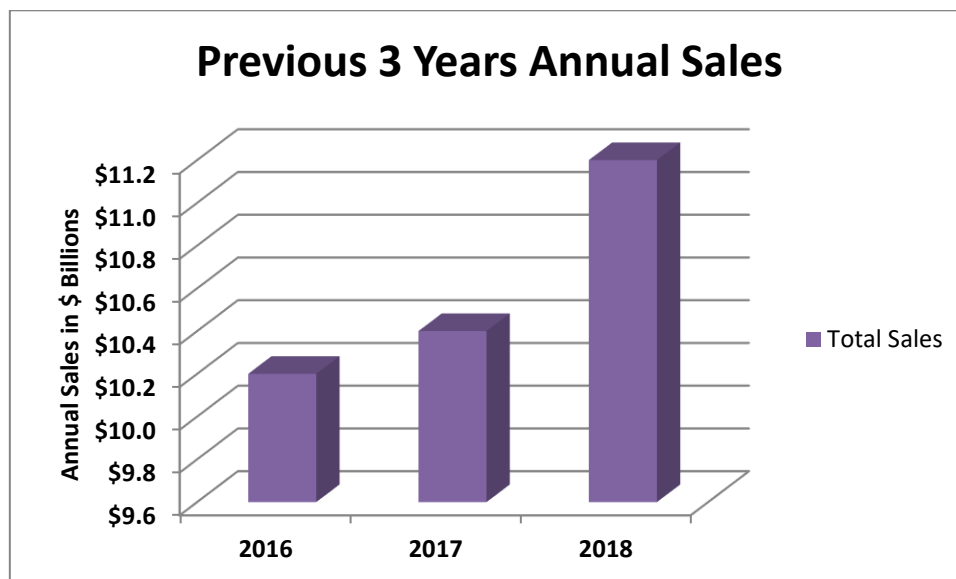
Grainger's strategic branch network includes 250 branches geographically located to provide convenient support to our customers. Each branch carries on average \$1 million in inventory within 23,000 square feet and is managed by an average of 13 employees. Please see ***Exhibit 9 Grainger US Branch Locations*** which provides address information.

Additionally, Grainger has three customer contact centers which support over 2,000 Customer Support Associates. **These contact centers are located in Janesville, Wisconsin, Waterloo, Iowa and Phoenix, Arizona.** Grainger contact centers are available 24 hours a day, 7 days a week to assist our customers through phone, chat and email.

D. Annual sales for the three previous fiscal years.

Grainger's annual sales for the previous three fiscal years:

2016: \$10,137,204,000 | **2017:** \$10,424,858,000 | **2018:** \$11,200,000,000



E. Submit FEIN and Dunn & Bradstreet report.

FEIN: 36-1150280

D&B: 005-10-3494

F. Describe any green or environmental initiatives or policies.



Grainger works to improve environmental performance across our suppliers operations and customers. We partner with third party sustainability organizations, such as the CDP (formerly known as the Carbon Disclosure Project), the GreenBiz Executive Network, the U.S. Environmental Protection Agency, SmartWay® Program, UL Inc. and the U.S. Green Building Council to help us align our environmental investments with stakeholder expectations. Our green and environmental initiatives include:

Operations: We focus efforts where we have the most influence. Grainger's Distribution Centers account for 38 percent of our operations and will increase as we expand service offerings. We monitor energy consumption and improve our green-energy-mix sustainable solutions to increase efficiency and utilize renewable energy. We invest in onsite renewable energy, purchase renewable energy credits and green tariffs.



Products: Grainger provides customers with the products they need to keep their businesses running over the long term. We work to understand how these products affect the environment. Customers increasingly request environmentally preferable products (EPP). Our EPP portfolio helps customers maintain sustainable facilities through efficient energy management, water conservation, waste reduction and air-quality improvement. The Grainger EPP portfolio includes more than **114,000 SKUs**, 26 EPP product certifications and 46 EPP product attributes. The portfolio spans more than 600 brands across 672 product categories. More than 15% of Grainger suppliers offer products featured within our EPP portfolio.



For a product to be classified as environmentally preferable it must maintain one or more environmentally preferable attributes or third-party certifications such as WaterSense®, ENERGY STAR® or Green Seal. Our suppliers inform Grainger of the product certifications and attributes the products may carry. An independent 3rd Party, Underwriters Laboratory Inc. (UL Environment), verifies the viability of the certification or attribute claims. Grainger works with UL Inc. to ensure that the most current certification and attribute options are identified.

OMNIA Region 4 Members can easily identify environmentally preferable products on Grainger.com by searching for products with the Green Leaf icon. This indicates that the select product has a UL validated certification and/or attribute. On Grainger.com members can filter any product search results to view environmentally preferable options.



Grainger EPP Portfolio - Product Certifications & Certification Bodies:

CERTIFYING AGENCY	Underwriters Laboratories, Inc.						U.S. Department of Energy
CERTIFICATION	Ecologo	GreenGuard	Greenguard Gold	ECVP 2799 Zero Waste To Landfill Facility	Environmental Product Declaration	Environmental Claims Validation	Energy Star
CERTIFYING AGENCY	Scientific Certification Systems	U.S. Environmental Protection Agency (EPA)		Green Seal	U.S. Department of Agriculture	Carbonfund	Sustainable Forestry Initiative
CERTIFICATION	SCS Indoor Advantage	WaterSense	Safer Choice	Green Seal	Certified Biobased	Carbonfree	Sustainable Forestry Initiative (SFI)
CERTIFYING AGENCY	Multiple	Ernst & Young - Redstone	National Sanitation Foundation	Design Lights Consortium		National Electrical Manufacturers Association (NEMA)	
CERTIFICATION	Forest Stewardship Council	SMaRT Certified	NSF Certified	DLC Quality Products Listing	DLC Premium	NEMA Premium	Energy Aware
CERTIFYING AGENCY	Home Ventilating Institute	Biodegradable Product Institute	Carpet & Rug Institute	Organic Materials Review Institute	South Coast Air Quality Mgmt. District		
CERTIFICATION	HVI	Biodegradable Product Institute Certified	CRI Green Label	OMRI Listed	VOC Levels Meet SCAQMD Requirements		

Grainger's environmentally preferred product portfolio is featured on the [Green Resources](#) landing page on Grainger.com.

Environmental Services: Grainger Lighting Solutions (GLS) and Grainger Energy Services (GES) provide a network of qualified, insured and licensed service providers to help identify and facilitate energy savings projects.



Comprehensive Services Include:

- ✓ Multiple Energy and Water Saving solutions
- ✓ Audit and Financial Analysis
- ✓ Material, Contractor and Project Management
- ✓ Installation by Qualified, Insured and Licensed Service Partners
- ✓ Identification of Applicable Incentives and Rebates
- ✓ Disposal and Recycling

For more information visit the [Grainger Energy Services landing page on Grainger.com](#).

Hazardous Recycling Services: Grainger's recycling services solve the disposal of environmentally hazardous bulbs, dry batteries, and ballasts.

1. **Recyclable Kits:** Specialized recycling kits for fluorescent lamps, ballasts or dry batteries, provides a turnkey service for one all-inclusive price. For larger volume needs, Grainger offers bulk pick-up. We will custom design a program that works for you. This service encompasses lamps, ballasts, batteries, electronics, and mercury.

Each kit includes:

- Special UN/DOT approved container
- Pre-printed label with instructions
- Toll-free number for pickup
- Certificate of reclamation

2. **Grainger Branch Programs:** Grainger offers customers opportunity to deposit recyclable items in collection boxes for no additional charge in Grainger branches through our partnership with [EnviroLight](#) specialized recycling services.

3. **Additional Supplier Based Programs:** Grainger works with key suppliers to provide the following no-fee and fee-based programs.

- Grainger offers recycling kits available for purchase on Grainger.com for many items provided by EVERLIGHTS, RECYCLEPAK & SUPPLYPAK. Details and kit specifications can be obtained by entering the search term "recycling kits" on Grainger.com.
- Georgia-Pacific's (GP) Dispenser Refurbish, Recycle, Reuse (RRR) Program provides a no-charge end of life solution for old paper towel and toilet paper dispensers. GP removes old dispensers and reuses components in manufacturing new products. Dispensers are picked up at the end user's location.

- Georgia-Pacific provides a no charge service to reduce the number of batteries in landfills in partnership with [CALL2RECYCLE](#). Through this service, boxes are provided to customers for collection of used batteries. Boxes are picked up at the facility and new boxes provided for continued collection and environmental disposition.
- GOJO will coordinate removal, transport and sustainable disposal of old hand soap and sanitizer dispenser materials when completing a GOJO managed dispenser installation project.
- For Members utilizing LOCTITE® Anerobics or Light Cure Technologies, Henkel offers a solution to help meet recycling goals and recycle items that were previously non-recyclable. Through a partnership with TerraCycle®, boxes can be purchased enabling convenient return shipping and recycling.
- Stanley Black & Decker offers a no-charge end of life solution for [DEWALT](#), [BLACK&DECKER](#), [STANLEY TOOLS](#) & [BOSTITCH](#) brands.
- Tyvek Protective Apparel can be recycled through DuPont's Recycling Program.

Grainger's Mid-Stream Utility Rebate Program: For OMNIA Region 4 Members in eligible zip codes, Grainger identifies utility rebates applicable to LED Lighting and similar projects.

- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Grainger has two core programs promoting diversity. In both programs, all pricing is accessible and provided in this Master Agreement.

The programs are:

1. **Tier II: Grainger's Supplier Diversity Program**
2. **Tier I: Distributor Alliance Program**



Grainger's Tier II Supplier Diversity Program | Grainger's Tier II Supplier Diversity Program affords OMNIA Region 4 Members access to diverse manufacturers and suppliers through our catalogs and distribution channels. Started in 1999, Grainger's Supplier Diversity Program is designed to grow this sector of the economy while helping customers get their jobs done with quality products from Diverse Business Enterprises (DBEs).

Grainger's Tier II Supplier Diversity program includes **over 270 DBEs**, and offers **more than 91,000 items** across 1600+ product categories. Grainger also offers products from over 2000 Small Business Enterprises (SBEs), offering more than 300,000 products. The model allows DBEs to concentrate on what they do best and leave the logistics and distribution of their products to Grainger.

Grainger's Tier II Supplier Diversity Program provides Members access to DBE products through all of our ordering methods (Grainger.com, Redbook Catalog, phone, fax, walk-in, etc.), and distribution channels. Grainger's customers benefit from one-stop shopping. Registered suppliers are audited monthly to maintain active supplier diversity certificates. Supplier diversity reporting available upon request.

Products from diverse businesses are featured on Grainger.com:

- Products from diverse manufacturers and suppliers are identified on Grainger's website and within our catalog and index with the diversity symbol to the right.
- Customers can locate the offering from diverse suppliers by searching "Supplier Diversity" on Grainger.com.
- Additionally, customers can filter on the left-sidebar by "Supplier Diversity" while searching on Grainger.com.



Supplier recruitment is continuous at Grainger. Our company website includes a link to the supplier diversity registration portal. Certified businesses that register are available for referrals to purchasing officers when product review, RFP, or spot buying opportunities occur. Grainger includes DBEs in meeting unique product requirements through Grainger's Sourcing program, if products are not currently available in Grainger's general catalog. In 2018, 180 DBEs, and 1700 SBEs participated in Grainger's Sourcing program.

Grainger promotes the number of products acquired from diverse companies in several ways. Grainger is a corporate member of the Women's Business Enterprise National Council (WBENC) and has been a member of the National LGBT Chamber of Commerce (NGLCC) since 2014. Grainger participates in numerous conferences and seminars to assist diverse businesses to further establish or strengthen themselves. Grainger's Portal invites diverse suppliers to consider doing business with Grainger.

Grainger pursues outreach opportunities with diverse organizations to understand their member offerings and to promote opportunities with Grainger. These include the following:

- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise National Council (WBENC)
- Small Business Administration (SBA)
- National Gay and Lesbian Chamber of Commerce (NGLCC)
- Veteran Owned Businesses
- Veteran Associations



Grainger's Tier I Distributor Alliance Program | Grainger's Distributor Alliance Program responds to corporate and government regulatory and policy requirements as to buying MRO goods and services from Diverse Business Enterprises (DBEs).

Since 2006, the Distributor Alliance (DA) Program has helped customers support DBEs while consolidating MRO purchases. Over 50 DA DBEs resell the entire 1.7 million products offered by Grainger and provide services to customers with procurement goals to support small businesses and provide employment opportunities to women, minority and veteran-owned businesses.

The DA DBE is one of the many points of contact for the customer, including Grainger business managers who mentor DBEs and act as a liaison among Grainger, the end customer and the DA DBE.

We monitor each DBE's performance with a monthly balanced scorecard. We provide feedback and offer assistance in performance areas where improvement is needed. We seek to provide meaningful focus in pragmatic areas where efficiency can be gained and effectiveness can be improved.

Grainger's Distributor Alliance is also a member of the National Minority Supplier Development Council and supports several NMSDC Regional Councils. We are corporate members of the Woman's Business Enterprise National Council. We recruit diverse suppliers for line review and customer proposal opportunities by participating in M/WBE Business Opportunity Fairs and other events that support M/WBE businesses.

- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Grainger is a large business.

- I. Describe how supplier differentiates itself from its competitors.

In addition to Grainger's product breadth and supply chain strength as previously stated, Grainger understands the challenges public sector agencies face in carrying out responsibilities. We comprehend the appropriations and budget cycles that provide agency funding and the procurement procedures agencies must follow for competitive and transparent purchasing. Our own procedures and systems are designed and implemented to fulfill these requirements. Grainger Sales and Team members receive annual ethics and compliance training focused on the government sector.

Grainger Government Sales Team members are dedicated solely to the public sector. Beyond understanding the challenges noted above, the Government Team has insight to government-oriented products and services and bring greater expertise and availability to the customer. The Government Team has deep understanding of government programs addressing small business opportunities and promoting environmental products.

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

W.W. Grainger, Inc. is a publicly held company with over 25,750 employees, numerous locations, involved in international operations, and is party to thousands of contracts and other relationships. From time to time the Company is involved in various other legal and administrative proceedings that are incidental to its business, including claims related to product liability, general negligence, contract disputes, environmental issues, wage and hour laws, intellectual property, employment practices, regulatory compliance or other matters and actions brought by employees, consumers, competitors, suppliers or governmental entities.

As a government contractor selling to federal, state and local governmental entities, the Company is also subject to governmental or regulatory inquiries or audits or other proceedings, including those related to pricing compliance. It is not expected that the ultimate resolution of any of these matters will have, either individually or in the aggregate, a material adverse effect on the Company's consolidated financial position or results of operations. While Grainger cannot provide you with all of the specific information you request with respect to each lawsuit, Grainger can state that, to the best of its knowledge and belief, without conducting exhaustive investigations or inquiries, there are no lawsuits that, if unfavorably concluded against this company would have a material adverse impact on its financial condition or ability to do business.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

As a publicly held corporation, this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

Not applicable as no debarment or suspension has been taken against supplier

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

Grainger's proposal encompasses its entire catalog of **1.7 million MRO products** and services covering 32 MRO categories and the expertise of Grainger employees. Our offering captures the routine to specialized MRO product or service; it is supplemented by sourcing proficiency. The portfolio is continually enhanced to meet evolving Member needs.

Products cover the following categories: In addition to the requirements listed in this RFP, Grainger is offering its complete catalog which includes: Abrasives, Adhesives, Sealants and Tape, Cleaning and Janitorial, Electrical, Electronics, Appliances and Batteries, Fasteners, Fleet and Vehicle Maintenance, Furniture, Hospitality and Food Service, HVAC and Refrigeration, Hardware, Hydraulics, Lab Supplies, Lighting, Lubrication, Machining, Material Handling, Motors, Office Supplies, Outdoor Equipment, Paint, Equipment and Supplies, Plumbing, Pneumatics, Power Transmission, Pumps, Raw Materials, Reference and Learning Supplies, Safety, Security, Emergency Preparedness, Test Instruments, Tools, and Welding.

Services include: Grainer's proposed services illustrated below will be made available to Region 4 and Participating Agencies, and OMNIA Members include:

1. Sourcing
2. Software Punch-out Capability
3. Installation, Repair, Maintenance & Turnkey Solutions & Services
4. Inventory Solutions
5. Small Business Program
6. Green / Sustainability Programs
7. Training & Education
8. Customer Support Services
9. Safety In-Field Specialist Assessments
10. Online Solution Center
11. KeepStock Inventory Management Solutions
 - i. **Vendor-Managed Solutions**
 - ii. **Customer-Managed Solutions**
12. Consulting Services
13. Grainger's Footwear Program
14. Shoemobile Solution
15. Emergency Preparedness Services
16. KeepStock Fee Based Solutions
 - i. **Managed MRO**
 - ii. **KeepStock Organize**
17. Safety Services and Technical Training
18. Energy Services
19. Lighting Services
20. Facility Services
21. Custom Product Center

As new services become available, Grainger will automatically make them available for all Participating Agencies and OMNIA Members.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Grainger's company owned supply chain makes inventory available to customers on a just-time-time basis. Grainger branches and DCs tailor inventory to Member location demands to ensure product is available for immediate pick-up, same-day shipment or same-day delivery. Products and services are offered throughout the United States, the District of Columbia and US Territories.

Grainger ships in stock items on the same day 97% of the time when the order is received by 4:00 p.m. local time. Using commercial carriers, customers receive most shipments the following business day. Grainger fulfills 95% of orders within 2 service days, and 98% within 3 days. Grainger uses local delivery sources, such as messenger services or common carriers, for emergency deliveries.

As to services, Grainger teams and its suppliers help customers manage inventory, provide safety and onsite training, implement energy efficiencies, sustainable programs and facility improvements by ensuring they are presented the right services to enhance their operations and create efficiencies.

- C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Grainger will ensure all Participating Agencies will receive Master Agreement pricing upon affiliating to the Region 4 Master Agreement. Grainger's pricing team will apply coding to all the Participating Agency's account numbers (locations) within our company wide SAP Business Enterprise System. This coding will include pricing and freight terms, as well as all contract terms and conditions unique to the Master Agreement. No matter what ordering channel is used, your specific contract pricing will be available to all locations.

Grainger's multiple distribution channels approach lets Region 4 Members choose how they want to do business with us. It also gives them the flexibility of ordering in ways that best suit their needs. These sales/distribution channels include:

1. Internet / Online (Grainger.com)
2. Mobile App
3. Email
4. Toll Free Phone 800-GRAINGER
5. Branch Location
6. KeepStock Inventory Management Solutions
7. eProcurement Solution (EDI, Marketplace)
8. FAX
9. Grainger Support Team (Account Manager, Onsite Service Representative)

As a Grainger customer, no matter where you are, what time of day, you can have access to ordering, product information and, in some instances, actual products.

Participating Agencies may verify and audit pricing to ensure its compliance with the Master Agreement by doing a 'hover over' with their mouse to see the Contract Reference Price (CRP).

ALL PRODUCTS ▾ Enter keyword, item, model or replacement part number. SEARCH BULK ORDER PAD ▾

Paint, Equipment and Supplies | Spray Paints and Primers | Spray Paints | Flat White Acoustical Ceiling Tile Spray Paint, 13 oz.

ZINSSER

Flat White Acoustical Ceiling Tile Spray Paint, 13 oz.

Item # 4HFE7 Mfr. Model # 3688 Catalog Page # 1459 UNSPSC # 31211704



Your Price ①
\$5.84 / each

Contract Reference Price
\$6.15 / each

Auto-Reorder Every 1 Month ①

Deliver one time only

1 **ADD TO CART**

+ Add to list

☆☆☆☆ Be the first to write a review

Shipping Weight 1.09 lbs.

How can we improve our Product Images?

Country of Origin USA | Country of Origin is subject to change.

End-users may hover over “Your Price” to see the Contract Reference Price to confirm they have received the appropriate discounted pricing.

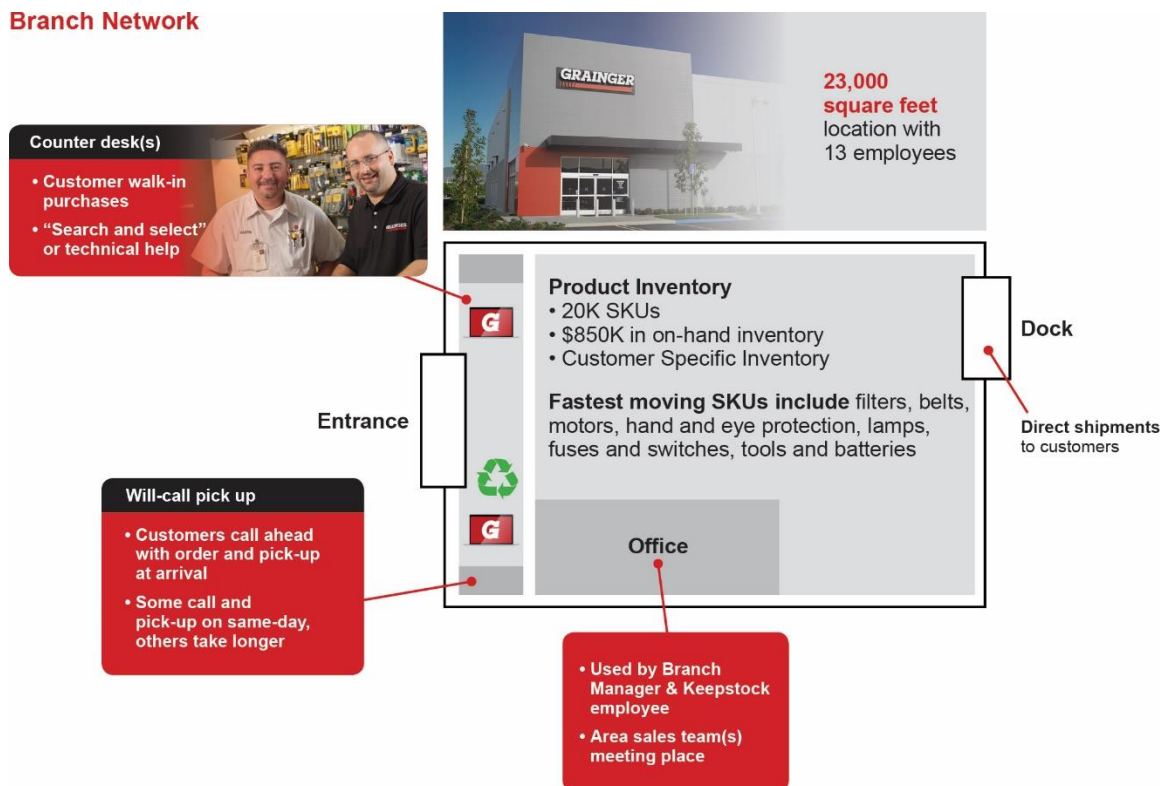
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Grainger team members process all orders for end users, including assistance provided by our contact centers. Grainger engages third party carrier companies to deliver orders to our customers. Some third-party suppliers or manufacturers may ship product direct to Grainger customers.

- E. Provide the number, size and location of Supplier’s distribution facilities, warehouses and retail network as applicable.

Grainger's logistic network includes **250 branch locations and 14 distribution centers** (DCs), Grainger’s over **\$1.3 billion** in on-hand inventory is supported by a network of over **5,200 Grainger key suppliers** and manufacturers.

Branch Network



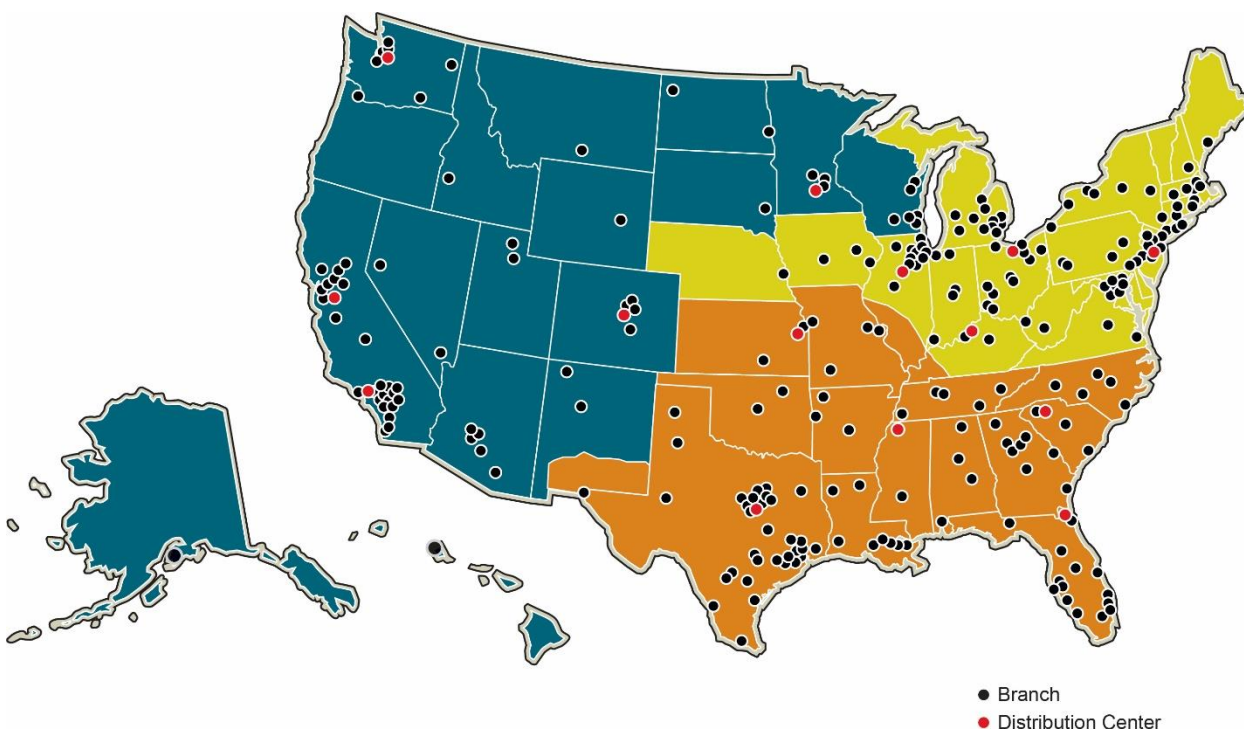
Above is a typical Grainger branch design

Branch Network: Each of the 250 branches carries on average \$1 million in inventory within 23,000 square feet and has an average of 13 employees. All branch locations operate Monday – Friday, 8am – 5pm local time. Opening hours may vary. Branch team members will assist Region 4 and OMNIA Members with the following services:

- Consult and advise with customers based on needs
- Search and select products
- Purchase products to acquire goods same day
- Will-Call services for phone or internet order
- Maintaining customer-specific inventory

Distribution Centers: Grainger DC's range in size from 35,000 to 1,500,000 million square feet; 5 exceed 1,000,000 square feet. Stocking more than 100,000 of the fastest selling products, Grainger's technology systems and equipment enable most customer orders and branch inventory replenishment to be met by the DCs. The DCs ship orders directly to the customer or branch location. The following chart provides details as to each DC:

Grainger US Distribution Centers				
Location	SKU's	Square Feet	Inventory Value	Employees
Kansas City, MO	131,000	1,300,000	\$50,100,000	265
Greenville, SC	305,000	1,100,000	\$113,400,000	492
Patterson, CA	269,000	820,000	\$91,100,000	358
Minooka, IL	464,000	1,100,000	\$174,100,000	632
Bordentown, NJ	283,000	1,300,000	\$115,400,000	574
Denver, CO	73,000	45,000	\$6,700,000	30
Plymouth, MN	89,000	35,000	\$8,000,000	34
Seattle, WA	88,000	56,000	\$10,400,000	46
Mira Loma, CA	133,000	345,000	\$46,400,000	181
Cleveland, OH	134,000	395,000	\$44,600,000	218
Dallas, TX	150,000	560,000	\$66,400,000	322
Jacksonville, FL	119,000	230,000	\$35,400,000	145
Southaven, MS	111,000	230,000	\$32,800,000	144
Louisville, KY	750,000+	1,500,000	Fully operational in 2020	700



Grainger maintains 250 branch and 14 distribution centers strategically located throughout all three Government regions in the US.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

Upon award, Grainger will meet with Region 4 Partners to build a comprehensive 90-day plan to meet the objectives of all involved. Grainger's goal is to execute on all initiatives and strategies successful under our current contract and to enhance efforts. The following plans can be customized to meet individual agency needs as we continue our successful partnership. Our efforts will be based on actual purchase histories under the existing Region 4 Agreement with a focus on buying patterns and product demand to target needs. Grainger believes that the unique offering this contract provides will meet or exceed the needs of Region 4 Member customers.

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Within the first 10 days, Region 4 and Grainger Executive Leadership will establish initial goals and objectives. Grainger Executive Leadership will circulate e-mail notifications, voice messages and company intranet messages to Grainger team members announcing the new Master Agreement. These messages will endorse the new Master Agreement as a viable option for Participating Public Entities and will highlight its value and benefits. Sellers will be equipped with information to position the new Master Agreement to promote success of our relationship. Scheduling for specific call to actions items will be communicated to the Government team outlining the following next steps.

- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days

In addition to the Project Schedule detailed below, Grainger's 90-day implementation plan includes educating our national Government Sales force and the Region 4 Partners team on the features and benefits of our new Master Agreement. The training plan includes has two main phases.

Phase 1: Grainger will work with OMNIA Partners team to develop training materials to incorporate the benefits, products and services provided under the new Master Agreement. Online training will be prepared for presentation via delivery through a Web-Ex format on a regional basis to the national audience. The training materials will provide an overview of the new Master Agreement and how the Grainger team members will deliver service and solutions.

Training Materials include:

1. Detailed marketing brochure
2. Co-branded one-page customer-facing marketing flyer
3. Internal Contract Overview PPT Deck for Grainger training
4. Update OMNIA Partners – Public Sector Landing Page with Region 4 award details to educate potential customers
5. Educating Grainger Government Salesforce as to OMNIA Public Sector values

Phase 2: Training will be rolled out regionally, with endorsement from Grainger and OMNIA Partners' Public Sector executive leadership, to all Grainger and OMNIA Partners' Public Sector customer-facing employees and phone associates. Grainger eCommerce customer service representatives will participate in the training to ensure consistency of experience in delivering the e-Commerce solutions. Other teams trained include: Customer Service (Call Centers and Branches), Inventory Management, and others associated with contract launch.

Training will be tracked to ensure that all national sales employees have successfully completed the training.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Grainger's 90-day plan consists of three phases:**Phase I: Execute Affiliation Document & Marketing**

Goal: Promote and leverage the value of Region 4 /OMNIA Partners contract, obtain and sign Affiliation documents and activate contract terms.

Through Grainger's dedicated Government Sales force, digital marketing and trade publications, Grainger will target current Region 4 and OMNIA Partners entities to explain the benefits of the new master agreement so each entity can realize the new contract's value. Grainger's Government Sales Manager's will prioritize Grainger's current Region 4 and OMNIA Partners Entities. Grainger will also pursue other entities currently not participating under the Region 4 and OMNIA Partners contract.

Region 4 and OMNIA Partners Implementation Kick-off

Grainger Resources: Grainger Leadership Team, OMNIA Sales Team, Government Sales Managers, Account Managers; Account Relationship Managers, Customer Service, Corporate Communications Team, Marketing Team

Grainger Actions

- **Conduct national and regional conference calls internally with Grainger Executives** providing the details of the Region 4/OMNIA Partners Public Sector agreement and implementation plan. The agenda includes an overview of the products and services Grainger will provide Members, a list of key Member leaders, and specific assignments for the Grainger Executive team.
- **Conduct national and regional conference calls with Grainger Government Sales Force.** Training will be rolled out regionally, with endorsement from Grainger and OMNIA Partners executive leadership, to all Grainger and OMNIA Partner team members. Grainger's participants include all sales and operations personnel.
- **Execute Co-branded Marketing Plan** to educate customers on the benefits of the new Master Agreement through digital marketing and trade publications.
- **Develop and distribute the initial co-branded press release** to targeted demographics, profiling the Agreement's values. Grainger, Region 4 and OMNIA Partners will identify a targeted list and publications for the press release and other communications.
- **Activate Region 4 and OMNIA Partners dedicated online portal** as a tool to educate customers on the benefits of the contract and tools and resources to assist in the Affiliation process.

Execution for Region 4 and OMNIA Partners Existing and New Participating and Prospective Members

- Grainger will leverage its 500+ strong Government sales force to promote and launch the contract through email and face to face meetings with Region 4 customers.
- Continue to engage and market to prospective customers to highlight and explain the benefits of the new Region 4 and OMNIA Partners agreement.
- Co-brand marketing material created and delivered through social media, Grainger website (www.Grainger.com), and other media channels.
- Lead regional calls between Grainger and OMNIA Partners to review affiliation progress, new targets and customer satisfaction.
- Work in coordination with Region 4 and OMNIA Partners to identify trade shows, conferences or publications to market the new agreement.
- Activate pricing for affiliated customers within 48 hours of affiliation to new contract.

Phase II: Identify and Execute Cost Savings Solutions

Goal: Understand individual customer's goals and initiatives to allow Grainger to leverage the full value of the Region 4/OMNIA agreement.

- Grainger will continue to leverage its 500+ strong Government Sales force to understand customer goals and initiatives to align resources to implement cost saving and valued add solutions flowing from the contract.
- Leverage sales tools, resources such as Salesforce (trademark) to ensure Grainger is touching all potential contacts within each customer to explain the benefits of the Master Agreement.
- Begin conducting Quarterly Business Reviews to review cost savings and refine targets to meet objectives.

Phase III: Continuous Implementation Region 4 and OMNIA Partners

Goal: Evaluate initial benchmarks and refine based on newly identified opportunities.

- Maintain program marketing, including participating in OMNIA events, trade shows, conferences and other venues to promote the contract.
- Facilitate monthly regional calls between Grainger and OMNIA Partners field sales to review affiliations, new targets and opportunities for improvement.
- Refine the marketing plan between Grainger and OMNIA Partners targeting customers for relevant solutions driving the value outlined in the Master Agreement.

Marketing and Promotion Plan

- i. Creation and distribution of a co-branded press release to trade publications
Grainger will work with and support Region 4 and OMNIA Partners in refining and distributing the new co-branded press release. Grainger, Region 4 and OMNIA Partners will further identify a targeted list of publications for the press release and other related communications.
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Grainger will publish an announcement to our employees on our dedicated internal corporate website highlighting the features and benefits of the new Master Agreement. (Phase I) Grainger will update the dedicated OMNIA Partners page on our internal corporate website to assist in the training of our Sales team on the new features and benefits of the Master Agreement.

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Grainger will work with Region 4 and OMNIA Partners marketing team to update and profile the new agreement on the dedicated OMNIA Partners landing page within the first 30 days of award. This dedicated landing page will provide customers with the features, benefits, products and services offered through the new Master Agreement. This portal will allow customers an easy access through the affiliation process.

Grainger will collaborate with the OMNIA Partners to continue and enhance a Go-To-Market plan, including multiple marketing channels encompassing collateral materials, e-mail communications and web content promoting awareness of the new program and usage of the new agreement. (Phase I)

- iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Grainger will exhibit and staff a booth at the NIGP Annual Forum and other national and regional trade shows. Grainger will assist and develop a strategy with Region 4/OMNIA Partners marketing efforts at national and regional trade shows.

- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.

Grainger will attend, exhibit, and participate. Grainger will exhibit and staff a booth at the NIGP Annual Forum. Additionally, Grainger will continue to work with OMNIA Partners to participate in additional trade shows and assist the overall promotion and marketing efforts for then NIGP Annual Forum.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

A new joint advertising plan will be developed in collaboration with Region 4 and OMNIA Partners and implemented, including the design and publication of national and regional advertising in trade publications as mutually agreed-upon by the parties.

- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Grainger will work in conjunction with OMNIA Partners on marketing and promotional efforts of the Master Agreement. Grainger is committed to working on developing new co-branded material addressing case studies, collateral pieces and presentations. (Phase III)

- viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:
- OMNIA Partners, Public Sector standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners, Public Sector

Grainger will continue to house and develop enhancements to the existing OMNIA Public Sector landing page which can be accessed via the following link: www.grainger.com/omnipartnerspublic

This landing page features the OMNIA Partners standard logo, a copy of the original Request for Proposal, a copy of the contract amendments between principal procuring agency and Grainger, a summary of products and pricing, marketing material, an electronic link to OMNIA Partner's online registration page, and a dedicated toll free number and email address for OMNIA Partners.

The landing page will also provide new products, a contract overview and live links to solutions to assist OMNIA and Participating Public Agencies to reduce facilities costs (i.e. Inventory Solutions, Site Audits). (Phase I)

The Region 4/OMNIA Partners contract will be highlighted and marketed. Affiliation information will be provided in the **HOW TO PARTICIPATE** section of the landing page.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Upon award, existing Grainger customers that are purchasing products under the existing Region 4 contract will be approached to transition to the new Master Agreement from the first day it takes effect.

New public entity customers seeking to use the Region 4 and OMNIA Partners Master agreement will execute an affiliation document. Affiliation declaration can be done electronically through:

1. Dedicated OMNIA Partners landing page
2. Grainger.com
3. Hard copy

Grainger will support all customers who choose to access our broad product line through the Region 4 / OMNIA Partners MRO Supplies contract.

Grainger holds other cooperative contracts. Please see Letter of Clarification.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

The current reciprocal Trademark License Agreement, allowing permission for reproduction consistent with Grainger's and OMNIA Partners guidelines, will be continued.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

Grainger will educate its Sales Team on the key features and benefits of the Region 4 and OMNIA Partners contracting process and the benefits of OMNIA Partners membership. Grainger requires that the Public Sector Sales Team members have knowledge of the following:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing

Competitive Market pricing – Grainger's prices for items sold to Buyer will not exceed the price for the same or similar items sold to other government customers for the same or similar quantities of product in a similar product mix, under the same or similar terms and conditions. Buyer acknowledges, however, that due to the vast number of items sold by Grainger and Grainger's extensive customer base, as well as the different ways customers structure requests for proposals and bids, Grainger cannot assure any buyer that items sold to other customers for products will not be sold at a better price or discount. Even within the Master Agreement, since Grainger will provide Customized Market Baskets as noted above, OMNIA Partners Participating Agencies will receive different pricing and discounts on products. This is also true for other customers.

- iii. No cost to participate

There is no cost to participate in the Region 4 – OMNIA Partners Master Agreement.

- iv. Non-exclusive

Grainger confirms understanding of the above statement.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
- iv. Knowledge of benefits of the use of cooperative contracts

Grainger's Customer Enablement Managers (CEMs) will educate the sales team on key features and the contract requirements for the Region 4 and OMNIA Partners Master Agreement. The Sales Team will embrace a working knowledge of the solicitation process, awareness of the range of Public Agencies that can use Region 4 and OMNIA Partners Master Agreement and its benefits.

A national kick off call will be held by the CEM to develop and present the sales team training plan. Grainger's national sales force will be trained through local, regional and national webinar sessions where all aspects of the new Region 4 / OMNIA Partners Master Agreement will be reviewed and discussed. In addition, Grainger will work with OMNIA to target specific markets for in-person kick off meetings.

Once implementation training is completed, regularly scheduled status meetings will be held throughout the life of the contract to gauge progress and resolve challenges. New Grainger team members will be provided background on the Master Agreement during these meetings. (Phase II)

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

Ron Price will manage all Grainger resources to support the Region 4/OMNIA Partners Master Agreement including marketing, sales, sales support, financial reporting and contracts.

Ron Price
Primary POC
Sr. Government Sales Manager
Email: ron.price@grainger.com
Phone: 979-224-6794



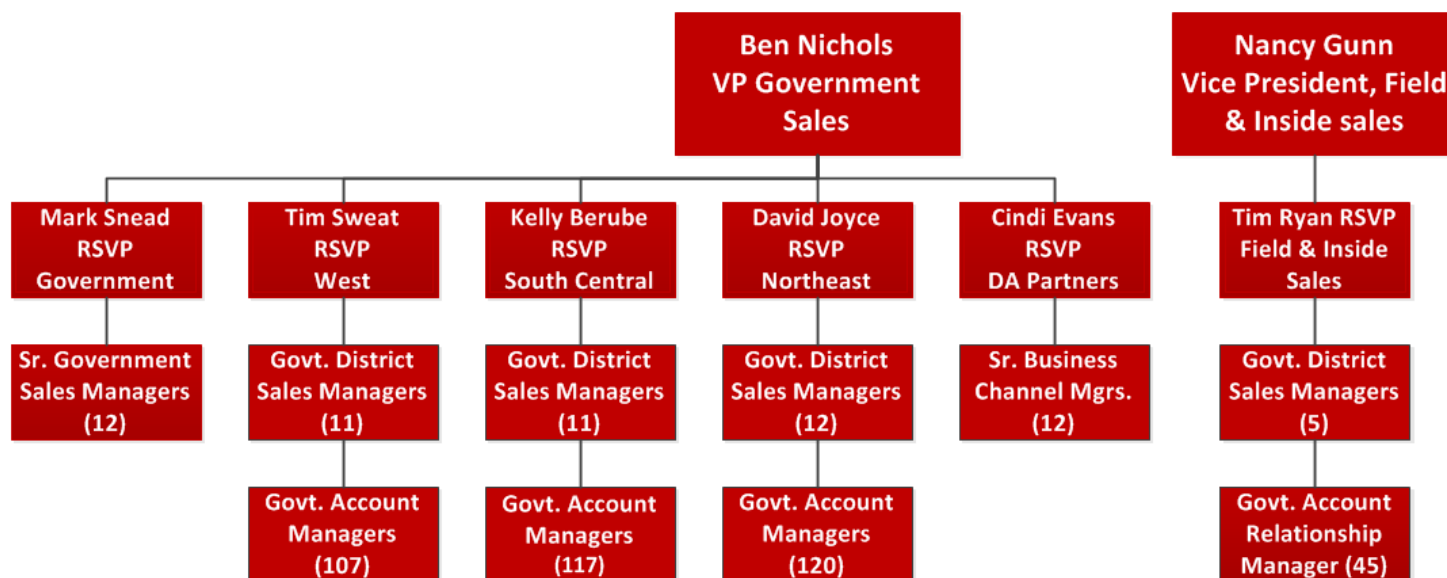
Grainger's Government Leadership Team and resources outlined below will support all aspects and requirements for the Region 4 / OMNIA Master Agreement.

Name	Title	Email	Phone
Executive Support			
Ben Nichols	VP, Government Sales	Benjamin.Nichols@grainger.com	847-535-1222
Mark Snead	Regional Sales VP Government Coops	Mark.Snead@grainger.com	804-332-1924
Kelly Berube	Regional Sales VP South	Kelly.Berube@grainger.com	281-650-4906
David Joyce	Regional Sales VP North	David.Joyce@grainger.com	610-383-1264
Tim Sweat	Regional Sales VP West	Tim.Sweat@grainger.com	214-274-2331
Coleen Marraitt	Director – South Central	Coleen.Marritt@grainger.com	678-551-4719
Tania Figueroa-Godoy	Director – North	Tania.Figueroa-Godoy@grainger.com	917-523-4836
Christopher Bader	Director – West	Christopher.Bader@grainger.com	916-606-8657
Marketing			
Raquel West	Marketing Program Manager	Raquel.Case@grainger.com	847-535-5133
Sales			
Ron Price	Sr. Government Sales Manager	Ron.Price@grainger.com	979-224-6794
Multiple (584)	Government Sales Team	Ron.Price@grainger.com	979-224-6794
Sales Support			
Contact Center	Government Customer Support	Support@grainger.com	800-GRAINGER
Financial Reporting			
Mark Haubrich	Manager, Reporting & Analytics	Mark.Haubrich@grainger.com	847-559-6352
John Sanecki	Sr. Reporting Analyst	John.Sanecki@grainger.com	847-559-6125
Account Payable			
AP Team	Government Accounts Payable	Support@grainger.com	800-GRAINGER
Contracts			
Ron Price	Sr. Government Sales Manager	Ron.Price@grainger.com	979-224-6794

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Part of Grainger's National Sales force includes Grainger's Government-Dedicated Sales Organization divided into 3 regions – West, South Central and Northeast. We have coverage in all time zones including 24/7 online, phone and email support. **Government-dedicated** Grainger sellers manage and service the contract through an **experienced team of over 560 government sellers**, throughout all 50 states, the District of Columbia, US Territories and outlying areas. Grainger provides full geographic coverage to all state, local, and education government Members.

Grainger's Government- Dedicated Team's structure is presented below.



Each Government Regional Sales Vice President leads a team of Government District Sales Managers. These District Sales Managers in turn lead a team of highly trained and experienced Account Managers. Together this Government team engages public sector agencies as how best to meet their MRO needs. Below is the Government Team leadership structure with contact information.

Key Regional Leadership			
Title	Name	Geography	Email / Phone
VP Government Sales	Ben Nichols 21 Years of Experience with Grainger • VP Government Sales • Regional Sales Vice President • Government Sales Manager	National	Benjamin.Nichols@grainger.com (847) 535-1222
Regional VP	Mark Snead 15 Years of Experience with Grainger • Sr. Director of Government Cooperatives • Regional Vice President, North Region • Vice President, Government Contracts	National	Mark.Snead@grainger.com (804) 332-1924
Regional VP	Kelly Berube 13 Years of Experience with Grainger • Director of Healthcare • District Sales Manager	South Central; NC, SC, GA, FL, AL, MS, LA, TX, KS, OK, , MO, TN	Kelly.Berube@grainger.com (281) 650-4906
Regional VP	David Joyce 26 Years of Experience with Grainger • Regional Sales Vice President • Sr. Director of Co-Operatives • Director, SE Government	Northeast; ME, NH, VT, MA, RI, CT, NY, NJ, PA, DE, MD, DC, VA, WV, NE, IA, IL, IN, MI, OH, KY	David.Joyce@grainger.com (610) 382-1264
Regional VP	Tim Sweat 13 Years of Experience with Grainger • Sr. Director of Sales • Director of Government Sales - West • District Sales Manager	West; AZ, NV, UT, MT, ID, WA, OR, CA, HI, AK, WY, CO, NM, ND, SD, MN, WI	Tim.Sweat@grainger.com (214) 274-2331
Regional VP	Tim Ryan 12 Years of Experience with Grainger • Director of Operations for Inside Sales and Territory Sales • Director of Operations for Manufacturing and Commercial • Area Sales Manager	US Field & Inside Govt. Sales	Timothy.1.Ryan@grainger.com (847) 793-5150
Regional VP	Cindi Evans 6 Years of Experience with Grainger • Regional Sales Vice President, Channel Development • Regional Sales Vice President, South Central • Regional Sales Vice President, West	Distributor Alliance Suppliers	Cindi.Evans@grainger.com (214) 395-6278

Beyond the Account Manager, any customer can contact the local Branch Manager and the branch staff for assistance. If a situation arises outside of normal business hours, Region 4, participating Public Agencies and OMNIA Members have access to the Grainger emergency line, 800-GRAINGER. This line is answered live 24/7 and a local branch manager will be contacted to immediately address the emergent need.

Grainger's Customer Service Representatives are available 24/7 via a toll-free number; fax and email in each time zone for Region 4 and OMNIA Members.

For Participating Entities with KeepStock® Inventory Management solutions, Grainger Team Members are available during normal business hours at member specific locations to help customers manage their inventory, place orders and provide other assistance as needed.

- I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

Grainger's primary Sr. Government Sales Manager Ron Price, will manage the following efforts:

1. Conduct regularly scheduled meetings with Region 4 and OMNIA Partners team and our account teams to ensure open communication and effective deployment of the strategy and related plans.
2. Facilitate monthly regional calls between Grainger and OMNIA Partners field sales to review affiliations, new targets and opportunities for improvement. Grainger will work with OMNIA to share enhanced programs specifically benefiting public sector customers.
3. Participate, with other Grainger representatives, in mutually agreed-upon Business Reviews with Region 4 and OMNIA Partners Participating Entities to review reports and align objectives.
4. Continue to enhance joint-marketing plan between Grainger and OMNIA Partners to target prospective customers.
5. Continue program marketing and participation in trade shows, conferences and other events to promote the contract.
6. Continue to collaborate and educate OMNIA Partners team members about all Grainger resources, solutions, and capabilities.
7. Engage Grainger Leadership and team members in fulfilling the responsibilities for the Master Agreement.

- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Grainger will continue to support our successful partnership with one point of contact who will manage the overall national program and all marketing and sales efforts for the term of the Master Agreement. This includes managing any and all resources contributing to the success of our new agreement. Grainger will activate pricing for affiliated customers within 48 hours and pursue all efforts for effective contract administration.

Grainger will continue to collaborate with OMNIA Partners and Participating Public Agencies on a comprehensive marketing communication plan, including objectives and target goals. The marketing communication plan will promote high awareness and usage of the Master Agreement by Participating Public Agencies in multiple channels such as collateral materials, e-mail communications, participation in trade shows and web content.

- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Grainger's Government and Public Agency business in 2018 totaled \$1.4 billion. Grainger has contracts with 50 States, numerous local governments, as well as in the Federal government.

The Government sales organization, in place since 2005, allows Grainger to focus on the unique needs of the government customer while gaining insight into, and expertise in, government procurement. Grainger's Government team members receive annual compliance training to ensure that they know and understand our customers' requirements and reflect our government sector ethical standards.

Grainger can provide names and addresses of top Government, Healthcare and Education customers upon contract award and permission is received from such customers to release this information, it is proprietary in character, which must be preserved.

- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Customers may choose to order over the Internet through Grainger.com, place an EDI order or order through a procurement solution such as Ariba, SAP, or Oracle.

Grainger.com allows users to find the products they need, compare like items, and purchase products efficiently. Users can access real time availability and track purchase history. This solution is available on a desktop computer and on mobile devices

Advanced Features of Grainger.com provide approval, spend limits, workflow, and reporting features to improve control over spend and enhance contract compliance.

Grainger Mobile App for iPhone and Android devices optimized for use on any smartphone. End-users have access to Grainger.com no matter the location: job site, truck, plant floor, and garage or maintenance shop. Using the mobile website or app, employees can log into their account, view pricing, confirm local product availability, approve pending orders, and check out – with the product ready for pickup at a Grainger branch or shipped directly to their office or job site.

eProcurement offers ability to integrate Grainger's General Catalog and buying process with customers' purchasing and ERP systems. Grainger connects to customers through electronic marketplaces, exchanges or enterprise purchasing software systems using universal technology standards such as EDI and cXML. Grainger also offers a shopping solution comprised of Grainger specific data deployed behind the customer's firewall.

Grainger.com: The benefits Grainger.com provides include:

- | | | |
|--|---|---|
| • Access to over 1.7 million products for each of your USA sites | • Order Confirmation and Shipment Notification Emails | • Product search capabilities and Matchmaker selection guidelines – |
| • Your specific Grainger Agreement pricing | • Order History | • Grainger branch locator – |
| • Ordering 24 hours per | • Click to Call/Chat | • Supplier Diversity Products |
| • Up-to-date pricing | • Budgeting per user | • Custom Product Center |
| • Item Comparison | • Auto Reorder | • Global Safety Data Sheets (GSDS) and Catalog requests – |
| • Product Availability | • Product Reviews and Ask & Answer | • Multiple users per customer account |
| • Easy and Secure Ordering | • eQuotes – | |
| • Order Status | • Product technical support | |

Enhanced Features: Grainger.com offers enhanced features for greater purchasing control and a customized experience. Customized spend management and order visibility functionality helps customers manage expenses more efficiently allowing particular order approval workflows and spend limits per user.

Grainger's SAP Enterprise Resource Planning (ERP) platform provides customer driven requirements, assisting internal oversight and supervision. Reporting and compliance structures are described below:

Workflow Management Controls: Customers can control and manage workflow and spend management when registered and logged into Grainger.com. Grainger's order management system allows greater purchasing control and visibility through customized spend management authorizations. Workflow controls are administered by the individual Purchasing Entity.

Grainger works during the implementation phase to determine the best way to create the user ids, approvers and workflow that meet your needs including:

- Establish an approval process for orders that exceed Member-specified dollar limits
- Set a budget for individual users on a per week, month or year and then track their spend with reporting
- Designate a specific users as default approvals
- Apply spend limits & default approvers across multiple users or groups of users
- Add notes to the order as it is sent for approval
- Modify delivery and payment information on orders submitted for approval
- Add, remove or change item quantities on orders submitted for approval
- Apply a payment method from your profile to a pending order
- Set order approval rules based on Market Basket items

Order Management Dashboard

Click edit to manage individual user settings and view the workflow relationships of that user. You can access other features using links at the top of the page.

Define spend limits per order, month, quarter or year. Add new spend limit amounts [here](#) or [apply existing limits to all users](#) on this account.

Filter By

Search by Last Name Show All Users

[View Workflow](#) | [Manage & Apply Spend / Approval Limits](#)

Name	Spend Limit	Total Amount Spent to Date	Item Approval	Approval Limit	Approvers	
Aaron, Hank LONGMONT, CO	\$1,000.00 per month	\$0.00	Requires Item Approval	\$1,000.00	Brees, Drew	Edit
Baez, Javy LINCOLNSHIRE, IL	\$1,000.00 per month					Edit
Belichick, Bill LINCOLNSHIRE, IL	\$250.00 per month					Edit
Bennett, Philip LINCOLNSHIRE, IL	\$250.00 per month					Edit
Bortles, Blake Lincolnshire, IL	All Orders Require Approval					Edit

Add & Apply Spend / Approval Limits To Multiple Users

Add Spend Limits

Spend Limit

Spending Period

Orders for more than this amount will require approval.

Current Limits

All orders require approval
Does not require approval

\$100.00 / quarter	edit	delete
\$250.00 / order	edit	delete
\$500.00 / month	edit	delete
\$500.00 / year	edit	delete
\$999.00 / order	edit	delete
\$1,000.00 / month	edit	delete
\$1,200.00 / month	edit	delete
\$2,500.00 / quarter	edit	delete
\$5,000.00 / month	edit	delete

Add Approval Limits

Approval Limit

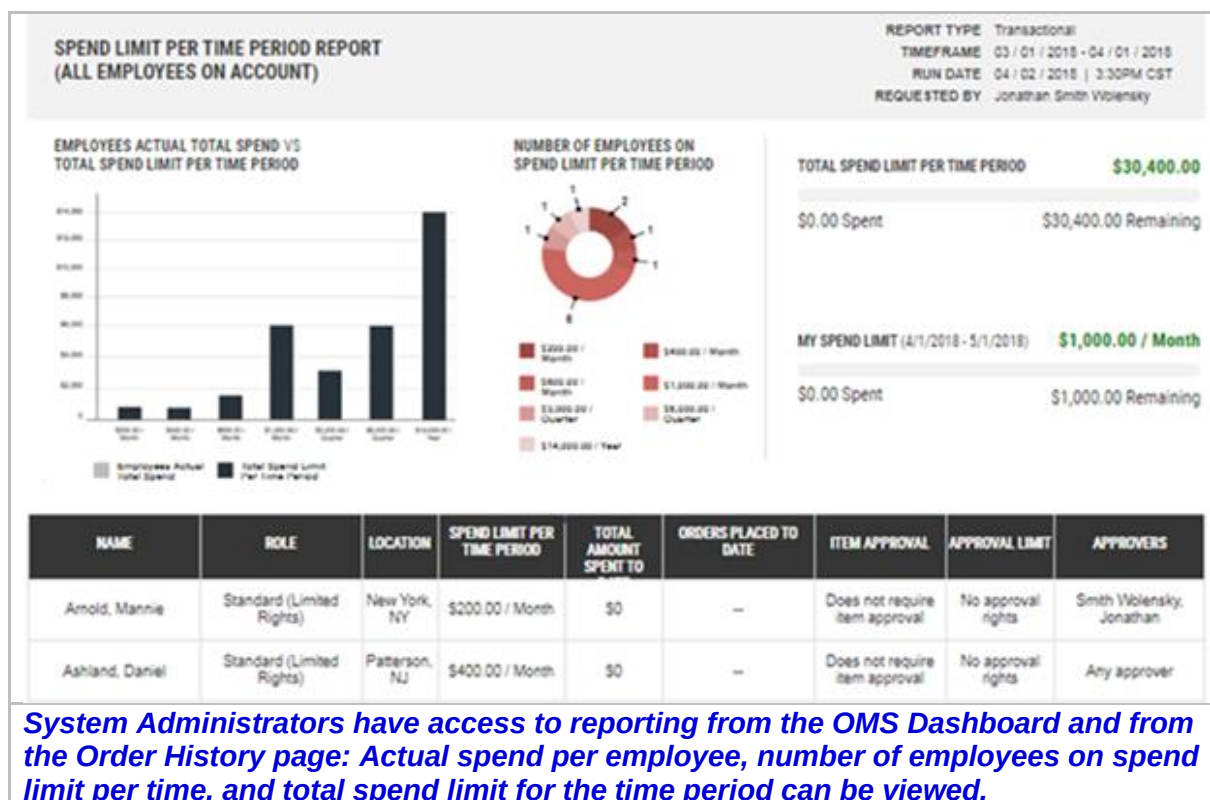
Orders for more than this amount will require additional approval.

Current Limits

No approval rights
Can approve any order

\$0.01 / order	edit	delete
\$500.00 / order	edit	delete
\$1,000.00 / order	edit	delete
\$1,500.00 / order	edit	delete

Administrators can assign spend limits per individual users with Grainger's Order Management Budgeting Feature.



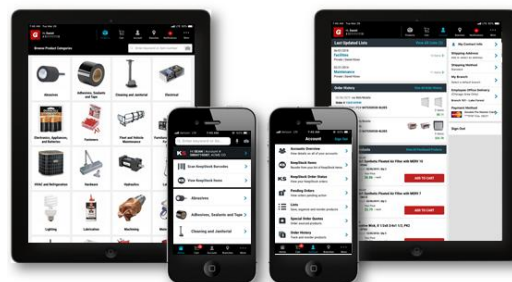
Other enhanced features include:

- **Custom Home Page and landing pages:** Grainger can customize the user experience by enabling customer specific content on the home page of Grainger.com. Grainger can set pages as the default landing page.
- **Personal & Shared Lists:** Grainger.com offers customers opportunity to create personalized lists of frequently purchased items and share with others on the account for simple repeat ordering.
- **Reporting (Order History Download):** Detailed order history information such as Order, Shipping, Payment, Product, Price/Quantity, Account Defaults is readily accessible.

Work Order Integration: Grainger.com can integrate Computerized Maintenance Management Systems (CMMS)/ Work Order systems with the purchasing process for reconciliation of purchases to work orders. This integration aligns work order data to product orders and packing slips for streamlined receiving and assigns product cost to the work order for a full view of project costs.

Integrations in several CMMS/work order systems allow users to click out to a Grainger site for shopping. Other integrations enable flat file transfers to automate reconciliation of work orders and purchases. Grainger's eCommerce Solutions Managers will assess current work order and purchasing processes to streamline the process.

Mobile Apps: The Grainger mobile app includes many capabilities of Grainger.com and several unique features for a mobile workforce. Customers can use the Grainger app to find product, view and share product details, purchase product, approve requisitions, check order status and history, chat with an agent for help and much more. Grainger has apps for iPhone, iPad and Android devices and a mobile optimized web page.



In addition to the advanced search features of Grainger.com, the Grainger mobile app includes barcode scanning, item number scanning, voice search and location-based lists to streamline purchasing of commonly used items. Users can establish KeepStock CMI programs and scan KS barcodes.

eProcurement solutions automate the purchase and invoicing of MRO purchases, eliminating many manual steps involved in processing transactions, and increasing data accuracy. With eProcurement, agencies control spend more effectively, increase the spend being managed, reduce purchasing agent overhead and improve requisition-to-order cost and cycle time. Grainger offers the following eProcurement solutions and services:

Electronic marketplaces: Grainger connects to customers through electronic marketplaces, exchanges, or enterprise purchasing software systems using universal technology standards, such as cXML. Customers can “Punch-Out” to Grainger’s online catalog, create a requisition and return the shopping cart back to the marketplace for review and approval.

Direct connections to customers’ Enterprise Resource Planning (ERP) systems: Grainger offers ability to integrate its General Catalog and buying process with customers’ purchasing and ERP systems. Customers seeking to “Punch-Out” directly from their ERP can access Grainger’s online catalog and return the shopping cart back to their purchasing system to manage the order workflow.

Grainger can provide Oracle R12. A scoping call with the Grainger e-business integration team can determine specific need and customization. Our experience with numerous customer platforms provides end-to-end integration capability to drive streamlined processes to achieve cost savings through productivity enhancements and reducing direct ordering cost.

Some of Grainger’s supported ERP and Supply Chain/Procurement Networks include:



Supported eProcurement Transactions: Grainger supports custom non-standard transactions on a per request basis, in addition to the following

standard transaction sets:

- Invoice - 810 ANSIx12, cXML, xCBL
- Payment (CTX Format ONLY) - 820 ANSIx12
- Remittance Advice - 824 ANSIx12
- Purchase Order - 850 ANSIx12, cXML, xCBL
- Purchase Order Acknowledgement - 855 ANSIx12, cXML, xCBL
- Ship/Bill Notice - 856 ANSIx12
- Functional Acknowledgement - 997 ANSIx12

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Please see Letter of Clarification.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Please see Letter of Clarification.

Detail Supplier's strategies under these options when responding to a solicitation.

EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

Requirements for National Cooperative Contract

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? **YES** RP Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? **YES** RP Initials of Authorized Representative of offeror

(C) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30

CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? **YES** RP Initials of Authorized Representative of offeror

(D) **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non

- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? **Yes it does** RP Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? **Yes it does** RP Initials of Authorized Representative of offeror

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply

Requirements for National Cooperative Contract

with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? **Yes it does** RP Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? **Yes it does** RP Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? **Yes it does** RP Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? **Yes it does** RP Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? **Yes it does** RP Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? **Yes it does** RP Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? **No it does not. Products can only be certified on an individual basis if applicable once inquiry is made to manufacturer for verification** RP Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? **Yes it does** RP Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? **No, Contractor only agrees to those clauses to which it has affirmatively responded** RP Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: W.W. Grainger, Inc.

Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 979-224-6794 Fax Number: NA

Printed Name and Title of Authorized Representative: Ron Price

Email Address: Ron.Price@grainger.com

Signature of Authorized Representative:  Date: November 21, 2019

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: W.W. Grainger, Inc.

Street: 100 Grainger Parkway

City, State, Zip Code: Lake Forest, IL 60045

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Ron Price, an authorized representative of W.W. Grainger, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

November 21, 2019
Date



Sr. Government Sales Manager
Authorized Signature and Title

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: W.W. Grainger, Inc.

Street: 100 Grainger Parkway

City, State, Zip Code: Lake Forest, IL 60045

State of Illinois

County of Lake Forest

I, Ron Price of
The W.W. Grainger, Inc. Lake Forest
Name City

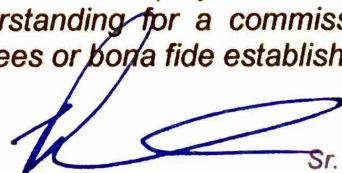
in the County of Lake Forest, State of
Illinois
of full age, being duly sworn according to law on my oath depose and say that:

I am the Sr. Government Sales Manager of the firm of W.W. Grainger, Inc.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

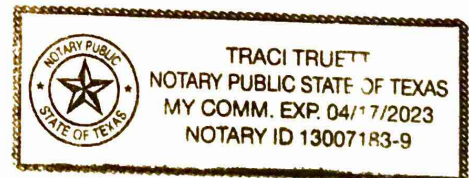
W.W. Grainger, Inc.
Company Name


Sr. Government Sales Manager
Authorized Signature & Title

Subscribed and sworn before me

this 4th day of Dec, 2019

Traci Truett
Notary Public of TEXAS
My commission expires 4/17/2023, 2023



SEAL

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**Company Name: W.W. Grainger, Inc.Street: 100 Grainger ParkwayCity, State, Zip Code: Lake Forest, IL 60045**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

November 21, 2019**Date**Sr. Government Sales Manager**Authorized Signature and Title**

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action

Requirements for National Cooperative Contract

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Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

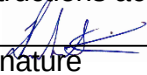
Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	W.W. Grainger, Inc.		
Address:	100 Grainger Parkway		
City:	Lake Forest	State: IL	Zip: 60045

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 Signature	Ron Price Printed Name	Sr. Government Sales Manager Title
--	---------------------------	---------------------------------------

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-
BASED, CUSTOMIZABLE FORM.**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

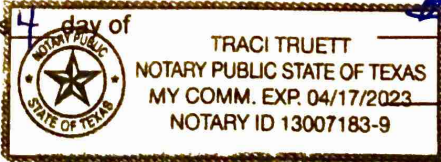
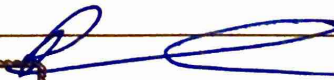
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>4</u> day of <u>DECEMBER</u> , 20 <u>19</u>		
(Notary Public) <u>Traci Truett</u>		<u>Ron Price Sr. GSM</u> (Affiant) (Print name & title of affiant)
My Commission expires: <u>4/17/23</u>		(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: RFP 19-20

Bidder/Officer: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Officer _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Officer Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Ron Price

Signature: _____

Title: Sr. Government Sales Manager

Date: 12-4-2019

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: W, W. GRAINGER, INC.
Trade Name:
Address: 100 GRAINGER PKWY
LAKE FOREST, IL 60045-5201
Certificate Number: 0092081
Effective Date: August 08, 1946
Date of Issuance: August 14, 2008

For Office Use Only:
20080814162754681

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-DEC-2018** to **15-DEC-2021**

W. W. GRAINGER, INC.
100 GRAINGER PARKWAY
LAKE FOREST

IL 60045 5201



A handwritten signature in black ink, reading "Elizabeth Maher Muoio", is written over the printed name.

ELIZABETH MAHER MUOIO
State Treasurer

EXHIBIT H

ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF FOREST GROVE, OR

CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT

BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT

GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT

MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT

SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR

HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFORCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT

COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT

COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR

BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR

CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR

COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR

ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR

HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR

HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR

JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR

LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR

MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR

MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKE CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR

NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR

NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D. OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR

PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR

PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR

PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR

REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR

SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR

SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR

STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR

TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR

UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR

WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE

DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J

LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J

SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT

LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT

OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT

UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY

XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION

OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Appendix

Please see the following documents in the Appendix:

Exhibit #	Name	Page Referenced
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Grainger Value Added Services

Service Description	Value Add	Fee-Based
Consulting Services	•	
KeepStock Inventory Management Solutions		
KeepStock Customer Managed Inventory (CMI) Solution	•	
KeepStock Onsite Inventory Solution (VMI)	•	
KeepStock Secure Vending Solutions	•	
Managed MRO Solution		•
KeepStock Organize		•
Layout		•
Cleanup		•
Content		•
KeepStock Crimper	•	
Lighting Services		•
eCommerce & eProcurement Solutions		
Punch Out Catalog	•	
Integration to Market Place or ERP	•	
Landing Page or Custom Home Page	•	
Training (Onsite – Webinar – Materials)	•	
Order Management System	•	
Safety Services, Solutions & Assessments		
Field Safety Specialist Support & Assessments	•	
Online Safety Solution Center	•	
Grainger Online Safety Solution Center	•	
Ask an Expert	•	
Safety Record	•	
Managed Footwear Program		
Online Footwear Program	•	
Shoemobile Solution♦	•	
Onsite Footwear Store♦	•	
Eyewear Solution		
Eyelation♦	•	
Hoya♦	•	
Safety Assessments, Testing & Audits		
Arc Flash Analysis		•
AED Inspection Services		•
Audiometric Testing/Re-Testing		•
Behavioral Health Safety Risk Assessment		•
Bio Safety Solutions		•
Combustible Dust Surveys		•
Confined Space Identification/Audits		•
Crane & Hoist Inspections		•
Electrical Safety Assessments		•
Emergency Eye Wash Station Assessments & Inspections		•
Employee Exposure Monitoring		•

♦No charge solutions with qualifying purchases

1

Services list is accurate as of 0819 – Services are continually added, and fee status may change.

Note: This document is for use in proposal responses only.

Service Description	Value Add	Fee-Based
Environmental Compliance Audits		•
Fall Protection Training (Basic)	•	
Safety Paint Assessment	•	
Hand Protection & Glove Program	•	
Ergonomic Matting Assessment	•	
Slips Trips and Falls Assessment	•	
Hearing Protection & Conservation Training	•	
Ergonomics Assessments		•
Fall Protection Assessments/Audits		•
Fire and smoke damper inspection & repairs		•
Fire and smoke door inspection & repairs		•
Fire Extinguisher Inspections & Service		•
Fire Protection Assessment & Testing (sprinkler systems)		•
Fire: Sprinkler Line Compliance Management & repairs		•
Firestop and fire barrier inspection & repairs		•
Fleet Safety Assessments		•
Food Safety Compliance/Certification Assessments (FDA/FSMA, HACCP, GFSI)		•
Heat Stress Assessment (Hot & Cold)		•
Hearing - Ear Fit Test		•
Hearing Loss Determinations (Work Related) - Audiologist reviewed		•
Hose Washdown Station - Inspection & Repair Services		•
Indoor Air Quality Assessments		•
Industrial Hygiene Assessments		•
Job Hazard Analysis		•
Lifting & Rigging Site Assessments		•
Ladder Inspection Services		•
Lockout/Tagout Assessments		•
Machine Guarding Audits		•
Management System Assessments, Integration & Certification Preparation (ISO9001/14001/22001/45001, OHSAS18001)		•
Mock CARF Audits		•
Mock MSHA Audits		•
Mock OSHA Audits		•
Mock TJC Audits		•
Noise Surveys (Sound Survey)		•
Online Respirator Medical Clearance Testing		•
OSHA RecordKeeping Assessments		•
OSHA Violation Counseling		•
Photo luminescent markings inspection & installation		•
PPE Assessments		•
Pulmonary Function Testing		•
Rigging & Sling Inspections		•
Respirator Fit Testing		•

◆No charge solutions with qualifying purchases

2

Services list is accurate as of 08-19 – Services are continually added, and fee status may change.

Note: This document is for use in proposal responses only.

Service Description	Value Add	Fee-Based
Respirator Fit Testing (Medical Health Questionnaire) - Physician reviewed		•
Silica Dust Exposure Compliance		•
Sustainability Assessments		•
Survey & Analysis of Building Water Systems		•
Ventilation System Testing		•
Vision Screening		•
Business Continuation Plan		•
Emergency Evacuation Plans		•
Equipment Specific Procedure Development (Confined Space)		•
Equipment Specific Procedure Development (Electrical Safety)		•
Equipment Specific Procedure Development (Environmental Safety Hazards)		•
Equipment Specific Procedure Development (Fall Protection)		•
Equipment Specific Procedure Development (Lockout/Tagout)		•
Equipment Specific Procedure Development (Medical & First Aid)		•
Equipment Specific Procedure Development (Occupational Health Hazards)		•
EHS Management System Program Development (ISO9001/14001/22001/45001, OHSAS18001)		•
Food Safety Program Development & Qualification		•
LINK360 - Safety Compliance Software (Brady)		•
eLOTO Procedure Writing Software (Master Lock)		•
Process Safety Management		•
Speaking Engagements		•
VPP Management Solutions Assistance		•
Written Safety Program Development		•
Aerial Lift Training		•
Asbestos Awareness Training		•
Arc Flash (NFPA 70E) Training		•
Bloodborne Pathogens Training		•
CFR 49 Hazmat Transportation Training		•
Class 3b and Class 4 Laser Safety Training		•
Radiation Safety Officer (RSO) training		•
Compressed Gas Cylinder Safety Training		•
Confined Space Entry & Rescue Training		•
Crane Operator Safety Training		•
Crane, Sling & Rigging Training		•
Driver /Fleet Safety Training		•
Electrical Safety Training		•
Ergonomics Awareness Training		•
Excavation/Trenching Training		•
Fall Protection Training		•
Fire Barrier Management Training		•
Fire Extinguisher Training		•

♦No charge solutions with qualifying purchases

3

Services list is accurate as of 08-19– Services are continually added, and fee status may change.

Note: This document is for use in proposal responses only.

Service Description	Value Add	Fee-Based
First Aid/CPR/AED Training		•
Mock TJC Audits		•
Noise Surveys (Sound Survey)		•
Online Respirator Medical Clearance Testing		•
OSHA Record Keeping Assessments		•
OSHA Violation Counseling		•
Photo luminescent markings inspection & installation		•
PPE Assessments		•
Pulmonary Function Testing		•
Rigging & Sling Inspections		•
Respirator Fit Testing		•
Respirator Fit Testing (Medical Health Questionnaire) - Physician reviewed		•
Silica Dust Exposure Compliance		•
Sustainability Assessments		•
Survey & Analysis of Building Water Systems		•
Ventilation System Testing		•
Vision Screening		•
Business Continuation Plan		•
Emergency Evacuation Plans		•
Equipment Specific Procedure Development (Confined Space)		•
Equipment Specific Procedure Development (Electrical Safety)		•
Equipment Specific Procedure Development (Environmental Safety Hazards)		•
Equipment Specific Procedure Development (Fall Protection)		•
Equipment Specific Procedure Development (Lockout/Tagout)		•
Equipment Specific Procedure Development (Medical & First Aid)		•
Equipment Specific Procedure Development (Occupational Health Hazards)		•
EHS Management System Program Development (ISO9001/14001/22001/45001, OHSAS18001)		•
Food Safety Program Development & Qualification		•
LINK360 - Safety Compliance Software (Brady)		•
eLOTO Procedure Writing Software (Master Lock)		•
Process Safety Management		•
Speaking Engagements		•
VPP Management Solutions Assistance		•
Written Safety Program Development		•
Aerial Lift Training		•
Asbestos Awareness Training		•
Arc Flash (NFPA 70E) Training		•
Bloodborne Pathogens Training		•
CFR 49 Hazmat Transportation Training		•
Class 3b and Class 4 Laser Safety Training		•
Radiation Safety Officer (RSO) training		•

◆No charge solutions with qualifying purchases

4

Services list is accurate as of 08-19 – Services are continually added, and fee status may change.

Note: This document is for use in proposal responses only.

Service Description	Value Add	Fee-Based
Compressed Gas Cylinder Safety Training		•
Confined Space Entry & Rescue Training		•
Crane Operator Safety Training		•
Crane, Sling & Rigging Training		•
Driver /Fleet Safety Training		•
Electrical Safety Training		•
Ergonomics Awareness Training		•
Excavation/Trenching Training		•
Fall Protection Training		•
Fire Barrier Management Training		•
Fire Extinguisher Training		•
First Aid/CPR/AED Training		•
Food Program Training (FDA/FSMA, FSSC22000, GFSI, GMPs, SQF)		•
Forklift Lift Training		•
HACCP/Preventive Controls Training		•
HAZWOPER 40/24/8/ Training		•
Hearing Protection Training		•
Hot Work Training (Welding, Oil & Gas)		•
Lockout/Tagout Training		•
Machine Guarding Training		•
Manual Material Handling (MMH)		•
Medical Gas Maintenance Personnel Certification Training (ASSE 6040)		•
OSHA 10/30 Training		•
OSHA Hazard Communication (HAZCOM/GHS) Training		•
RCRA training - Solid and hazardous waste disposal		•
Respirator Training		•
Safety Culture Training		•
Scaffolding Training		•
Toolbox Talks		•
Fall Protection Assessments/Audits		•
Fall Protection Inspections - Harnesses, etc.		•
		•
Fall Protection – Install 3M Flexiguard		•
Engineered Fall Protection (Use 3M Product)		•
Engineered Fall Protection (Use FallTech Product)		•
Engineered Fall Protection (Use Honeywell Product)		•
Engineered Fall Protection (Use MSA Product)		•
Engineered Fall Protection (Use Any Product Supplier)		•
Emergency Preparedness Services		
Open Branch for emergency requirements	•	
Aggression Management Training		•
Behavioral Health Product Installation		•
Emergency Management Program Assessment (accreditation audit)		•
Hazardous Materials Awareness Level Training		•

♦No charge solutions with qualifying purchases

5

Services list is accurate as of 08-19 – Services are continually added, and fee status may change.

Note: This document is for use in proposal responses only.

Service Description	Value Add	Fee-Based
Healthcare All-Hazards Evacuation Plan		•
Healthcare All-Hazards Evacuation Training		•
Healthcare Business Continuity Planning (Continuity of Operations Plan)		•
Healthcare Evacuation Exercise		•
Healthcare Security Assmt (Focused-Full)		•
Hospital Command Center (HCC) Workshop		•
Hospital Decontamination Practical Exercise		•
Hospital First Receiver Decontamination Training		•
Hospital Incident Command System (HICS) Essentials Training		•
Hospital Incident Command System (HICS) Workshop		•
Loss of Community Support (96 Hour) Plan		•
Active Shooter Practical Exercise		•
Active Shooter Training		•
Business Continuity Planning Workshop		•
Emergency Operations Plan		•
Homeland Security Exercise Evaluation Program (HSEEP) Exercises		•
Incident Command System (ICS) Training		•
Incident & Inspection Management (iCertainty)		•
Pandemic Response/Personal Protective Equipment Training		•
VersaTrak system installation, training and technical support services		•
EnviroTrak system installation, training and technical support services		•
Technical Services Training		
Electrical Engineering Services - Arc Flash Analysis		•
Electrical Maintenance & Testing - Spare Parts		•
Compliance – Electrical: 1910.269 Electrical Safety for Power Generation, Transmission & Distribution		•
Compliance – Electrical: 2015 NFPA 70E/Arc Flash Electrical Safety		•
Compliance – Electrical: 2018 NFPA 70E/Arc Flash Electrical Safety		•
Compliance – Electrical: 2017 National Electrical Code		•
Compliance - Electrical: Electrical Safety: Practical Skills for Switchgear		•
Compliance – Electrical: Electrical Systems in Hazardous Locations		•
Compliance – Electrical: Grounding & Bonding of Electrical Systems		•
Compliance – Electrical: Grounding & Bonding for Vacuum Trucks		•
Compliance – Electrical: NFPA 101: Life Safety Code® 2012 Edition		•
Compliance – Electrical: NFPA 99: Standard for Health Care Facilities 2012 Edition		•
Compliance – Electrical: National Electric Safety Code		•
Compliance – Electrical: NFPA 99: Standard for Health Care Facilities 2012 Edition		•
Compliance – Electrical: NFPA 101: Life Safety Code® 2012 Edition		•
Compliance – Electrical: NFPA 110: Emergency and Standby Power Systems		•
Compliance – Electrical: NFPA 70B: Electrical Equipment Maintenance		•
Compliance – Electrical: NFPA 72: National Fire Alarm & Signaling		•

♦No charge solutions with qualifying purchases

Services list is accurate as of 08-19 – Services are continually added, and fee status may change.

Note: This document is for use in proposal responses only.

Service Description	Value Add	Fee-Based
Code 2019 Edition		
Compliance – Electrical: NFPA 79: Electrical Standard for Industrial Machinery 2018 Edition		•
Compliance – Electrical: NICET Levels I & II		•
Compliance – Mechanical: Confined Space Entry		•
Compliance – Mechanical: DOT Hazardous Materials		•
Compliance – Mechanical: Hazardous Waste Operations (HAZWOPER)		•
Compliance – Mechanical: Hoisting and Rigging		•
Compliance – Mechanical: Uniform Plumbing Code		•
Electrical - Advanced Transformers Maintenance & Testing		•
Electrical - Battery Maintenance & Testing		•
Electrical - Cable Fault Location & Tracing		•
Electrical - Cable Splicing & Termination Medium Voltage		•
Electrical - Cable Testing & Diagnostics		•
Electrical - Circuit Breaker Maintenance Low & Medium Voltage		•
Electrical - Electric Motors: Understanding & Troubleshooting		•
Electrical - Electrical Maintenance & Testing Training		•
Electrical - Electrical Print Reading		•
Electrical - Fiber Optic Training		•
Electrical - Industrial Electricity Basics		•
Electrical - Industrial Electronics & Circuits		•
Electrical - Infrared Thermography		•
Electrical - Instrumentation & Process Control		•
Electrical - Microprocessor Based Protective Device Distribution/Industrial		•
Electrical - Microprocessor Based Protective Device Generation		•
Electrical - PLC: Siemens Step 7		•
Electrical - PLC: Allen-Bradley ControlLogix		•
Electrical - PLC: Automation Systems		•
Electrical - PLC: Programmable Logic Controllers		•
Electrical - Power Factor Testing		•
Electrical - Power Quality Harmonics		•
Electrical - Protective Relay Maintenance Basic & Advanced (mechanical)		•
Electrical - Protective Relay Maintenance Generator		•
Electrical - Protective Relay Maintenance Solid State		•
Electrical - Substation Maintenance 1 & 2		•
Electrical - Transformer Maintenance & Testing		•
Electrical - Troubleshooting Electrical Control Circuits		•
Electrical - Tuning DDC/Process Control Loops		•
Electrical - Variable Frequency Drives		•
HVAC - Advanced Air Conditioning & Refrigeration		•
HVAC - Air Conditioning & Refrigeration		•
HVAC - Balancing of Water and Air Systems		•
HVAC - Boilers: A Technical and Operational Workshop		•

◆No charge solutions with qualifying purchases

7

Services list is accurate as of 08-19 – Services are continually added, and fee status may change.

Note: This document is for use in proposal responses only.

Service Description	Value Add	Fee-Based
HVAC - Brazing for HVAC Basic/Advanced		•
HVAC - Heating and Ventilation		•
Mechanical - Ball Screw Applications and Techniques		•
Mechanical - Bearings and Lubrication Principles		•
Mechanical - Centrifugal Pumps		•
Mechanical - CNC: Computer Numeric Controls – Troubleshooting		•
Mechanical - Hydraulics Training & System Troubleshooting		•
Mechanical - Machine Tool Alignment: 3-Axis Alignment		•
Mechanical - Machine Tool Alignment: 5-Axis Alignment		•
Mechanical - Machine Tool Alignment: Concepts		•
Mechanical - Machine Tool Alignment: Positioning and Accuracy		•
Mechanical - Mechanical Drives/Power Transmission		•
Mechanical - Pneumatic - Electro-Pneumatics Training		•
Mechanical - Shaft Alignment w/ Laser Alignment		•
Mechanical - Welding Certification, Principles and Procedures		•
Compliance - Mechanical: Occupational Exposure Hazardous Chemicals in Labs		•
Mechanical - Vibration Analysis		•
Facility Roofing Services		
Air Barrier Audits		•
Infrared Scan		•
OLI Services		•
Patch & Repair		•
Roof Cleaning		•
Roof Restoration		•
Rooftop Safety Installation		•
Tremcare Warranty		•
Ceiling Tile Installation/Replacement		•
Lab Services		
Lab Furniture Assembly and Installation		•
TV Furniture Assembly and Installation		•
Energy Services		
Water Conservation		•
Midstream Utility Rebate Incentives		•
System Studies		•
Compressed Air System		
Dust Collection System		
Steam Trap Assessments		•
Environmentally Preferred Product Services and Training		
Diversey / Greenguard Certification	•	
Diversey / Floor Care Productivity Survey	•	
Georgia-Pacific / Dispenser Refurbish, Recycle, Reuse (RRR) Program	•	
Georgia-Pacific / LEED® Calculator & LEED® Reporting	•	
Georgia-Pacific / Battery Recycling Program	•	
GOJO / Dispenser Disposal & Recovery	•	

◆No charge solutions with qualifying purchases

8

Services list is accurate as of 08-19 – Services are continually added, and fee status may change.

Note: This document is for use in proposal responses only.

Service Description	Value Add	Fee-Based
GOJO / Pre-Installation Site Survey	•	
Rubbermaid / Innovative Solutions Mobile Showroom	•	
Rubbermaid / Recycling Solutions	•	
Rubbermaid / Waste Audits	•	
Rubbermaid / Site Assessments & ROI Calculators	•	
Rubbermaid / LEED® Certification Support	•	
New Pig Spill Preparedness Program	•	
Diversey / Greenguard Certification	•	
Diversey / Floor Care Productivity Survey	•	
Georgia-Pacific / Dispenser Refurbish, Recycle, Reuse (RRR) Program	•	
Georgia-Pacific / LEED® Calculator & LEED® Reporting	•	
Georgia-Pacific / Battery Recycling Program	•	
GOJO / Dispenser Disposal & Recovery	•	
GOJO / Pre-Installation Site Survey	•	
Rubbermaid / Innovative Solutions Mobile Showroom	•	
Rubbermaid / Recycling Solutions	•	
Rubbermaid / Waste Audits	•	
Rubbermaid / Site Assessments & ROI Calculators	•	
Rubbermaid / LEED® Certification Support	•	
New Pig Spill Preparedness Program	•	
Diversey / Greenguard Certification	•	
Diversey / Floor Care Productivity Survey	•	
Georgia-Pacific / Dispenser Refurbish, Recycle, Reuse (RRR) Program	•	
Georgia-Pacific / LEED® Calculator & LEED® Reporting	•	

♦No charge solutions with qualifying purchases

Services list is accurate as of 08-19 – Services are continually added, and fee status may change.

Note: This document is for use in proposal responses only.

GRAINGER SERVICES NETWORK

TECHNICIAN SKILL & SAFETY TRAINING

Take advantage of quality training seminars led by an industry-experienced, certified team of third-party instructors. Participants receive hands-on safety and industrial skills development that can be applied on the job immediately. Training can be scheduled on-site at customer locations or off-site at scheduled locations across the U.S.

COMPLIANCE – ELECTRICAL

1910.269 Electrical Safety for Power Generation, Transmission & Distribution
2015 NFPA 70E/Arc Flash Electrical Safety
2017 National Electrical Code (NEC)
2017 NEC: Changes & Updates
2018 NFPA 70E/Arc Flash Electrical Safety: Awareness
2018 NFPA 70E/Arc Flash Electrical Safety: Changes
2018 NFPA 70E/Arc Flash Electrical Safety: Qualified Worker
Electrical Safety: Practical Skills for Switchgear
Electrical Systems in Hazardous Locations
Grounding & Bonding for Vacuum Trucks
Grounding & Bonding of Electrical Systems
National Electric Safety Code
NFPA 101: Life Safety Code®: 2012 Edition
NFPA 110: Emergency & Standby Power Systems
NFPA 70B: Electrical Equipment Maintenance
NFPA 72: National Fire Alarm & Signaling Code: 2019 Edition
NFPA 79: Electrical Standard for Industrial Machinery: 2018 Edition
NFPA 99: Standard for Healthcare Facilities: 2012 Edition
NICET Levels I & II

COMPLIANCE – MECHANICAL

Confined Space Entry
DOT Hazardous Materials
HAZWOPER: Operations (8 hr.)
HAZWOPER: Refresher (8 hr.)
HAZWOPER: Site Worker (40 hr.)
HAZWOPER: Technician & Specialist (24 hr.)
Hoisting & Rigging
Occupational Exposure to Hazardous Chemicals in Laboratories
OSHA 10-Hr. Training
OSHA 30-Hr. Training
Uniform Plumbing Code

ELECTRICAL

Advanced Transformers Maintenance & Testing
Battery Maintenance & Testing
Cable Fault Location & Tracing
Cable Splicing & Termination Medium Voltage
Cable Testing & Diagnostics
Circuit Breaker Maintenance Low & Medium Voltage
Electric Motors: Understanding & Troubleshooting
Electrical Maintenance & Testing Training
Electrical Print Reading
Fiber Optic Training
Industrial Electricity Basics
Industrial Electronics & Circuits
Infrared Thermography
Instrumentation & Process Control
Microprocessor-Based Protective Device Distribution/Industrial
Microprocessor-Based Protective Device Generation
PLC: Siemens Step 7
PLC: Allen-Bradley ControlLogix®
PLC: Automation Systems
PLC: Programmable Logic Controllers
Power Factor Testing
Power Quality Harmonics
Protective Relay Maintenance Basic & Advanced (Mechanical)
Protective Relay Maintenance Generator
Protective Relay Maintenance Solid State
Substation Maintenance 1 & 2
Transformer Maintenance & Testing
Troubleshooting Electrical Control Circuits
Tuning DDC/Process Control Loops
Variable Frequency Drives

HVAC

Advanced Air Conditioning & Refrigeration
Air Conditioning & Refrigeration
Balancing of Water & Air Systems
Boilers: A Technical & Operational Workshop
Brazing for HVAC: Basic & Advanced
Heating & Ventilation

MECHANICAL

Ball Screw Applications & Techniques
Bearings & Lubrication Principles
Centrifugal Pumps
CNC: Computer Numeric Controls – Troubleshooting
Hydraulics Training & System Troubleshooting
Machine Tool Alignment: 3-Axis Alignment
Machine Tool Alignment: 5-Axis Alignment
Machine Tool Alignment: Concepts
Machine Tool Alignment: Positioning & Accuracy
Mechanical Drives/Power Transmission
Pneumatic: Electro-Pneumatics Training
Shaft Alignment with Laser Alignment
Vibration Analysis
Welding Certification, Principles & Procedures



CONTACT YOUR GRAINGER REP FOR DETAILS, AVAILABILITY & ELIGIBILITY

AVAILABLE THROUGH

GRAINGER

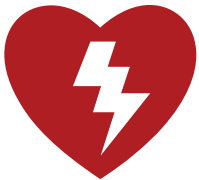
FOR THE ONES WHO GET IT DONE

GRAINGER.COM® | 1.800.GRAINGER

Medical Emergency Response Education

Put your medical emergency response education in good hands. Our instructors are experienced industry professionals, including EMTs, paramedics and nurses, with extensive field knowledge to pass on to students. Through an instructor add-on course or online training portal, users will gain access to the training course with the ability to take the course on ANY mobile device, tablet, or pc with internet connection. These training courses are designed for those needing to complete a yearly refresher course or new certification.

AED Training



The Red Cross AED (Automated External Defibrillator) training course is designed to prepare you to recognize and take action during a variety of AED use situations including unconscious persons or heart attack/sudden cardiac arrest or other non-breathing emergencies that need CPR and AED use. OSHA compliant with 2-year completion certificate.

Bloodborne Pathogen Training



This standard Universal Precautions and Bloodborne Pathogen (BBP) training course is designed to prepare you to recognize and take action and protect yourself and others during a variety of potential BBP Exposure situations. OSHA compliant with 2-year completion certificate.

CPR Training



The Red Cross CPR Course is designed to provide Sudden Cardiac Arrest, Heart Emergencies, Choking, & AED use training and skills. This OSHA and NFPA70E training course is designed for those needing to complete a yearly refresher course or new certification. ECC Guidelines compliant with 2-year completion certificate.

First Aid Training



The Red Cross First Aid Course will prepare you to recognize and take action during a variety of First aid Injury, Trauma, Medical & Environmental or Exposure situations. This OSHA compliant course includes stroke, diabetes, bites/stings, seizures, lifesaving trauma basic life support tips and treatment, shock management, and more.

Courses Available	Onsite	Online	Blended*
BBP		X	
BBP/First Aid	X	X	
BBP/FIRST AID/CPR/AED	X	X	X
CPR/AED	X	X	X

**Online training followed by onsite skills & drill training*

For more information, contact Grainger rep or call 1-800-GRAINGER



American
Red Cross



ThinkSafe
Making Minutes Matter.

IS YOUR SCHOOL SECURE?

Keeping your school safe is no easy task. Let Grainger help. We carry a variety of safety solutions to help create a safer learning environment for your students and staff.



PUBLIC ADDRESS SYSTEMS



SAFETY ALARMS & WARNINGS



ELECTRONIC SIGN BOARDS



TWO-WAY RADIOS



METAL DETECTORS



SECURITY



SAFETY



PUBLIC SAFETY



EXIT SIGNS

Contracts and Partnership

As one of the national suppliers of safety products, Grainger also partners with the industry's top manufacturers and suppliers

Control Your Inventory **KeepStock**

A Managed Inventory Solution

Keeping your school safe means you need the right safety products, in the right place, at the right time. Let Grainger KeepStock® solutions help you save time and money managing your department's safety inventory.

Visit grainger.com/keepstock to learn more.

Visit grainger.com/primaryeducation today for a complete list of primary education products.

IS YOUR SCHOOL SECURE?

55%

OF RESPONDENTS

from higher ed and K-12 schools in a recent Campus Safety Magazine survey say they are "somewhat unsatisfied" or "very unsatisfied" with the amount of safety and security training their campus/district administrators, teachers, faculty and staff receive.

UNAUTHORIZED ENTRANCE

was achieved through access points other than a designated main entrance in 96% of the facilities inspected during a recent study of schools in Idaho.



VIOLENT INCIDENTS

One or more were recorded annually in 74% of the schools from the Idaho study and 44% experienced one or more thefts.

NONFATAL VICTIMIZATIONS

The same Idaho study reported 29% of students (ages 12-18) reported 29% more nonfatal victimizations at school than away from school.

ACTIVE SHOOTER EVENTS

The FBI reports that from 2000 to 2012, the rate of active shooter incidents in the United States increased with schools being the second most common location of attacks.



TRENDING TOWARD SECURITY



The National Center for Education Statistics reports:

- In U.S. public schools, between 2000 and 2010, controlled access to buildings during school hours increased from 75% to 92%.
- Controlled access to school grounds rose from 34% to 46%. Schools requiring faculty to wear badges or picture ID's increased from 25% to 63%.
- And the use of one or more security cameras to monitor schools jumped from 19% to 61%.

SOURCES: The National Center for Education Statistics, Federal Bureau of Investigation, Campus Safety Magazine

GRAINGER
FOR THE ONES WHO GET IT DONE

IS YOUR CAMPUS SECURE?



Keeping your campus safe is no easy task. Let Grainger help. We carry a variety of safety solutions to help create a safer learning environment for your students and staff.



PUBLIC ADDRESS SYSTEMS



SAFETY ALARMS & WARNINGS



ELECTRONIC SIGN BOARDS



TWO-WAY RADIOS



METAL DETECTORS



SECURITY



SAFETY



PUBLIC SAFETY



EXIT SIGNS

Contracts and Partnership

As one of the national suppliers of safety products, Grainger also partners with the industry's top manufacturers and suppliers

Control Your Inventory

KeepStock
A Managed Inventory Solution

Keeping your campus safe means you need the right safety products, in the right place, at the right time. Let Grainger KeepStock® solutions help you save time and money managing your department's safety inventory.

Visit grainger.com/keepstock to learn more.

Visit grainger.com/highereducation today for a complete list of higher education products.

IS YOUR SCHOOL SECURE?

55%

OF RESPONDENTS

from higher ed and K-12 schools in a recent Campus Safety Magazine survey say they are "somewhat unsatisfied" or "very unsatisfied" with the amount of safety and security training their campus/district administrators, teachers, faculty and staff receive.

UNAUTHORIZED ENTRANCE

was achieved through access points other than a designated main entrance in 96% of the facilities inspected during a recent study of schools in Idaho.



VIOLENT INCIDENTS

One or more were recorded annually in 74% of the schools from the Idaho study and 44% experienced one or more thefts.

NONFATAL VICTIMIZATIONS

The same Idaho study reported 29% of students (ages 12-18) reported 29% more nonfatal victimizations at school than away from school.

ACTIVE SHOOTER EVENTS

The FBI reports that from 2000 to 2012, the rate of active shooter incidents in the United States increased with schools being the second most common location of attacks.



TRENDING TOWARD SECURITY



The National Center for Education Statistics reports:

- In U.S. public schools, between 2000 and 2010, controlled access to buildings during school hours increased from 75% to 92%.
- Controlled access to school grounds rose from 34% to 46%. Schools requiring faculty to wear badges or picture ID's increased from 25% to 63%.
- And the use of one or more security cameras to monitor schools jumped from 19% to 61%.

SOURCES: The National Center for Education Statistics, Federal Bureau of Investigation, Campus Safety Magazine, The Idaho Department of Education

GRAINGER
FOR THE ONES WHO GET IT DONE



Serving Our Communities

DISASTER PREPAREDNESS AND RESPONSE

American Red Cross
Team Member Activation

EDUCATION AND WORKFORCE DEVELOPMENT

Giving
Team Member Activation

LOCAL CIVIC AND COMMUNITY ENGAGEMENT

Matching Gifts Program
Community Grant Program
Serving Our Communities Survey
Grainger Around the Globe

EDUCATION AND WORKFORCE DEVELOPMENT

Since 2001, Grainger has leveraged its passion for education and job training to create positive changes and new opportunities in our communities. We work with several non-profit organizations to build a foundation of new possibilities for highly motivated students based on need. We leverage the strength and support of our BRGs to partner with several organizations to provide guidance, funding and tools to students in our communities.

154

**Grainger Tools
For Tomorrow®
Scholarships
Provided in 2017**



85

**Participating
Colleges**

Giving

We invest in the future of the skilled trade workforce through our Grainger Tools for Tomorrow® scholarship program. Each year, Grainger works with the American Association of Community Colleges to offer two scholarships of \$2,000 each at participating community colleges in the U.S. The scholarships are awarded to students in skilled trade, public safety and supply chain programs. Half of the scholarships offered are earmarked for veterans of the U.S. Armed Forces. In addition to the scholarship, Grainger provides tools to students after they graduate to help them launch a successful career. Since 2006, Grainger has donated more than \$4.5 million to support technical education. In 2017, 85 schools participated and we provided 154 scholarships. This represents a 74 percent participation rate, which since 2006 has exceeded the national average of 60 percent.



\$4.5M+

**Total support to Education
and Workforce Development
partners since 2006**

Grainger Tools for Tomorrow®

On October 4, 2017, Grainger celebrated the success of the Grainger Tools for Tomorrow® scholarship program graduates at an event hosted by the Latino Business Resource Group in honor of the close of Hispanic Heritage Month at our Los Angeles DC in Mira Loma, CA. During the event, we presented scholarship recipients with certificates and celebrated our workforce development partnerships with local community colleges. Arcadio Ochoa, Director of the LADC, presented certificates to students from Chaffey College and Saddleback College. >>[Click here for a complete list of participating schools.](#)

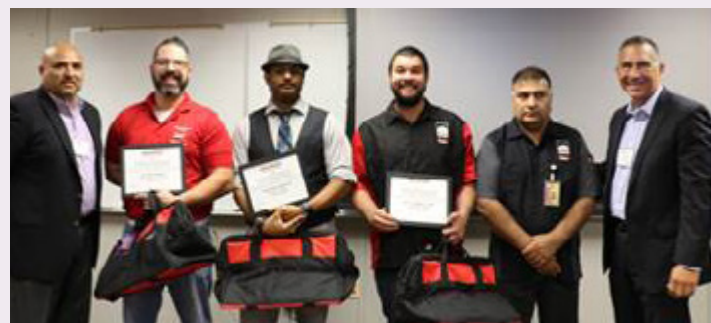


PHOTO (FROM LEFT): Art Ochoa (Grainger), Kevin Kiner (Chaffey), Haven Griffin (Chaffey), Kyle Moeller (Saddleback), Raj Dhillon (Saddleback, Instructor), Rudy Juarez (Grainger) **CREDIT: RENEE YOUNG**

"I would like to extend to you my sincere gratitude to all at Grainger in presenting this award to Kyle Moller from Saddleback College. Your scholarship program is another great reason why our students continue their education. With Grainger's kind generosity, the journey is made possible. This award has brought motivation and gratification, reminding our students that hard work does pay off. Thank you for recognizing the importance of education and for recognizing our students past and present as recipients of this award."

RAJANPAL (RAJ) DHILLON
SR. TECHNICIAN, SADDLEBACK COMMUNITY COLLEGE

CAREER & TECHNICAL EDUCATION EQUIPMENT

Keeping your classroom equipt is no easy task. Let Grainger help. We carry a variety of supplies and equipment to help create a real-world learning environment for your students and staff.



AUTOMOTIVE



CONSTRUCTION



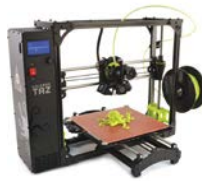
ELECTRONICS



HEALTHCARE



HVAC



MAKERSPACES



MANUFACTURING



PLUMBING



PUBLIC SAFETY

One-Stop Source for All Your Classroom Needs

Make Grainger your one-stop shop for equipment and supplies that will support your curriculum and fit your budget. From skilled trades like metalworking and manufacturing to public safety and healthcare, we support a variety of career clusters, helping you create exciting, real-world learning opportunities. With over 1.5 million products, we have what you need to help keep your students engaged and inspired all school year long.

Maximize Your Contract Benefits

Grainger has been awarded many competitively bid state, local and cooperative contracts for the items you need. Count on us to help you spend less time shopping for products and more time on your organization's priorities.

Tooling Up Tomorrow's Workforce for Success

Since 2006, Grainger has awarded over \$4 million through the Tools for Tomorrow® scholarship program. The scholarship recognizes outstanding students with a \$2,000 scholarship and a customized Westward® toolkit upon successful completion of the student's technical education program. Visit graingercsr.com to learn more.

Name
Title
Phone
Email

ONE-STOP SOURCE FOR ALL YOUR CAREER & TECHNICAL EDUCATION NEEDS

With over 1.5 million items to choose from, you can count on Grainger for the products, technical supplies and equipment you need to help prepare your students for successful careers through exciting, hands-on learning.

CATEGORY	RANGE OF PRODUCTS	
Automotive	Grease Guns, Hydraulic Service Jacks, Mechanics Gloves, Metric Socket Sets, Multimeter Kits, Oil Filters, Parts Washers, Pocket Code Readers, Tool Chests and Cabinets, Vehicle Stands	
Construction	Cabinets, Circular Saws, Cordless Drill/Driver Kits, Curved Claw Hammers, Hand Saws, High-Visibility Vests, Jobsite Storage, Layout Laser Kits, NFL Hard Hats, Table Saws, Tool Rigs	
Electronics	Arc Flash Protection Clothing Kits, Circuit Breaker Finders, Classroom Training Sets, Digital Multimeters, Electrical Motor Controls Training Systems, Electricians Tool Kits, Insulated Screwdriver Sets, Lockout Stations, Tool and Accessory Kits, Wire Strippers	
Food Service	Beverage Pitchers and Servers, Commercial Cutlery, Cookware, Dishwasher Racks, Flatware, Food Service Carts, Food Storage Shelving, Fryers, Hand and Bowl Scoops, Hot Dog Rollers and Broilers, Kitchen Aprons, Kitchen Coats, Mixing Bowls, Slicers	
Healthcare	Collared Lab Coats, Disposable Gloves, Disposable Respirators, Disposable Smocks, Emergency CPR Pocket Masks, Medical Scissors, Safety Glasses, Scrub Shirts, Sink Cabinets, Stethoscopes	
HVAC	Aviation Snip Sets, Digital Multimeters, HVAC Tool Kits, Leather Gloves, Mechanical Manifold Gauge Sets, Oil Leak Detection Kits, Portable Leak Detectors, Refrigerant, Self-Igniting Heat Tool Kits, Vocational Training Panels	
Makerspaces	3D Printers, All-Purpose Accessory Sets, Bin Cabinets, Cordless Rotary Tools, Desktop 3D Printers, Master Tool Sets, Portable PLC, Solder Iron Kits, Syncing and Charging Carts, Training Systems, Workbenches	
Manufacturing	Bench Grinders, Brake Benches, Flammable Cabinets, Floor Drill Presses, Horizontal Band Saws, Leather Work Gloves, Modular Drawer Cabinets, Quick Squares, Safety Glasses, Workbenches	
Plumbing	Constant Swing Tubing Cutters, Double Flaring Tools, Drain Cleaning Machines, Drain Cleaning Tool Sets, Flaring/Reaming Kits, Pipe Cutters, Pressing Tools, Swaging Tool Sets, VideoScope Plumbing Kits, Water Jetters	
Public Safety	Firefighting Boots, First Responder Bags, Infrared Cameras, Nylon Pouches, Pin Rack Fire Hoses, Serpa Duty Holsters, Serpa CQC Holster and Paddle, Tactical Boots, Tactical Flashlights, Turnout Coats	
Welding	Angle Grinders, Flux Core Welders, MIG Welding Wire, Portable Fume Extractors, Stick Electrodes, Welding Helmets, Wire Feeders, Welding Gloves, Welding Safety Glasses, Welding Training Systems	

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GRAINGER'S SAFETY ASSESSMENT PROCESS

Grainger's safety assessment process utilizes specialists with specific qualifications to work with you to determine your safety needs. Our Safety Specialists use the **Grainger Site Assessment Tool**SM to conduct detailed and personalized safety assessments to help improve your safety program*.

Intuitive forms are designed to take the hassle out of compliance checks. Our Safety Specialists utilize a mobile app that allows the right questions to get asked. Simply answer compliance questions with the Grainger Safety Specialist and the Grainger Site Assessment Tool compiles them immediately.

When the inspection is finished, you'll get an instant look at facility strengths, weaknesses and high-priority issues through reports generated by the Grainger Site Assessment Tool. The reports will help you identify actions to be taken to address specific safety program needs within your facility.

A screenshot of the Grainger Site Assessment Tool interface. The top bar is green and contains the text "Eyewash & Shower - 585095" along with "Auto Complete", "Mark Complete", and "Download" buttons. Below the bar, there is a search bar and a "Form Details" link. The main content area is titled "Eyewash & Shower Assessment" and contains three questions. Question 1 asks if the user has ever performed an assessment of the facility to determine the need for and location of emergency flushing equipment. It has three radio button options: "(Y) Yes" (selected), "(N) No", and "(U) Unsure". Question 2 asks if the assessment was done recently to account for all hazards that may be present. Question 3 asks if the user currently has equipment that provides for quick drenching or flushing of the eyes and/or body at this facility. Below the questions, there is a text input field for "Enter any additional comments...", a "Comments & Resources (1)" section, a "Priority" section with radio buttons for "NA", "Good", "Low", "Med", and "High", and a "Photos: (0)" section with an "Add Photos" button.

PERSONALIZED: Interactive form allows the Grainger Safety Specialist to add comments and take photos on site, providing a quick and comprehensive reference of the inspection findings.



DYNAMIC: Questions change based on your specific answers, allowing our Grainger Safety Specialist to quickly recommend and deliver an appropriate Grainger safety solution.

Hazard Communication (GHS)

FolderID: G-SAT0000
FormID: 633247

Priorities Found: 1 - High 12 - Good

Written Program		
1.	Are employees exposed to hazardous chemicals under normal or emergency situations? 1910.1200 (b)(2)	Yes
2.	Do you have a current list of hazardous chemicals? 1910.1200(e)(1)(i)	(Y) Yes
3.	Does your organization have a written hazard communication program? 1910.1200(e)(1)	(Y) Yes
4.	Does your hazard communication written program cover the following topics: 1910.1200(e)(1), 1910.1200(e)(2), 1910.1200(e)(1)(ii)	
Non-routine tasks		
Unlabeled piping		

ORGANIZED: Forms are customized for all locations within your facility. Easy-to-read results help you quickly identify safety issues/ immediate needs and work with the Grainger Safety Specialist to resolve them.



Contact a Grainger Rep today for your free compliance check and get instant results!

**Please Note: The content in this flyer is intended for general information purposes only. This publication is not a substitute for review of the applicable government regulations and standards, and should not be construed as legal advice or opinion. Readers with specific compliance questions should refer to the cited regulation or consult with an attorney.*

Grainger Branch and Distribution Center Locations

Location	Address	State	City	Zip Code
Grainger DC	4700 Hamner Ave.	CA	MIRA LOMA	91752
Grainger DC	8001 Forshee Dr.	FL	JACKSONVILLE	32219
Grainger DC	701 Grainger Way	IL	MINOOKA	60447
Grainger DC	11200 E. 210 Hwy.	MO	KANSAS CITY	64161
Grainger DC	4300 Old Airways Rd.	MS	SOUTHAVEN	38671
Grainger DC	18 Applegate Dr. North	NJ	ROBBINSVILLE	08691
Grainger DC	8211 Bavaria Dr E	OH	MACEDONIA	44056
Grainger DC	101 Southchase Blvd.	SC	FOUNTAIN INN	29644
Grainger DC	201 Freedom Dr.	TX	ROANOKE	76262
Grainger DC	95 S. Tejon St.	CO	DENVER	80223
Grainger DC	2450 Annapolis Lane N.	MN	PLYMOUTH	55441
Grainger DC	6725 S. Todd Blvd.	WA	TUKWILA	98188
Grainger DC	2710 Keystone Pacific Parkway	CA	PATTERSON	95363
Grainger DC	8701 Minor Lane	KY	LOUISVILLE	40219
Grainger Branch	1241 Montlimar Dr.	AL	MOBILE	36609-1712
Grainger Branch	1912 Jordan Lane NW	AL	HUNTSVILLE	35816-1542
Grainger Branch	541 George Todd Dr.	AL	MONTGOMERY	36117-2233
Grainger Branch	3735 First Ave. N.	AL	BIRMINGHAM	35222-1301
Grainger Branch	3807 Planters Rd.	AR	FT. SMITH	72908-8461
Grainger Branch	1205 S. Old Missouri Rd.	AR	SPRINGDALE	72764-1152
Grainger Branch	6100 Murray St.	AR	LITTLE ROCK	72209-8528
Grainger Branch	6240 B St.	AK	Anchorage	99518-1727
Grainger Branch	775 E Baseline Rd	AZ	GILBERT	85233-1203
Grainger Branch	4465 E. Broadway Rd.	AZ	PHOENIX	85040-8892
Grainger Branch	3415 S. Dodge Blvd.	AZ	TUCSON	85713-5434
Grainger Branch	960 N. 51st Ave	AZ	PHOENIX	85043-2625
Grainger Branch	2002 W. Rose Garden Lane	AZ	PHOENIX	85027-2620
Grainger Branch	2501 Stagecoach Rd.	CA	STOCKTON	95215-7909
Grainger Branch	2261 Ringwood Ave.	CA	SAN JOSE	95131-1717
Grainger Branch	444 Doolittle Dr.	CA	SAN LEANDRO	94577-1016
Grainger Branch	1335 Tuolumne St.	CA	FRESNO	93706-2017
Grainger Branch	10137 S. Norwalk Blvd..	CA	SANTA FE SPRINGS	90670-3325
Grainger Branch	1150 Bay Blvd.	CA	CHULA VISTA	91911-2601
Grainger Branch	3900 Easton Dr.	CA	BAKERSFIELD	93309-1083
Grainger Branch	5760 Commerce Blvd.	CA	ROHNERT PARK	94928-1630
Grainger Branch	1360 Rollins Rd	CA	Burlingame	94010
Grainger Branch	310 E. Ball Rd.	CA	ANAHEIM	92805-6312
Grainger Branch	1321 Linda Vista Dr.	CA	SAN MARCOS	92078-3804
Grainger Branch	101 S. Rice Ave.	CA	OXNARD	93030-7235

Location	Address	State	City	Zip Code
Grainger Branch	8930 Winnetka Ave.	CA	NORTHridge	91324-3200
Grainger Branch	1334 Dayton St.	CA	SALINAS	93901-4416
Grainger Branch	8001 Raytheon Rd.	CA	SAN DIEGO	92111-1608
Grainger Branch	1050 W. Walnut St.	CA	COMPTON	90220-5112
Grainger Branch	10804 S. La Cienega Blvd.	CA	INGLEWOOD	90304-1113
Grainger Branch	570 S. Alameda St.	CA	LOS ANGELES	90013-1726
Grainger Branch	9220 Hyssop Dr.	CA	RANCHO CUCAMONGA	91730-6108
Grainger Branch	3691 Industrial Blvd.	CA	WEST SACRAMENTO	95691-3456
Grainger Branch	2288 Pike Ct.	CA	CONCORD	94520-1251
Grainger Branch	1554 BROOKHOLLOW DR SUITE A	CA	SANTA ANA	92705-5508
Grainger Branch	1151 E. Columbia Ave.	CA	RIVERSIDE	92507-2113
Grainger Branch	4885 Paris St.	CO	DENVER	80239-2811
Grainger Branch	95 S. Tejon St.	CO	DENVER	80223-1251
Grainger Branch	6935 Broadway	CO	DENVER	80221-2841
Grainger Branch	610 Popes Bluff Trail	CO	COLORADO SPRINGS	80907-3512
Grainger Branch	4531 Innovation Dr.	CO	FORT COLLINS	80525-3406
Grainger Branch	124 Universal Dr.	CT	NORTH HAVEN	06473-3630
Grainger Branch	75 Maxim Rd.	CT	HARTFORD	06114-1605
Grainger Branch	117 Quigley Blvd.	DE	NEW CASTLE	19720-4103
Grainger Branch	12431 Metro Pkwy.	FL	FT. MYERS	33966-1316
Grainger Branch	2255 NW 89TH Place	FL	DORAL	33172-2428
Grainger Branch	7200 NW 37TH Ave.	FL	MIAMI	33147-5838
Grainger Branch	101 S. Wickham Rd.	FL	WEST MELBOURNE	32904-1131
Grainger Branch	2620 SW 17th Rd., Ste 300	FL	OCALA	34471-2096
Grainger Branch	4180 L B Mcleod Rd.	FL	ORLANDO	32811-5695
Grainger Branch	1800 N. Florida Mango Rd.	FL	WEST PALM BEACH	33409-6406
Grainger Branch	12579 49TH St. N.	FL	CLEARWATER	33762-4313
Grainger Branch	4505 W. Hillsborough Ave	FL	TAMPA	33614-5441
Grainger Branch	1820 Tampa East Blvd.	FL	TAMPA	33619-3052
Grainger Branch	3924 W. Pensacola St.	FL	TALLAHASSEE	32304-2838
Grainger Branch	8450 Phillips Hwy.	FL	JACKSONVILLE	32256-8206
Grainger Branch	6685 Whitfield Industrial Ave.	FL	SARASOTA	34243-4012
Grainger Branch	2131 SW 2nd St. Bldg 8	FL	POMPANO BEACH	33069-3100
Grainger Branch	2048 Paul Walsh Dr.	GA	MACON	31206-3168
Grainger Branch	708 Rustwood Street	GA	DALTON	30721-3323
Grainger Branch	1205 Commerce Rd.	GA	ATHENS	30607-1101
Grainger Branch	1516 Gordon Hwy.	GA	AUGUSTA	30906-2006

Grainger Branch and Distribution Center Locations

Location	Address	State	City	Zip Code
Grainger Branch	1721 Marietta Blvd. NW	GA	ATLANTA	30318-3646
Grainger Branch	5300 Frontage Rd.	GA	FOREST PARK	30297-2516
Grainger Branch	631 S. Marietta Pkwy SE	GA	MARIETTA	30060-2748
Grainger Branch	6655 Crescent Dr	GA	NORCROSS	30071-2934
Grainger Branch	1324 US Highway 80 W	GA	GARDEN CITY	31408-2547
Grainger Branch	2833 Paa Street	HI	HONOLULU	96819-4406
Grainger Branch	715 33RD Ave. SW	IA	CEDAR RAPIDS	52404-3924
Grainger Branch	1811 E. Sheridan Ave.	IA	DES MOINES	50316-1803
Grainger Branch	961 E. 53RD St.	IA	DAVENPORT	52807-2633
Grainger Branch	5576 Irving St.	ID	BOISE	83706-1216
Grainger Branch	1017 SW Jefferson Ave.	IL	PEORIA	61605-3948
Grainger Branch	2701 Ogden Ave.	IL	DOWNERS GROVE	60515-1704
Grainger Branch	6001 W. 115TH St.	IL	ALSIP	60803-5152
Grainger Branch	2356 S Ashland Ave	IL	CHICAGO	60608-5304
Grainger Branch	2221 N. Elston Ave.	IL	CHICAGO	60614-2905
Grainger Branch	6450 S. Austin Ave.	IL	CHICAGO	60638-5394
Grainger Branch	5862 Harrison Ave	IL	ROCKFORD	61108-8127
Grainger Branch	3585 Sunset Ave.	IL	WAUKEGAN	60087-3217
Grainger Branch	3240 Mannheim Rd.	IL	FRANKLIN PARK	60131-1532
Grainger Branch	475 E. Algonquin Rd.	IL	ARLINGTON HEIGHTS	60005-4620
Grainger Branch	8045 River Dr.	IL	MORTON GROVE	60053-2651
Grainger Branch	1701 Cline Ave.	IN	GARY	46406-2225
Grainger Branch	1819 W. 16TH St.	IN	INDIANAPOLIS	46202-2032
Grainger Branch	9210 Corporation Dr.	IN	INDIANAPOLIS	46256-1017
Grainger Branch	1750 Commerce Dr.	IN	SOUTH BEND	46628-1565
Grainger Branch	837 N. Congress Ave.	IN	EVANSVILLE	47715-2452
Grainger Branch	1920 S. West St.	KS	WICHITA	67213-1108
Grainger Branch	14790 W. 99TH St.	KS	LENEXA	66215-1109
Grainger Branch	1901 Plantside Dr.	KY	LOUISVILLE	40299-1919
Grainger Branch	1351 Georgetown Rd.	KY	LEXINGTON	40511-2503
Grainger Branch	9506 Ashland Rd	LA	GONZALES	70737-8097
Grainger Branch	12455 Airline Highway	LA	BATON ROUGE	70817
Grainger Branch	500 Thomas Rd.	LA	WEST MONROE	71292-9454
Grainger Branch	5126 Hollywood Ave.	LA	SHREVEPORT	71109-7716
Grainger Branch	1508 Eraste Landry Rd.	LA	LAFAYETTE	70506-1989
Grainger Branch	2502 S Cities Service Hwy	LA	SULPHUR	70663-6405
Grainger Branch	825 Distributors Row	LA	NEW ORLEANS	70123-3209
Grainger Branch	601 S. Galvez St.	LA	NEW ORLEANS	70119-7517

Location	Address	State	City	Zip Code
Grainger Branch	790 Cottage St.	MA	SPRINGFIELD	01104-3221
Grainger Branch	160 Broadway	MA	EVERETT	02149-2460
Grainger Branch	400 Arsenal St.	MA	WATERTOWN	02472-2805
Grainger Branch	428 University Ave.	MA	NORWOOD	02062-2638
Grainger Branch	31 Cabot Rd.	MA	WOBURN	01801-1003
Grainger Branch	4748 Forbes Blvd.	MD	LANHAM	20706-4302
Grainger Branch	10981 Guilford Rd.	MD	ANNAPOLIS JUNCTION	20701-1125
Grainger Branch	701 Dover Road	MD	ROCKVILLE	20850-1392
Grainger Branch	2100 Haines St.	MD	BALTIMORE	21230-3206
Grainger Branch	8820 Citation Road	MD	BALTIMORE	21221-3101
Grainger Branch	425 Warren Ave.	ME	PORTLAND	04103-1287
Grainger Branch	23800 Haggerty Rd.	MI	FARMINGTON HILLS	48335-2617
Grainger Branch	1587 E. Whitcomb Ave.	MI	MADISON HEIGHTS	48071-1415
Grainger Branch	2476 Azo Dr.	MI	KALAMAZOO	49048-9540
Grainger Branch	1201 W. Lafayette Blvd.	MI	DETROIT	48226-3008
Grainger Branch	5617 Enterprise Dr.	MI	LANSING	48911-4194
Grainger Branch	25940 Groesbeck Hwy.	MI	WARREN	48089-4144
Grainger Branch	3803 Roger B Chaffee SE	MI	GRAND RAPIDS	49548-3437
Grainger Branch	2915 Boardwalk St.	MI	ANN ARBOR	48104-6765
Grainger Branch	6874 Middlebelt Rd.	MI	ROMULUS	48174-2041
Grainger Branch	2711 Lapeer Rd.	MI	FLINT	48503-4354
Grainger Branch	220 W. Morley Dr.	MI	SAGINAW	48601-9464
Grainger Branch	345 Plato Blvd E Ste 120	MN	ST. PAUL	55107-1228
Grainger Branch	201 E. 78TH St.	MN	BLOOMINGTON	55420-1249
Grainger Branch	2227 Clark Ave.	MO	ST. LOUIS	63103-2539
Grainger Branch	2535 Metro Blvd.	MO	MARYLAND HEIGHTS	63043-2409
Grainger Branch	808 N. Cedarbrook Ave.	MO	SPRINGFIELD	65802-2522
Grainger Branch	2300 E. 18TH St.	MO	KANSAS CITY	64127-2543
Grainger Branch	3551 I-55 S.	MS	JACKSON	39212-4963
Grainger Branch	221 Moore Lane	MT	BILLINGS	59101-3418
Grainger Branch	2506 Greengate Dr.	NC	GREENSBORO	27406-5241
Grainger Branch	1401 S. Mint St.	NC	CHARLOTTE	28203-4135
Grainger Branch	834 Riverside Dr.	NC	ASHEVILLE	28804-3222
Grainger Branch	505 Covil Ave.	NC	WILMINGTON	28403-2652
Grainger Branch	2915 Gillespie St.	NC	FAYETTEVILLE	28306-3323
Grainger Branch	4820 Signett Dr.	NC	RALEIGH	27616-2824
Grainger Branch	3825 12TH Ave. N.	ND	FARGO	58102-2906
Grainger Branch	3221 Hwy 22	ND	DICKINSON	58601

Grainger Branch and Distribution Center Locations

Location	Address	State	City	Zip Code
Grainger Branch	15 ENERGY STREET SUITE 500	ND	WILLISTON	58801
Grainger Branch	9345 J St.	NE	OMAHA	68127-1206
Grainger Branch	370 E. Industrial Park Dr.	NH	MANCHESTER	03109-5310
Grainger Branch	212 Industrial Way W.	NJ	EATONTOWN	07724-2206
Grainger Branch	819 E Gate Dr.	NJ	MT. LAUREL	08054-1208
Grainger Branch	1001 Hadley Rd.	NJ	SOUTH PLAINFIELD	07080-1102
Grainger Branch	560-596 Bercik St. Suite 1	NJ	ELIZABETH	7201
Grainger Branch	308 Allwood Rd.	NJ	CLIFTON	07012-1701
Grainger Branch	1201 San Juan Blvd.	NM	FARMINGTON	87401-2723
Grainger Branch	3901 Osuna Rd. NE	NM	ALBUQUERQUE	87109-4431
Grainger Branch	2401 Western Ave.	NV	LAS VEGAS	89102-4815
Grainger Branch	900 Packer Way	NV	SPARKS	89431-6441
Grainger Branch	6285 E. Molloy Rd.	NY	EAST SYRACUSE	13057-1037
Grainger Branch	35 Corporate Circle	NY	ALBANY	12203-5154
Grainger Branch	1999 Mt. Read Blvd.	NY	ROCHESTER	14615-3700
Grainger Branch	430 W. Metro Park	NY	ROCHESTER	14623-2619
Grainger Branch	1 Park Dr.	NY	MELVILLE	11747-3035
Grainger Branch	199 Orville Dr.	NY	BOHEMIA	11716-2515
Grainger Branch	50 McKesson Pkwy.	NY	BUFFALO	14225-5116
Grainger Branch	58-45 Grand Ave.	NY	MASPETH	11378-3230
Grainger Branch	815 3rd Ave.	NY	BROOKLYN	11232-1511
Grainger Branch	505 Saw Mill River Rd.	NY	ELMSFORD	10523-1009
Grainger Branch	1721 6TH St. SW	OH	CANTON	44706-1203
Grainger Branch	420 Kennedy Rd.	OH	AKRON	44305-4424
Grainger Branch	360 Victoria Rd.	OH	YOUNGSTOWN	44515-2026
Grainger Branch	1300 Third St.	OH	PERRYSBURG	43551-4349
Grainger Branch	8700 Le Saint Drive	OH	HAMILTON	45014-2260
Grainger Branch	4420 Glendale Milford Rd.	OH	CINCINNATI	45242-3708
Grainger Branch	939 W. 8th St.	OH	CINCINNATI	45203-1131
Grainger Branch	3640 Interchange Rd.	OH	COLUMBUS	43204-1434
Grainger Branch	6999 Huntley Rd. Suite A	OH	WORTHINGTON	43229-1031
Grainger Branch	1035 Valley Belt Rd.	OH	BROOKLYN HEIGHTS	44131-1432
Grainger Branch	2321 Needmore Road	OH	DAYTON	45414-4147
Grainger Branch	1455 E. 2nd St.	OH	FRANKLIN	45005-1838
Grainger Branch	4314 Will Rogers Pkwy.	OK	OKLAHOMA CITY	73108-1864
Grainger Branch	10707 E. Pine St.	OK	TULSA	74116-1547
Grainger Branch	6335 N. Basin Ave.	OR	PORTLAND	97217-3915

Location	Address	State	City	Zip Code
Grainger Branch	401 N. 8TH St.	PA	PHILADELPHIA	19123-3902
Grainger Branch	10401 Drummond Rd.	PA	PHILADELPHIA	19154-3805
Grainger Branch	3150 Liberty Ave.	PA	PITTSBURGH	15201-1416
Grainger Branch	201 RIDC Park West Dr. AIRPORT LOCATION	PA	PITTSBURGH	15275-1003
Grainger Branch	2011 Avenue C	PA	BETHLEHEM	18017-2117
Grainger Branch	1530 Delmar Dr.	PA	FOLCROFT	19032-2102
Grainger Branch	2560 Blvd. Of The Generals	PA	NORRISTOWN	19403-5228
Grainger Branch	4320 Lewis Rd.	PA	HARRISBURG	17111-2538
Grainger Branch	415 W. 12TH St. #2	PA	ERIE	16501-1505
Grainger Branch	Calle E - Solares 4 y 5 Urbanización Villa Blanca Industria	PR	CAGUAS	725
Grainger Branch	105 Ave Conquistadores	PR	CATANO	00962-6774
Grainger Branch	Centro Reg Dist Mayagu Ave Algarrobo, Bldg 4	PR	MAYAGUEZ	680
Grainger Branch	1642 San Rafael Ind Park, Suite 102 Urb Industrial San Rafael	PR	Ponce	717
Grainger Branch	78 Jefferson Blvd.	RI	WARWICK	02888-1064
Grainger Branch	550 Chris Dr.	SC	WEST COLUMBIA	29169-4669
Grainger Branch	7401 Pepperdam Ave.	SC	NORTH CHARLESTON	29418-8434
Grainger Branch	730 Congaree Rd.	SC	GREENVILLE	29607-3598
Grainger Branch	500 E. 50TH St. N.	SD	SIOUX FALLS	57104-0631
Grainger Branch	902 Creekside Rd.	TN	CHATTANOOGA	37406-1053
Grainger Branch	1021 Charlotte Ave.	TN	NASHVILLE	37203-3405
Grainger Branch	1938 Elm Tree Dr.	TN	NASHVILLE	37210-3718
Grainger Branch	6500 Baum Dr.	TN	KNOXVILLE	37919-7309
Grainger Branch	1901 Nonconnah Blvd.	TN	MEMPHIS	38132-2106
Grainger Branch	4924 NW Loop 410	TX	SAN ANTONIO	78229-5312
Grainger Branch	5011 Rittiman Rd.	TX	SAN ANTONIO	78218-4638
Grainger Branch	3900 Greenbriar Dr.	TX	STAFFORD	77477-3919
Grainger Branch	1251 Hall Court	TX	DEER PARK	77536-6558
Grainger Branch	16741 North Freeway	TX	HOUSTON	77090-5105
Grainger Branch	322 West Main Suites 120 & 140	TX	KENEDY	78119
Grainger Branch	430 Sun Belt Dr.	TX	CORPUS CHRISTI	78408-2411
Grainger Branch	125 Sawyer St.	TX	BEAUMONT	77702-2216
Grainger Branch	6006 E. Ben White Blvd., Suite 500	TX	AUSTIN	78741-7504
Grainger Branch	7950 Research Blvd. Ste 101	TX	AUSTIN	78758-8425

Grainger Branch and Distribution Center Locations

Location	Address	State	City	Zip Code
Grainger Branch	3232 Harrisburg Blvd.	TX	HOUSTON	77003-2436
Grainger Branch	8200 Pinemont Dr.	TX	HOUSTON	77040-6500
Grainger Branch	4545 Darien St.	TX	HOUSTON	77028-5911
Grainger Branch	1222 S Loop W	TX	HOUSTON	77054-4012
Grainger Branch	6050 Southwest Freeway	TX	HOUSTON	77057-7514
Grainger Branch	iSupply / Houston Area Safety Council 7730 Spencer Hwy, Ste. 170	TX	PASADENA	77505
Grainger Branch	5807 Canyon Dr.	TX	AMARILLO	79110-3026
Grainger Branch	2251 E. Division St. Ste A	TX	ARLINGTON	76011-6619
Grainger Branch	1305 N. Interstate 35E	TX	CARROLLTON	75006-8628
Grainger Branch	4242 Platinum Way	TX	DALLAS	75237-1618
Grainger Branch	8321 John W Carpenter Fwy	TX	DALLAS	75247
Grainger Branch	300 W. Vickery Blvd	TX	FT. WORTH	76104-1201
Grainger Branch	5000 Northeast Pkwy.	TX	FT. WORTH	76106-1819
Grainger Branch	2701 W. Kingsley Rd.	TX	GARLAND	75041-2406
Grainger Branch	1507 W. Cotton St.	TX	LONGVIEW	75604-5522
Grainger Branch	502 E. 40TH St.	TX	LUBBOCK	79404-2816
Grainger Branch	4110 S. County Rd. 1276	TX	MIDLAND	79706-3042
Grainger Branch	2601 E. Plano Pkwy.	TX	PLANO	75074-7416
Grainger Branch	6901 Imperial Dr.	TX	WACO	76712-6813
Grainger Branch	110 Indiana Ave.	TX	WICHITA FALLS	76301
Grainger Branch	17010 Katy Fwy.	TX	HOUSTON	77094-1410
Grainger Branch	1400 Lomaland Dr.	TX	EL PASO	79935-5207

Location	Address	State	City	Zip Code
Grainger Branch	2323 N. Frazier St	TX	CONROE	77303-1754
Grainger Branch	921 E. Pecan Blvd.	TX	MCALLEN	78501-5710
Grainger Branch	610 Gale St.	TX	LAREDO	78041-6005
Grainger Branch	1408 W. Villa Maria Rd	TX	BRYAN	77801-4213
Grainger Branch	2958 South 1900 W.	UT	OGDEN	84401-3228
Grainger Branch	2775 S. 900 W.	UT	SALT LAKE CITY	84119-2447
Grainger Branch	101 International Dr.	VA	DULLES	20166-9442
Grainger Branch	2947 Gallows Rd.	VA	FALLS CHURCH	22042-1024
Grainger Branch	1401 Sewells Point Rd.	VA	NORFOLK	23502-2057
Grainger Branch	2424 Magnolia Court	VA	RICHMOND	23223-2332
Grainger Branch	20 Gregory Dr.	VT	SOUTH BURLINGTON	05403-6046
Grainger Branch	4930 3RD Ave. S.	WA	SEATTLE	98134-2308
Grainger Branch	2802 Pacific Hwy. E.	WA	FIFE	98424-1021
Grainger Branch	3013 Walnut St.	WA	EVERETT	98201-3846
Grainger Branch	5706 E. Broadway Ave.	WA	SPOKANE VALLEY	99212-0912
Grainger Branch	3306 W. Marie St.	WA	PASCO	99301-3899
Grainger Branch	N21 W23020 Watertown Rd.	WI	WAUKESHA	53188-1001
Grainger Branch	202 N. Jackson St.	WI	MILWAUKEE	53202-5903
Grainger Branch	5819 N. 117TH St.	WI	MILWAUKEE	53225-2245
Grainger Branch	501 Atlas Ave.	WI	MADISON	53714-3107
Grainger Branch	751 Morris Ave.	WI	GREEN BAY	54304-4558
Grainger Branch	600 N. Lynndale Dr.	WI	APPLETON	54914-3021
Grainger Branch	3000 7TH Ave. W.	WV	CHARLESTON	25387-1731
Grainger Branch	1110 Wilkins Circle	WY	CASPER	82601-1331

**SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL
SUPPLIES, AND RELATED PRODUCTS AND SERVICES**
~~Interline Brands DBA: Supply Works~~
**(U.S. Communities) Contract - Home Depot U.S.A., Inc. DBA: The Home
Depot Pro Institutional**

DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2024~~ 2026

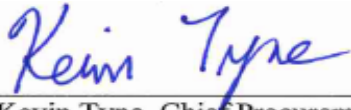
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL
SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
Erick Blue, Facilities Management
Beth Cressman, Facilities Management



CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **Home Depot U.S.A., Inc. DBA: The Home Depot Pro Institutional Interline Brands, Inc.**, a New Jersey corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, ~~2024~~ 2026.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.
- 3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (By Task Order/Project if required)

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement may be retained by COUNTY until Final Completion of the services if mutually agreed to for a specific project. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.

3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statutes, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

- 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

~~No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.~~

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 TAX (COMMODITIES):

~~Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.~~

Tax shall not be invoiced against Contractor's labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

- 3.8.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

- 3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

- 3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.
- 3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligence or willful misconduct relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by gross negligence or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.2 INSURANCE.

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million (\$100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000

Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Errors and Omissions (Professional Liability) Insurance.

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

6.2.12 Builder's Risk (Property) Insurance.

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than **COUNTY** has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of **COUNTY**, **CONTRACTOR**, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by **COUNTY**. For new construction projects, **CONTRACTOR** agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, **CONTRACTOR** agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under **CONTRACTOR'S** control and/or responsibility, and continue without interruption

during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. Alternatively the County will accept an insurance industry recognized Memorandum of Insurance

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4th Avenue** ~~320 West Lincoln Street~~, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by an individual Project/Task Order)

6.3.1 If requested for an individual Order and concurrently with the submittal of the proposal associated with the Order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor

6.3.1.1 A Performance Bond equal to the full Contract amount (\$_____or as specified) conditioned upon the faithful performance of the Order in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Order.

6.3.1.2 A Payment Bond equal to the full contract amount (\$_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Order.

- 6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.
- 6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

- 6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.
- 6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.
- 6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

- 6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein for one year following the performance of those services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.
- 6.5.3 DISCLAIMER OF WARRANTIES FOR PRODUCTS. COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED

BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

6.6 INSPECTION OF SERVICES:

- 6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.6.3 If prior to completion of an Order any of the services required by that Order do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.6.4 If the Contractor fails to promptly perform the services again as provided in Section 6.6.3 or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
 - 6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or
 - 6.6.4.2 Terminate the Contract for default.

~~6.7 REQUIREMENTS CONTRACT:~~

- ~~6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.~~
- ~~6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.~~
- ~~6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.~~

6.8 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 SUSPENSION OF WORK

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 STOP WORK ORDER

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.10.1 Cancel the stop-work order; or

6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.12.2 Make progress, so as to endanger performance of this contract; or

6.12.3 Perform any of the other provisions of this contract.

- 6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

- 6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

- 6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.
- 6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

~~6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.~~

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

~~CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website (<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin

~~6.22 ISRAEL BOYCOTT:~~

~~Per House Bill 2617 Contractor certifies that they are not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.~~

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

~~is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract 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;~~

~~are not presently indicted 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~~

~~have not within a 3 year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

6.23.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;

6.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

6.23.1.2 have not within three (3) year period preceding this Contract;

6.23.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

6.23.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and

6.23.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

6.23.1.3 **If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.**

6.23.2 **The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.**

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in ~~MC1-1202~~ **MC1-1203** of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.27.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.30 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information, by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

~~In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.~~

6.33.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.33.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 **ORDERING AUTHORITY:**

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.37 **NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:**

6.37.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.37.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

6.38 **PURCHASE ORDERS:**

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.39 **UNIFORM ADMINISTRATIVE REQUIREMENTS:**

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

For purchases of \$50,000 or greater under this agreement, the applicable participating entity must disclose to THD when it is receiving any federal funds related to that requested purchase prior to THD agreeing to that purchase.

6.40 **CONFIDENTIAL INFORMATION:**

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.41 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.41.1 Exhibit A, Pricing;
- 6.41.2 Exhibit B, Scope of Work;
- 6.41.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~320 West Lincoln Street~~ **160 South 4th Avenue**
Phoenix, Arizona 85003-2494

For Contractor:

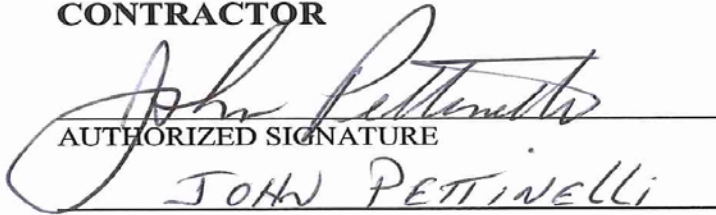
~~Interline Brands Inc., DBA: Supply Works~~

~~701 San Marco Blvd. 18th Floor~~
~~Jacksonville, FL 32207~~
ATTN: Contract Administration

**Home Depot U.S.A., Inc. DBA: The Home
Depot Pro Institutional
P.O. BOX 2317
Jacksonville, FL 32203**

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR


AUTHORIZED SIGNATURE
JOHN PETTINELLI
PRINTED NAME AND TITLE

804 EAST GATE DRIVE, MT. LAUREL, NJ 08054
ADDRESS

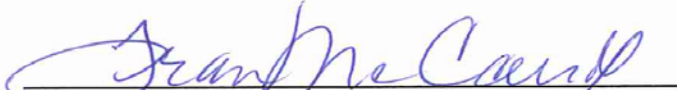
12-23-2016
DATE

MARICOPA COUNTY


CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017
DATE

ATTESTED:


CLERK OF THE BOARD 01/17

JAN 17 2017
DATE

APPROVED AS TO FORM:


DEPUTY COUNTY ATTORNEY

JAN 12, 2017
DATE

EXHIBIT A
PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc. DBA: The Home Depot Pro Institutional Interline Brands Inc. dba: SupplyWorks a Home Depot Company
COUNTY VENDOR NUMBER :	TBD
ADDRESS:	P.O. BOX 2317, Jacksonville, FL 32203 701 San Marco Blvd., Jacksonville, FL 32207 531 Central Park Ave., Scarsdale, NY 10583 1018
REMIT ADDRESS:	P.O. Box 404284, Atlanta, GA 30384-4284
P.O. ADDRESS:	interlinebrands.com
TELEPHONE NUMBER:	1.800.393.1131
FACSIMILE NUMBER:	856.317.9802
WEB SITE:	www.supplyworks.com www.homedepotpro.com
CONTACT (REPRESENTATIVE):	John Pettinelli
REPRESENTATIVE'S E-MAIL ADDRESS:	john.pettinelli@supplyworks.com

	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	X
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	X
PAYMENT TERMS. [X] NET 30 DAYS	

1.0 PRICING:					
1.2	Wholesale Catalog Discount By Category		Annual Issue Date of Catalog		**
		**Online catalog pricing is reviewed every March and September for updates			
		(Insert Sub-categories as necessary)		MINIMUM Discount from List	
MINIMUM					
1.1	Category 1	Appliances			
		Small Appliances	5	%	
		Dishwashers	6	%	
		Microwaves	5	%	
		Ranges, Ovens & Cooktops	5	%	
		Range Hoods	15	%	
		Washers & Dryers	15	%	
		Appliance Parts and Accessories	15	%	
		All Other	10	%	
1.2	Category 2	Building Materials	5	%	
1.3	Category 3	Hardware			
		Fasteners	8	%	
		Garage Door Openers & Accessories	11	%	

		Mailboxes & Postal Accessories	15	%
		Window Hardware	15	%
		All Else	10	%
1.4	Category 4	HVAC		%
		Air Filters & Accessories	15	%
		Air Treatment & Accessories	15	%
		Ac Refrigeration	5	%
		Central Equipment	5	%
		Fans & Blowers	5	%
		Hydronic Equipment & Parts	5	%
		Room Air Equipment	5	%
		Ducting & Venting	15	%
		Hvac Tools	12	%
		Ventilation & Exhaust	15	%
		Venting	15	%
		All Else	10	%
	Category 5	Kitchen and Bath Cabinets		%
		Cabinet Accessories	15	%
		Bathroom Vanities & Cabinets	15	%
		Kitchen Cabinets	15	%
		Kitchen Countertops	15	%
		All Else	10	%
1.6	Category 6	Janitorial		
		Chemicals and Soap	15	%
		Paper	15	%
		Personal Care	15	%
		Cleaning Tools & Supplies	15	%
		Wipers and Absorbents	10	%
		Can Liners	15	%
		Equipment Corded	15	%
		Equipment Battery	10	%
		All Else	10	%
1.7	Category 7	Landscaping Equipment and Supplies		
		Automotive	5	%
		Outdoor Furniture & Accessories	5	%
		Outdoor Power Equipment	5	%
		Grills & Outdoor Cooking	11	%
		Lawn & Garden	15	%
		Snow & Ice Removal	15	%
		All Else	10	%
1.8	Category 8	Motors/Pumps	5	%
1.9	Category 9	Paints/Coatings	10	%
1.10	Category 10	Plumbing		

		Bathtubs & Showers	5	%
		Garbage Disposals & Accessories	12	%
		Water Heaters & Accessories	5	%
		Water Treatment & Filtration	5	%
		Bath Safety & Accessibility	15	%
		Bathroom Accessories	15	%
		Bathroom Partitions & Accessories	15	%
		Bathtub & Shower Repair Parts	15	%
		Drains, Cleanouts & Accessories	15	%
		Faucet Repair Parts	12	%
		Faucets	15	%
		Plumbing Valves	5	%
		Sink Installation & Repair Parts	15	%
		Sinks	15	%
		Supply Lines & Connectors	15	%
		Supply Stops & Valves	15	%
		Toilet, Urinals & Parts	15	%
		Tubular Drains & Fittings	15	%
		All Else	10	%
1.11	Category 11	Pool Supplies	10	%
1.12	Category 12	Tools, Hand-Held General Purpose		
		Air Compressors	15	%
		Air Tools	15	%
		Welding & Soldering	5	%
		Flashlights & Accessories	12	%
		Hand Tools	15	%
		Ladders & Scaffolding	15	%
		Plumbing Tools	5	%
		Tool Storage	15	%
		All Else	10	%
1.13	Category 13	Tools, Power Type		
		Corded Power Tools	13	%
		Cordless Power Tools	15	%
		Power Tool Accessories	15	%
		All else	10	%
1.14	Category 14	Flooring and Window Coverings		
		Ceiling	15	%
		Blinds & Window Treatments	15	%
		All Else	10	%
1.15	Category 15	Hospitality	10	%
1.16	Category 16	Water/Wastewater Treatment	5	%

1.17	Category 17	Miscellaneous		
		Exterior Doors & Windows	10	%
		Interior Doors & Windows	15	%
		Doors & Windows All Else	10	%
		Adhesives, Glues & Cements	15	%
		Patching and Repair	15	%
		Adhesives, Sealants & Patching All Else	15	%
		Electrical Batteries	15	%
		Electrical Doorbells & Intercoms	15	%
		Electrical Boxes, Covers & Accessories	15	%
		Electrical Wires & Cables	15	%
		Extension Cords & Surge Protectors	15	%
		Electrical Receptacles	15	%
		Electrical Surface Trims	15	%
		Electrical Switches & Controls	15	%
		Electrical Timers	15	%
		Electrical Wall Plates & Accessories	15	%
		Electrical All Else	10	%
		All Food Service	10	%
		Flooring	10	%
		Ceiling	15	%
		Gas Ball Valves & Shut-Offs	5	%
		Gas Pipe, Tubing & Fittings	5	%
		Flexible Gas Connectors	14	%
		Gas Test Equipment and Guages	15	%
		Gas Products All Else	10	%
		Lighting Ballasts	15	%
		Lighting Parts & Accessories	15	%
		Outdoor Lighting	15	%
		Lighting Lamps & Bulbs	12	%
		Lighting All Else	10	%
		Office Supplies	10	%
		Safety Signs, Flags & Tapes	15	%
		Safety Products All Else	10	%
		Security	10	%
		Shipping, Moving & Storage	10	%
1.18	Category 18	In Store Services		
		Custom fabrication of doors	0	%
		Custom fabrication of cabinets	0	%
		Custom fabrication windows	0	%
		Custom fabrication other	0	%
		Design & installation restroom	0	%
		Design & installation matting	0	%
		Design & installation flooring	0	%
		Design & installation window treatments	0	%
		Equipment repair	0	%
		Equipment rental	0	%
		Equipment leasing	0	%

1.2	Do you offer a Rebate in lieu of a discount			N	(Y/N)
1.3	COST PLUS SALES				
	ANY PRODUCT THAT IS SOLD AS COST PLUS A MARKUP CANNOT EXCEED A MARKUP OF FIVE (5) PERCENT.				PROPOSED MARKUP
					5%
ALL COST PLUS ORDERS SHALL BE APPROVED BY THE USING AGENCY.					

EXHIBIT B

SCOPE OF WORK

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 INTRODUCTION, BACKGROUND AND INTENT: MASTER AGREEMENT

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, and OPERATING SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation) – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services) – A complete range of related products, excluding janitorial supplies, and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive):

roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Wholesale and/or Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.2.1 Any related products offered by Supplier, excluding janitorial supplies.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts

2.2.5.2 HVAC

2.2.5.3 Plumbing

2.2.5.4 Electrical

2.2.5.5 Exterior decks, patios and porches

2.2.5.6 Exterior Siding

2.2.5.7 Windows, Doors

2.2.5.8 Interior/Exterior Painting

2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 As part of your Proposal response, detail your firm's program in offering services including:

2.2.6.2 Providing and managing qualified contractors

2.2.6.3 Budget management in keeping projects on budget

2.2.6.4 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.

2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

1.3.3.1. National Employee Database

1.3.3.2. SSN Verification

1.3.3.3. National Criminal Database Check

1.3.3.4. Two County Search

1.3.3.5. Sex Offender Search

1.3.3.6. Annual Review (National Criminal Database)

1.3.3.7. Two (2) Year Complete Re-Screen and Renewal

1.3.3.8. Financial Background

2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. Your firm may not have the ability to provide all categories.

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS

Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.

2.3.6 CATEGORY 6: LANDSCAPING EQUIPMENT AND SUPPLIES

Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, and components.

2.3.7 CATEGORY 7: MOTORS/PUMPS

Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

2.3.8 CATEGORY 8: PAINTS AND COATINGS

All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.

2.3.9 CATEGORY 9: PLUMBING

Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

2.3.10 CATEGORY 10: POOL SUPPLIES

Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.

2.3.11 CATEGORY 11: TOOLS, HAND-HELD GENERAL PURPOSE

Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

2.3.12 CATEGORY 12: TOOLS, POWER TYPE

Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

2.3.13 CATEGORY 13: FLOORING AND WINDOW COVERINGS

All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.14 CATEGORY 14: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.15 CATEGORY 15: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.16 CATEGORY 16: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.17 CATEGORY 17: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractors complete product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

Internet
Will Call (Phone or FAX order)
Point-of-Sale (POS)

2.5 PRODUCT PRICING:

2.5.1 Wholesale:

Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (Section 2.3 above) and a rebate on gross sales (see Exhibit A). Catalog price updates will be twice per year.

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line catalog reflecting contract pricing of all products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.7.2 All quotations shall be for a "not to exceed" amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.8 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Supplyworks offers a variety of inventory management solutions through the StockWise™ Program. These programs can be customized and tailored to fit the specific needs or goals of an agency. In most cases, there is no cost associated with these programs. However, each program is unique and prices will depend on the investment required to implement the program. Below is an overview of the various solutions available:

Shop Management Program (SMP) - The SMP solution focuses on organization of the inventory and can be facilitated through a customized racking order to full scale, project-based layout and installation. The SMP solution includes racking, bins, bin labels and custom catalog. Racking and bin options are determined by customer and could include color coding by product category. Management of the inventory in a SMP can be done in a variety of ways to include:

-Customer Managed- After Supplyworks sets up the shop, the customer manages their inventory utilizing a variety of tools ranging from manual to the Supplyworks Mobile App or Supplyware.

-Supplyworks Managed- The sales representative assists in the inventory process. The customer and sales rep agree upon frequency and responsibilities.

-Supplyware- Customer manages inventory through the Supplyware software program.

Vendor Managed Inventory (VMI) – The VMI is a StockWise™ Solution that provides an onsite employee dedicated to a customer’s inventory needs. Spend requirements and/or service fees may be required for the VMI. This is available to customers with an annual spend of \$500,000 or more annually.

Consignment/Pre-positioned Inventory (PPI) – Consignment provides product in a customer’s inventory, which is not invoiced until the time of use. Consignment is an option within both the Shop Management and Vendor Managed Inventory programs. Consignment can also be offered outside of these programs for “bigger ticket”, frequently-purchased items.

Supplyware – Supplyware is a software program which allows the customer to control inventory in real time and automate ordering, cycle counts, and replenishments. Supplyware utilizes barcode scanning technology at time of use. Supplyware can accompany the StockWise™ program or act as a stand-alone software solution.

2.9 SALES REPORTING:

Describe your firm’s ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

2.9.1 Sales Dollars

2.9.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes

2.9.3 Procurement card (MasterCard or Visa brand)

2.10 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.11 DELIVERY, FREIGHT REQUIREMENTS:

- 2.11.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.
- 2.11.2 Should a Participating Public Agency determine that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.
- 2.11.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.
- 2.11.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.
- 2.11.5 Shipping and handling fees are allowable to destinations outside the continental U.S.
- 2.11.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
 - 2.11.6.1 Contract Serial number
 - 2.11.6.2 Contractor's name and address
 - 2.11.6.3 Participating Public Agency's name and address
 - 2.11.6.4 Participating Public Agency's purchase order number
 - 2.11.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

- 3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Solution. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience with the Solution. County reserves the right to assist in the

selection of the replacement candidate. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 Contractor shall not reassign any provided personnel without the express consent of the County.

3.5.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 TRAINING:

The Contractor shall provide a minimum of TBD (hours or days) to completely train County personnel in the use and care of the equipment. All training is to take place on-site at Maricopa County.

3.7 WARRANTY:

3.7.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.7.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.7.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.7.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

EXHIBIT C

MARICOPA COUNTY FACILITIES MANAGEMENT REQUIREMENTS

~~1.0 HOURS OF SERVICE:~~

- ~~1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.~~
- ~~1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.~~
- ~~1.3 WEEKENDS are anytime Saturday or Sunday.~~
- ~~1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).~~
- ~~1.5 Services shall be available 24 hours per day, 7 days per week, and 365 days per year.~~
- ~~1.6 Contractor shall provide 24 hours per day, 7 days per week, and 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.~~

~~2.0 RESPONSE TIMES:~~

- ~~2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on site within four (4) hours of receipt of a service request.~~
- ~~2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.~~

~~3.0 TRIP CHARGE:~~

~~Trip charges are permitted when time and material work is requested at the following sites only:~~

- ~~3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)~~
- ~~3.2 County offices located in Gila Bend, AZ~~
- ~~3.3 County offices located in Buckeye, AZ~~
- ~~3.4 County offices located in Aguila, AZ~~
- ~~3.5 Only one trip charge may be charged per service call.~~
- ~~3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.~~

~~4.0 CONTRACTOR REQUIREMENTS:~~

- ~~4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.~~
- ~~4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.~~

~~4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~

~~4.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:~~

~~4.4.1 Shirt/blouse~~

~~4.4.2 Vest~~

~~4.4.3 Cap~~

~~4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.~~

~~4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.~~

~~4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.~~

~~5.0 BUILDING SECURITY (KEYS):~~

~~5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:~~

~~5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.~~

~~5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.~~

~~5.4 The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.~~

~~5.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.~~

~~6.0 SALVAGE:~~

~~Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.~~

~~7.0 INVOICES AND PAYMENTS:~~

~~Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV. If invoices cannot be e-mailed, U.S. Mail is~~

~~acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003.~~

~~7.1 — Company name, address and contact information~~

~~7.2 — County bill to name and contact/requestor information~~

~~7.3 — Building Name and Building Number~~

~~7.4 — Contract Serial Number or~~

~~7.5 — County purchase order number~~

~~7.6 — Maximo (FMD) service call number~~

~~7.7 — Invoice number and date~~

~~7.8 — Date of service or delivery~~

~~7.9 — Description of Purchase (services performed)~~

~~7.10 — Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)~~

~~7.11 — Material breakdown: itemized parts list to contain unit price x quantity, indicating mark ups as contracted (time & materials)~~

~~7.12 — Arrival and completion time~~

~~7.13 — Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~

~~7.14 — Payment Terms:~~

~~For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.); tools, etc. necessary to perform all the required services. Only if applicable, contractor(s) are allowed a one time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.~~

EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management Requirements

1.0 HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):

- 1.1 **REGULAR HOURS** are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.
- 1.2 **AFTER HOURS** are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.
- 1.3 **WEEKENDS** are anytime on a Saturday or a Sunday.
- 1.4 **HOLIDAYS** are County holidays.
- 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.

2.0 BEGINNING OF WORK:

- 2.1 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and use best efforts to respond to a call for services within thirty (30) minutes of receipt via phone or email.
- 2.2 During **REGULAR HOURS**, **AFTER HOURS**, **WEEKEND** or **HOLIDAYS**, Contractor shall strive to respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.
- 2.3 The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day, as mutually agreed to by the Parties.
- 2.4 Contractors shall strive to respond to **EMERGENCY** requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, **WEEKEND** or **HOLIDAY**.

3.0 TRIP CHARGE:

One-time trip charges of \$50.00, or other amount only if previously identified to the Maricopa County contact and agreed to by them (one per work order), are permitted when Time and Materials work is requested at the following sites **ONLY**:

- 3.1 **MCSO Lake Aid Stations** (Apache, Bartlett, Blue Point, Canyon and Saguaro)
- 3.2 **County offices located in Gila Bend, AZ**
- 3.3 **County offices located in Buckeye, AZ**
- 3.4 **County offices located in Aguila, AZ**

4.0 **DEAD END CHARGE:**

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a \$50.00 trip charge shall be authorized by the County.

5.0 **CONTRACTOR REQUIREMENTS:**

- 5.1 Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 5.2 The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.
- 5.3 The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.
- 5.4 Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: <https://gisportal.maricopa.gov/FMD/Facility/Index.html>.
- 5.5 Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.
- 5.6 The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.
- 5.7 All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles, or consistent with the Contractor's business practices. The letters shall be of such size that they are distinguishable from a reasonable distance or consistent with the Contractor's business practices.
- 5.8 All employees of the Contractor shall wear a company uniform identified with the company name that may include of one of the following:
 - Shirt/blouse

- Vest
- Cap

5.9 Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

5.10 All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.

6.0 BUILDING ACCESS:

6.1 The Contractor may be provided access to County Facilities at the discretion of Facilities Management. keys, badges, or access cards will be provided per the following guidelines:

6.2 Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.

6.3 Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.

6.4 The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.5 Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.

6.6 Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.

7.0 CANCELLATION COST:

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the Contractor and is subject up-to a 25% reduction of the cost.

8.0 SALVAGE:

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

9.0 **DELIVERY:**

- 9.1 Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7th) calendar day after order is received.
- 9.2 Exceptions to delivery schedule will be special order items that must be identified to the County.
- 9.3 Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.
- 9.4 Delivery will be made to the following address:
- FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE**
2401 S. 28th Dr.
Phoenix, AZ 85009
- Warehouse Manager: 602-506-1935**
Warehouse Specialist: 602-506-1943
Receiving hours: 7:00 a.m. – 3:00 p.m.

10.0 **FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

- 10.1 Payment terms shall be calculated based on the date a properly completed invoice is received by the County.
- 10.2 For transactions using a Home Depot Net 30 Account, Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.
- 10.3 Home Depot Account invoices should contain access to the following information:
- Company name, address and contact information
 - County bill-to name and contact/requestor information
 - Building name and building number
 - County purchase order number
 - Contract or BidSync agreement number
 - Maximo (Facilities Management) work order number
 - Invoice number and date
 - Date of service or delivery (for Project work: use “Completion date”)
 - Description of services performed
 - Line item description of parts and materials (Time and Materials work)
 - Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)
 - Total amount due with tax amounts separated (Time and Materials work).
 *On a separate line, clearly indicate the tax rate being applied

- **Payment Terms as stated in the agreement**

10.4 **Questions regarding billing or invoicing shall be directed to the email address below.**

10.5 **Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV**

10.6 **If invoices cannot be e-mailed, send by mail to:**

**Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson St.
Phoenix, Arizona 85003**

10.7 **Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).**

10.8 **EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.**

HOME DEPOT U.S.A., INC. DBA: THE HOME DEPOT PRO INSTITUTIONAL, P.O. BOX 2317
JACKSONVILLE, FL 32203
INTERLINE BRANDS INC. DBA: SUPPLY WORKS, 701 SAN MARCO BLVD. 18TH FLOOR,
JACKSONVILLE, FL 32207

PRICING SHEET: NIGP CODE 45041

Terms:	NET 30
Vendor Number:	VC0000002248 VC0000005735
Certificates of Insurance	Required
Contract Period:	To cover the period ending December 31, 2024 2026.



ITEM # 16

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: APPROVE ISSUING AN EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING SERVICES REQUEST FOR PROPOSAL, NO. 23-11

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve issuing an Exterior Bus Graphics Decal Replacement and Repainting Services Request for Proposal, No. 23-11 (RFP No. 23-11); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact to issuing RFP No. 23-11 for Exterior Bus Graphics Decal Replacement and Repainting Services (see Attachment A). Once a contractor is selected for award, the City Council will be asked to consider approving a Professional Services Agreement and amend the City of Montebello Department of Transportation's (Transportation) Fiscal Year 2023-24 adopted budget. Funding for this project will be allocated primarily from Transportation's FY 2023-24 adopted operating budget: Transit Operating Budget – Outside Contracts.

BACKGROUND/DISCUSSION:

The City of Montebello operates Montebello Bus Lines (MBL) to provide public transportation services to the City and neighboring communities. The City is soliciting competitive proposals from fully qualified and experienced contractors, licensed in the State of California, to remove and install new decals/logos, bus numbers, and California numbers, for 50 active Hybrid and CNG New Flyer low-floor buses.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

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In February 2022, the City awarded an agreement to 789, Inc., for graphic design consulting services to update and refresh the City of Montebello and department branding and to develop a City-wide updated graphic standards manual. The intent of this project was to modernize the City's brand identity, including everything from transit buses' graphic decals, street signs, wayfinding, City banners, street monuments, letterhead, business cards, and the City logo.

Since that time, the City has purchased 16 new CNG New Flyer buses and installed a new contemporary eye-catching design. The new design has a bold and updated look which signals progress, standing and momentum for a 21st century environment. The City seeks a contractor to provide a turnkey solution for the remaining 50 buses in MBL's fleet. RFP No. 23-11 was developed setting clear expectations and a detailed scope of work to ensure that the selected contractor will effectively and efficiently install new bus decals/logos most advantageous to the City. As a vital public transportation system within the Greater Los Angeles Metropolitan Area, MBL must continue to ensure consistency of fleet appearance while improving the overall perception of the agency.

Once approved, the notice inviting proposals will be published using Planetbids.com, Masstransitmag.com, Transittalent.com, and the Wave Newspaper, beginning June 15, 2023. All bids will be submitted through the Planetbids.com platform. The due date for all proposals will be August 10, 2023. It is anticipated that a vendor will be selected in May with the award of a professional services agreement presented to the City Council for consideration shortly thereafter.

ENVIRONMENTAL:

N/A

ANALYSIS:

Staff requests approval to issue RFP No. 23-11, to identify a contractor that will remove MBL's existing bus decals and logos, primer and repaint, and install the new exterior bus graphics decal for the agency. The contractor will provide the requested services outlined in RFP No. 23-11, over a one-year (1-year) period.

A selection process will be used to evaluate proposals based on various qualitative components, and award an agreement based on a combination of price and qualitative considerations. Qualitative considerations include a management plan, Equipment and Facility, qualifications and experience, and technical approach.

<u>Qualitative and Price Considerations</u>		
1	Project Management Plan	10 points
2	Equipment and Facility	20 points
3	Qualifications and Experience	15 points
4	Technical Approach	30 points
5	Best Price Proposal	25 points
Total		100 points

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

Page 3 of 3

The award selection will be based on a combination of qualitative and price factors to determine the proposal deemed most advantageous to the City.

SUMMARY:

Staff recommends that the City Council approve issuing RFP No. 23-11, attached hereto in substantial form, to remove, repaint, and install new bus decals/logos on MBL's fleet; and direct staff to take such additional related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Request For Proposal (RFP) No. 23-11

NEXT STEPS:

N/A

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 23-11



**EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND
REPAINTING SERVICES**

June 15, 2023

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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EXHIBITS

Exhibit A - Indemnification and Hold Harmless Agreement and
Waiver of Subrogation and Contribution

Exhibit B – References

Exhibit C – Insurance

Exhibit D – Cost Proposal Sheet

Exhibit E – Statement of Disadvantaged Business Enterprise Participation

Exhibit F – Bidder’s List of Subcontractor (DBE and Non- DBE)

Exhibit G – Certification Regarding Debarment, Suspension and Other Responsibility
Matters - Primary Covered Transactions

Exhibit H – Performance Guarantee Certification

Exhibit I – Performance Bond

Exhibit J – Irrevocable Standby Letter Of Credit Certificate

Exhibit K – Bank Draft

Introduction/ Background

The City of Montebello (City), Montebello Bus Lines (MBL), is soliciting competitive proposals from fully qualified and experienced contractors, licensed in the State of California, to remove and install new decals/logos, bus numbers, and California numbers, for 50 active Hybrid and CNG New Flyer low-floors buses included in this project.

The City operates MBL to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities. As the third-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.

The City's intent of this Request for Proposal (RFP) is to obtain services to remove MBL's previous logo design and prepare the buses to have new paint and decals/logos applied from roof to bottom/all exterior current painted body panels, to ensure consistency of fleet appearance. The City reserves the right to increase or decrease the quantity listed and to delete any item from the contract.

In addition, the City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: June 15th, 2023
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-11
TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced contractors, licensed in the State of California, to remove and install new decals/logos, bus numbers, and CA numbers, for 50 active Hybrid and CNG New Flyer low-floors buses included in this project.

The term of the proposed agreement shall be for a **one year term** commencing upon the date of the contract execution between the City and the successful Contractor.

A Pre-Proposal Meeting will be held on **Tuesday, July 11, 2023**. The meeting will convene at **10:00 AM** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting.

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 Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.104
E-mail: randerson@montebelloca.gov

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, employee, or City department other than the City's Point of Contact 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, August 10, 2023, 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 sub-contracts financed in part or in 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 and MBL is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services on the basis of race, color or national origin in accordance with 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: Director of Transportation
 Address: 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	June 15 th , 2023
Pre-Proposal Meeting	Tuesday	July 11 th , 2023
Deadline to Submit Questions	Thursday	July 20 th , 2023, at 3:00 PM PST
Responses to Questions Provided	Thursday	July 27 th , 2023
Deadline to Submit Proposals	Thursday	August 10 th , 2023, at 3:00 PM PST
Presentations & Intent to Award	Week of August 21 st , 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 # 5	
2	Letter of Transmittal	Page # 37	
3	Licensing, Permits, and Certificates	Page # 17	
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	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension....	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal (accessed through the City of Montebello's official website at <https://cityofmontebello.hosted2.civiclive.com/cms/One.aspx?portalId=58756&pageId=84839>)

up to the hour of **3:00 p.m. on Thursday, August 10, 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 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 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. 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 to 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.

Proposal documents shall be deemed to include by reference each and every 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, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work 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 Scope of Work 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. Said addendum shall be posted on the <https://pbsystem.planetbids.com/portal/33072/portal-home> web page.

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Thursday, July 20th, 2022**. No questions will be answered individually by the City or Transportation Departments.

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 work site, 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 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 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 may 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. 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.

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 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; and/or
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 Vendors are hereby put on notice that each proposal received shall become the exclusive property of the City. Notwithstanding authorized exemptions and privileges, each Quote 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 if required to do 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 before the Proposal due date. Protests related to matters other than the content of the RFP shall be received no later than 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 strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful contractor (the "Contractor"), the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the 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 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, MBL prior to becoming a contract modification.

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the Contractor written notice thereof. Upon termination, MBL shall pay the Contractor his 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. The Contractor shall be liable for any and all costs incurred by MBL as a result of such default.

SCOPE OF CONTRACT

The Contractor shall provide all services necessary as per the Scope of Work 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 provide 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.

AWARD OF CONTRACT

The contract resulting from this RFP (or the "Agreement") 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 RFPs.

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.

Point of Contact

This RFP is issued by the City, and the Senior Management 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
 Attention: Rohan Anderson,
 Senior Management Analyst
 400 South Taylor Ave.
 Montebello, CA 90640
 (323) 558-1625 ext. 104
 Email: randerson@montebelloca.gov

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 OF PROPOSALS

MBL 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 MBL.

An evaluation committee will be appointed to review all proposals. The committee will be comprised of MBL 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.

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 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. (P/F)
- Proposer has demonstrated at least five (5) years of related services experience. (P/F)
- Proposer has demonstrated previous experience working for or with public agencies, transit entities, or corporations on security project. (P/F)

If the Proposer does not meet any of the criteria mentioned above, their proposal may not be considered for evaluation:

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 Considerations

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

1	<u>Project Management Plan</u> 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	<u>Equipment/ Facility</u> Contractor must demonstrate that they possess all required equipment, personnel and the facility required to perform this contract. MBL reserves the right to inspect location of work to be performed, which must be in compliance with all current applicable laws to perform work identified in this project.	20 points
3	<u>Qualifications and Experience</u> Demonstrate experience completing decals & design service projects of the same or similar magnitude. Presentation of a catalog of decal removal and installation experience and expertise most advantageous to the City.	15 points

4	<u>Technical Approach</u> Contractor will submit with their proposal a written plan of action, consisting of a schedule, listing the first bus/pilot bus and include the remaining 49 buses to be prepared, painted and logos/decals applied. Schedule shall include number of day's per-vehicle and when it will be ready for inspection at contractor's facility, prior to delivery to MBL property. Plan of action shall include contact persons and schedule adherence, as well as invoicing process.	30 points
	TOTAL	75 points

Price Considerations

The Price proposals will be evaluated as follows:

5	<u>Price</u> 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.	25 points
	TOTAL	25 points

All other Price proposals will be scored as follows:

Proposer Price Score = Best Price proposal x 25 (Total Points Available for Price Evaluation).

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Contractor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Contractor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, the Contractor will provide a credit letter in the amount specified to be applied to a subsequent invoice. Each such credit letter will include information concerning the date, time and nature of the violation(s), the amount assessed for each and the total amount credited. Failure to comply with any aspect of the Scope of Work may result in a credit to MBL of \$250 per violation.

BOND REQUIREMENTS

Bid Guarantee

The Contractors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 5% of the bid price.

In submitting this bid, it is understood and agreed by the Contractor that the City reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Contractor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Contractor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal.

Performance Guarantee

A Performance Guarantee in the amount of 100% of the Agreement first year value is required by the City to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit 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 Agreement execution (Exhibit I. Performance Bond). 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.

If the Contractor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish with its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Contractor. The Contractor shall also provide a statement from the banking institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.

5. It is in an amount equal to 100% of the Contract first year value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

SECTION 4 – SCOPE OF WORK

PROJECT DESCRIPTION

The Request for Proposal, No. 23-11, seeks a Contractor to furnish all labor, tools, materials, and equipment needed to complete 50 transit buses that require decal removal and complete exterior preparation, primer, paint, and supply and install the approved design of the City's logos/decals for this project. The Contractor must have a minimum of five (5) years of recent experience performing similar work/services. The work will be performed at the Contractor's body shop unless otherwise agreed to in writing by the City. Compensation will be based on the price sheet proposed in the Contractor's bid form (see Exhibit D).

TECHNICAL SPECIFICATIONS

EXTERIOR REPAINT & NEW DECALS/LOGOS PROJECT

The Contractor must meet specifications referenced in this RFP. It is the Contractor's responsibility to ensure the proposed methodology to remove current logos and decals, and bus preparation for new primer and paint meets or exceeds the specifications for application of new City decals/logos and numbers. The Contractor may visit MBL to review buses and current MBL logos and decals to fully understand the scope of work and application of the City's new logo/decal design.

SCOPE

The City's bus repaint and installation of new decals/logos must be in compliance with commercial painting industry standard. The painting applied to vehicles must be dry and suitable to accept the new decals/logos printed on 3M product. MBL new logos/decals are all designed by **789, Inc.**, and will require skilled applicators to install on the transit buses. Buses are similar in design with minor curves at the front of each bus and vents in the rear. It shall be the Contractor's responsibility to ensure that the decal installation match the current design as they have been applied at the front and rear of the City's buses.

Contractor shall receive one-(1) bus as a pilot bus that will receive all aspects of the work identified in this Scope of Work. The pilot bus and remaining fleet will be inspected by MBL Project Manager at the Contractor's facility. Upon acceptance of the Pilot bus, MBL will reserve four buses, and one of the four will always be in the inspection and approval phase. While the third bus is being accepted, the Contractor will be given the fourth bus.

Final acceptance of vehicle will happen upon Contractor delivering completed vehicle to MBL. MBL Project Manager must sign off that the vehicle conforms to all approved work and vehicle has arrived and ready for service.

EXTERIOR PREP AND PAINT

The project will consist of 50 Hybrid and CNG Low-floor buses:

The Contractor is responsible to prepare each bus to accept the primer and paint as required by the manufacture of the primer and paint product, and to ensure the City is protected under the warranty of the paint manufacture. The application of the new primer and paint will require the removal of current decals and pressure washing/cleaning of bus exterior. Areas to be primed and painted consist of current painted sections that include roof/caps, sides, and front and back as well as sections below the windows of the vehicles identified. The paint color must match the current paint applied to the buses and must meet the following standards:

INITIAL INSPECTION OF VEHICLE

The vehicle must be inspected, and digital pictures taken of each vehicle included in this contract prior to any work being performed and saved to a digital file for review by MBL and Contractor. Digital pictures must be made available to MBL upon request regarding contract or workmanship and or damage prior to doing any work on the City bus.

ASSESSMENT OF WORK

The removal of decals will reveal the condition of the paint below, and Contractor must determine if the paint can be buffed on the City's buses and remove all appearance of old decals. MBL will consider painting from the windows down on the buses based on assessment after the decals have been removed. The application of the decals, once the body of the bus has been cleaned and washed must cover all fading paint from the windows up to the rain gutter, and there for from the rain gutter up, the bus may be able to be buffed and or may need a new application of paint. This will be determined during the assessment of the bus.

EXTERIOR DAMAGE

The exterior of the vehicle is to be inspected for damage; pictures taken to confirm damage was present at time of assessment. All major bodywork will be noted and submitted to the MBL designated project manager for approval as extra work. Damage is to be repaired using materials and workmanship conforming to the best practices known in the transit industry. Functionally damaged, cracked or corroded panels are to be replaced with new parts. Scratched, dented, faded panels or minor cracks of less than a nickel thickness, shall be considered normal wear, and included in the cost of the rehab. Major body work shall be considered broken or severely cracked panels. The completed results of repairs/paint work must give the vehicle exterior the appearance of a new vehicle.

FRONT AND REAR BUMPERS

Bumpers are to be removed from the vehicle, rubber modules are to be cleaned appropriately removing all oils or debris and painted black, using only approved rubber/primer paint to prevent chipping or peeling and reinstalled with new hardware. The Contractor is to quote City of Montebello Bus Lines all rubber

bumper modules that are found to be torn or otherwise defective and un-repairable. Contractor (s) must use MBL's vendors for purchasing parts if price is lower than contractors provided estimate.

FENDERS AND SKIRT PANELS

Rubber fender flares are to be cleaned, painted and reinstalled. Excessively warped or broken flares are to be replaced. If fender flare replacement becomes necessary they are to be replaced as sets of four. Hinges prop rod, and latches on battery compartment door and skirt panels are to be replaced as needed.

Parts and Supplies

Defective body panels, or other parts such as hinges, prop rods, bumpers, bicycle racks must be estimated and approved for replacement by MBL project manager. MBL will provide for replacement excessively faded taillights, and or headlights.

Contractor will be given the opportunity to provide the parts, if the Contractor can provide a better price for like parts, and/or provide the part faster than MBL can obtain, if needed to complete the vehicle within the established time constraints.

EXTERIOR SIDES, FRONT, REAR AND ROOF

After the assessment is done and sections of the bus have been identified to be painted of the exterior. The exterior shall be pressure washed, prepared and primed and painted to provide a new appearance to the vehicle and must include the following process:

- a. Filler strips on rub rails are to be replaced.
- b. Exterior mirrors shall be replaced, with the exact same B&R mirrors with turn signal built into mirror, and include new arm, spacer and plug at the spacer, in addition to a new heavy duty mirror switch.
- c. Prep work to include but not limited to removing all exterior lights, fender flares, etc.
- d. All decals are to be removed and the body properly cleaned and or sanded and prepped before paint. Minor dings and scratches will be included in the base bid price.
- e. All major bodywork will be noted and submitted to the project manager for approval as extra work. All bodywork is to be done to current ISO9000 industry standards. Once the bus is properly prepared, the City's bus must be painted in Northstar base coat clear coat system (see the following Paint Procedure and Specification).
- f. The Contractor will be responsible for installing all decals including vehicle roof, side front and interior and CA numbers. Decals installed improperly, for example: misalignment, bubbles, excessive overlapping must be replaced at Contractor's expense.

Note: At no time is the Contractor to paint around lights, glazing/rubber, window frames, latches etc. Taping around any accessory, part window molding or decal is unacceptable. Contractor will be required to adhere to this, and if caught painting around any identified items must be repainted at the Contractor's Expense.

PAINT PROCEDURE AND SPECIFICATION

The following Paint Procedure must be followed:

- a. Surface Preparation- All surfaces must be thoroughly power washed and degreased prior to primer and paint application and dry to meet 3M decal application. All bodywork and repairs must be cleaned, sanded, and allowed to fully cure. Use Northstar S10 Cleanwipe as a final wipe.
- b. Primer Preparation- All surfaces must be dried with compressed air. Compressed air must have a relative humidity of 30% or less. Bus shall be primed within 24 hours of surface preparation.
- c. Primer- Surface to be primed with Northstar Coatings, division of Lusid Technologies, Inc., EP210-series Epoxy Primer. The EP210 will be applied in two coats to a dry film thickness (DFT) of 2.0 – 2.5 mils.
- d. Body White – Allow Northstar Epoxy Primer to cure for a minimum of 90 minutes at 77 degrees
- e. Northstar Epoxy Primer must be top coated before 48 hours. If Northstar Epoxy Primer is allowed to cure in excess of 48 hours, primed surface must be scuff sanded prior to topcoat or basecoat application. Apply Northstar 990-WB9791 Z-1 Oxford Bright White Basecoat to body and roof surfaces. (See Bus layout)
- f. Clear Coat- Apply Northstar MS210 Clear to areas painted Northstar Z-1 Oxford Bright White in should be applied in two (2) coats to a DFT of 2.0-2.5 mils. Allow MS210 to cure for 24 hours at 77 degrees F prior to decal application.
- g. Tape Removal- All tape must be removed carefully and quickly from fully Basecoated Bus. Inspect all areas for any dirt, dust or other contamination prior to application of Clear.

VOC Rules- All products and application requirements must be in compliant with SCAQMD Rules 1151, 1107, and 1171.

DECALS/LOGOS REQUIRED

The project will consist of 50 Hybrid and CNG Low-floor buses:

The Contractor must provide new approved materials and inks that will be used for the City's decals/logos. The new decals/logos must not be applied until the paint has cured. Paint must be thoroughly cleaned to accept new product, and if there are any issues arising from the improperly applying or cutting or attempting to install decals inappropriately, Contractor must correct the issues and will be burdened with the additional cost of replacing the decal and paint damage as a result of replacing the damaged product.

The type of material used to produce the new Artwork/Decals is as follows:

- Production Specs:

Digital print on 3M 180C-10 White Vinyl with 3M 8518 Lamination and 3M Window Perf w/ 3M 8914 Lamination, Kiss Cut, Weed, and 3M SCPM-44X Premask. 3M 180C Series Vinyl must be used for Roof, Interior, Exterior, & CA Numbers.

Roof Numbers, Interior and Exterior Numbers and CA numbers

- Roof numbers, interior and exterior and CA numbers will be required for all MBL's 50 New Flyer low-floor buses. The Contractor must bid appropriately.

Product specifications for the material to be used for interior and exterior numbers including CA, must be 3M 180C Series Vinyl must be used for Roof, Interior, Exterior, & CA Numbers.

CLEANING OF BUS

Buses that are ready for final review and acceptance must be detailed and ready for delivery. The purpose is to ensure all dust, tape; overspray and debris do not hide potential concerns.

Detail must include interior: ceiling to floor, stations, seating, side panels, wheelchair parked and deployed, vents windows (graffiti guard removed and put back). Exterior cleaning includes: engine compartment, removal of all dirt, debris and dust, cleaning of vents and polishing exterior of wheels front and rear, opening roof-caps and blowing out all debris and hosing off tanks. Most of the exterior cleaning should have already been completed prior to painting.

Buses delivered to MBL after acceptance that have not been detailed and or approved for delivery, MBL reserves the option of detailing any and or all buses and subtract associated labor and material from the final invoice of vehicles identified if the Contractor declines to rectify the issue within 24 hours of notification. Labor and material for each bus that failed inspection as stated above in the amount of \$250.00 per-bus/incident, will be subtracted from the final invoice of each vehicle that failed to meet MBL's standards.

PICKUP AND DELIVERY OF VEHICLES

- Contractor must provide a DOT certified driver(s) with insurance that will pick-up and return the vehicles to designated location(s).
- The City's buses will be picked up and returned to 400 So. Taylor Ave. Montebello, CA 90640. Between the hours of 8:00 – 5:30 pm. Mon-Fri. Contractor's driver(s) must not leave until the vehicle is signed off by MBL Maintenance Supervisor. The driver is to bring with them a QA sheet that identifies all inspection points. There must be a QA sheet at time of pick-up of City bus and drop-off of vehicle.
- The Contractor must provide his/her driver transportation.

CODES AND STANDARDS

All work and materials used in this project must be in accordance with the requirements of all applicable local codes; ordinances, rules and regulations of all authorities who have jurisdiction to include AQMD, EPA and DOT.

WARRANTY AND SERVICE

The Contractor will provide warranty on workmanship from time of acceptance and clearly noted on cost sheet. Warranty on paint must cover fading, blistering, peeling in the areas that contractor performed work, and documented, for a period of five-(5) years.

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Contractor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Contractor will state and identify its involvement with other clients for both past and present projects. The Contractor will state the client's name, and references for similar projects, particularly those conducted for public transit in particular and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Contractor's involvement and responsibility should be defined for each project.
- Identify any subcontractors by company name, address, contact person, and telephone number and project function.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subcontractors proposed.

FIRM QUALIFICATIONS

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. 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.
- B. 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.
- C. 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.
- D. The firm must have a minimum of five years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.
- E. Licensed to do business in the State of California.
- F. Experience with projects of similar size and scope.

SECTION 6 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on, 2023, 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 individually as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to provide reliable and effective Exterior Bus Graphics Decal Replacement and Repainting Services ("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 June 15, 2023 (RFP No. [23-11]), 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, 2023 , and shall be valid until.....,2024, unless terminated sooner as provided in Section 7 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. 23-11;
- B. Proposer's [DATE] Proposal for Exterior Bus Graphics Decal Replacement and Repainting 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. 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's 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. CONTRACTOR hereby agrees that all work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONTRACTOR may take and retain copies of such written products as desired.

B. 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.

C. 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 seek a refund for such costs; and (3) such costs were within the scope of work 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-Contractors 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-Contractors 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-Contractors 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 **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 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.

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.

CONTRACTOR 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-Contractors, 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 of 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 subcontractor, 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-Contractors, 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 7 - FORMS AND CERTIFICATIONS**LETTER OF TRANSMITTAL**

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 23-11

EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING 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 agreement.

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 an 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 only 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:

Contractor'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 No. 23-11, Exterior Bus Graphics Decal Replacement and Repainting 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: RFP No. 23-11 **Exterior Bus Graphics Decal Replacement and Repainting Services** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, 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 Waiver 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 Waiver 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 Waiver.

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 Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____	Name: _____
<i>(Print)</i>	<i>(Print)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)</i>
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 <i>(Please include contract value, award date, term of contract, and description of work):</i>	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 <i>(Please include contract value, award date, term of contract, and description of work):</i>	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 <i>(Please include contract value, award date, term of contract, and description of work):</i>	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.

The 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 01 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 the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 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. 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 \$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, 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 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 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 beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D**RFP No. 23-11****EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING SERVICES****COST PROPOSAL SHEET**

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (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.

Item #	Description	Per Bus Price	Total Price
1	Labor – Remove Existing Decals/Logos	\$	\$
2	Labor – Body/Dent Repair	\$	\$
3	Labor – Painting	\$	\$
4	Labor – Install New Decals/Logos	\$	\$
5	OEM Materials– 3M Manufactured	\$	\$
6	Paint Materials Rate	\$	\$
GRAND TOTAL			\$

List other costs/fees:

Description

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F**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	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$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	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**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/Principal)

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 and 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 H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Contractor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Contractor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I

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, executors, 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 its 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.

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.

EXHIBIT J**IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE**

The undersigned states that he/she is of the _____ of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K
Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

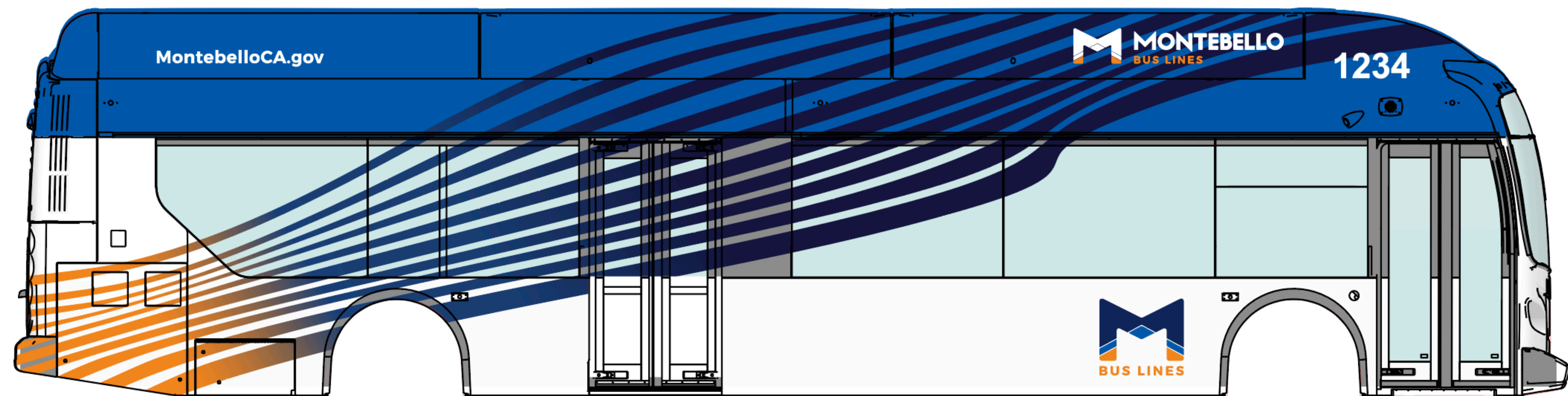
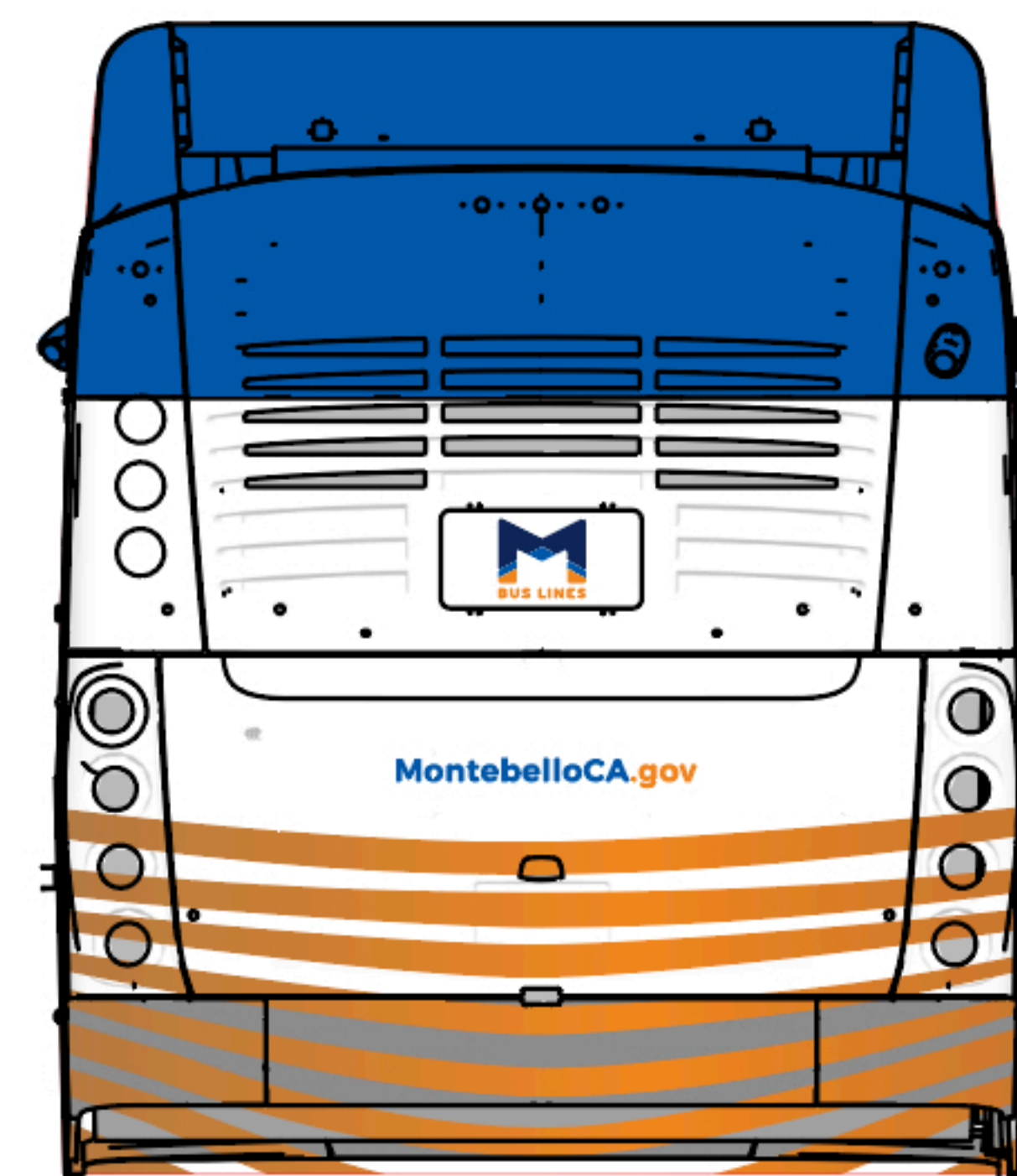
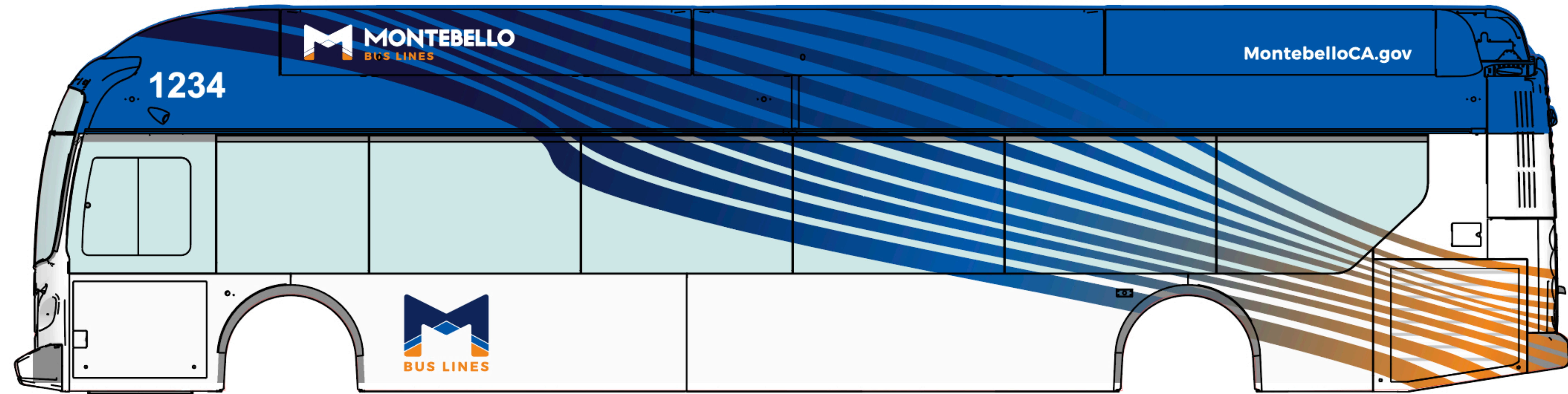
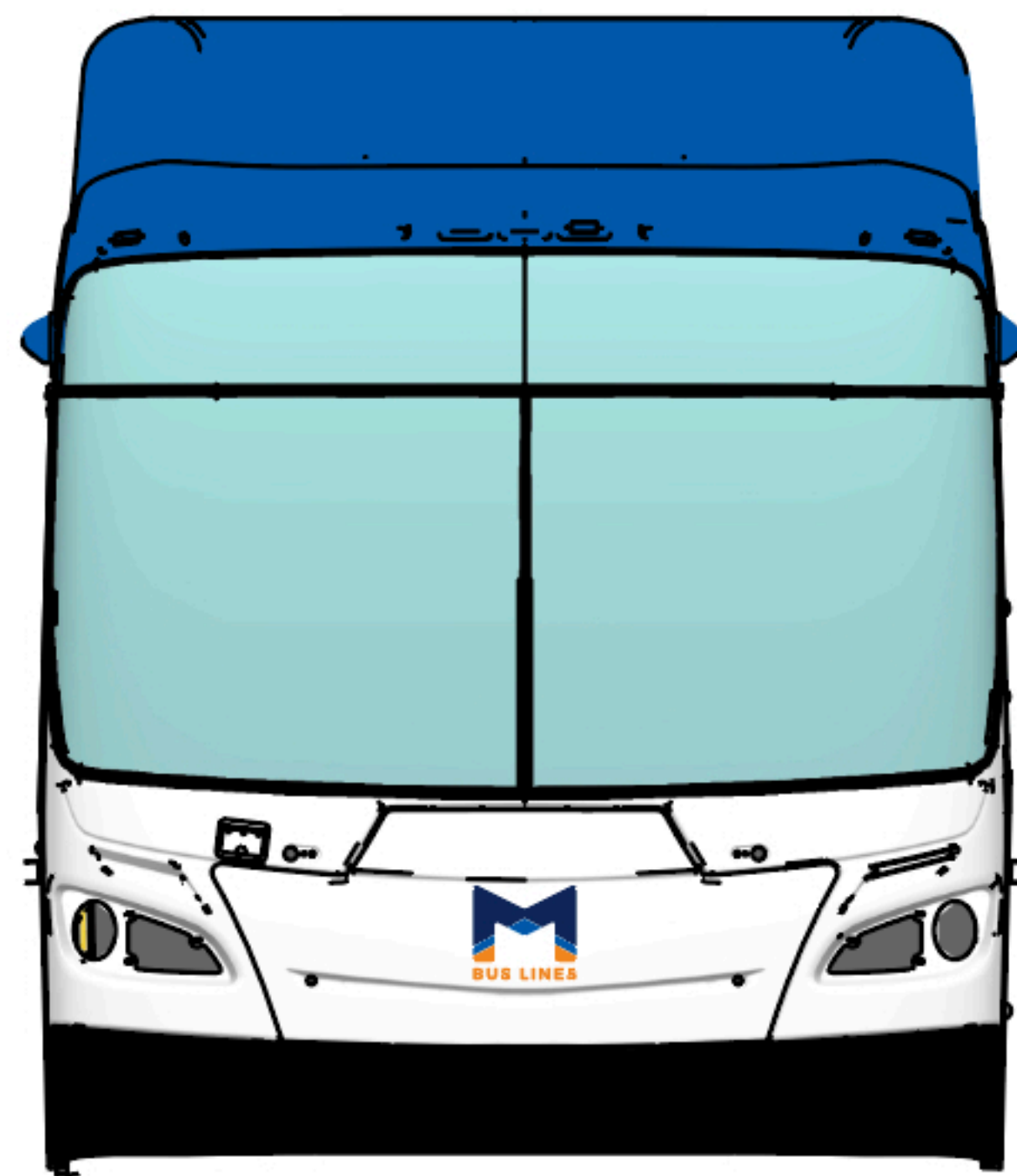
To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

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ITEM # 17

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **APPROVE ISSUING A SCRUBBERS AND SWEEPER EQUIPMENT REPLACEMENT REQUEST FOR QUOTE, NO. RFQ-23-1**

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Issuing a Scrubbers and Sweeper Equipment Replacement Request for Quote, No. RFQ-23-1; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact to issue RFQ No. Q-23-1 for the Scrubbers and Sweeper Replacement (see Attachment A). Once a vendor is selected for award, the City Council will be asked to consider approving a Professional Services Agreement and amend the City of Montebello Department of Transportation's (Transportation) Fiscal Year 2023-24 adopted budget. Funding for this project will be allocated primarily from Transportation's FY 2023-24 adopted operating budget.

BACKGROUND/DISCUSSION:

The City of Montebello is soliciting quotes from highly qualified vendors to provide three (3) new Scrubbers and Sweeper Industrial Equipment ("Scrubbers and Sweeper"). MBL must purchase two (2) new scrubbers and a sweeper to maintain the cleanliness of the MBL maintenance facilities. The current models are close to 20 years old and past their useful life.

RFQ No. Q-23-1 seeks a vendor to provide three (3) new Tennant Scrubbers and Sweeper models S30, T16, and T20. The equipment will be used to clean the MBL

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

Page 2 of 2

maintenance facilities and surrounding pavement of the facility. The selected vendor must provide Scrubbers and Sweeper that are new, meet the Original Equipment Manufacturer (OEM) specifications, and include a unique tracking number.

Once approved, the notice inviting proposals will be published using Planetbids.com, Masstransitmag.com, Transittalent.com, and the Wave Newspaper, beginning June 15, 2023. All bids will be submitted through the Planetbids.com platform. The due date for all proposals will be July 13, 2023. It is anticipated that a vendor will be selected in August with the award of a professional services agreement presented to the City Council for consideration shortly thereafter.

ENVIRONMENTAL:

N/A

ANALYSIS:

MBL is requesting authority to issue RFQ No. Q-23-1, to identify a vendor to provide three (3) Scrubbers and Sweeper to replace MBL's old Tennant sweeper model 6500, Tennant combination sweeper/scrubber model 7200, and Tenant scrubber model 7300.

The new models will be the Tennant S30 (sweeper), T16 (scrubber), and T20 (scrubber). Each model serves a specific purpose for the maintenance shop and surrounding facilities. The S30 will be mostly used for cleaning the outside areas of the maintenance facility. The T16 will be used for cleaning smaller spills and cleaning smaller width areas in the maintenance building. Finally, the T20 will clean larger area spills inside the maintenance facility shop and outside of the maintenance facility shop.

The acquisition of the Scrubbers and Sweeper will be obtained through the procedures outlined in Montebello Municipal Code ("MMC") Section 3.20.080, as authorized under California Government Code Section 54202. In accordance with MMC 3.20.080(E) a contract shall be awarded by the City Council to the lowest responsible bidder.

SUMMARY:

Staff recommends that the City Council approve issuing RFQ No. Q-23-1, attached hereto in substantial form, to replace MBL's existing Sweepers and Scrubbers; and direct staff to take such additional related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Request for Quotes (RFQ), No. Q-23-1

NEXT STEPS:

N/A

City of Montebello



REQUEST FOR QUOTE (RFQ) No. Q-23-1



SCRUBBERS AND SWEEPER REPLACEMENT

June 15th, 2023

ONLINE QUOTE SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFQ are posted at:
<https://pbsystem.planetbids.com/portal/33072/portal-home>

INTRODUCTION

The City of Montebello ("City"), Montebello Bus Lines (MBL), is soliciting quotes from highly-qualified vendors to provide three (3) new Tennant scrubbers and sweeper equipment. MBL must purchase new scrubbers and sweeper to replace old inoperable sweeper and scrubber Tennant models 6500, 7200, and 7300.

As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 4.5 million passengers annually 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. To provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities, the agency relies on the Maintenance Division to have the relevant equipment required to maintain and service MBL's fleet.

SCOPE OF SERVICES

PROJECT DESCRIPTION

This Request for Quote (RFQ) seeks a Vendor ("Vendor") to provide three (3) new scrubbers and sweeper equipment Tennant models T16, S30, and T20. The scrubbers and sweeper equipment are meant to clean the flooring and surrounding pavement at the MBL maintenance facility. The selected Vendor must provide scrubbers and sweeper equipment that are new, meet the Original Equipment Manufacturer (OEM) specifications, and include a unique tracking number.

Manufacturer: Tennant

TENNANT SCRUBBERS AND SWEEPER EQUIPMENT

1. **Tennant S30** – This sweeper will require the base equipment and the optional equipment listed below:
 - a. Audio-Visual Backup Alarm
 - b. Light Packages
 - c. Rear Tower Bumpers
 - d. Dual Side Brushes
 - e. WaterShield Side Brush Wet Dust Control
 - f. Blower Attachment
 - g. Vacuum Wand
 - h. Fire Extinguisher
 - i. Steel Hopper
 - j. Engine-LPG
2. **Tennant T16** – This scrubber will require the base equipment and the optional equipment listed below:
 - a. EC-H2O Solution System
 - b. FAST-Foam activated Scrub Technology
 - c. ES-Extended Scrub w/ Detergent Metering
 - d. Scrubbing Side Brush
 - e. Back-Up Rear Safety AV Module (LED)

- f. Tubular Steel Front Bumper
 - g. Tubular Steel Rear Squeegee Guard
 - h. Spray Hose (15ft/5m) w/ Retracting Reel
 - i. Pre-sweep Attachment with Dust Control
 - j. Battery Watering System
 - k. Dual Vacuum Fans
 - l. Rollout Battery Kit
 - m. Head Light (LED)
 - n. Vacuum Wand (on demand)
 - o. On Board Charger
 - p. High-Capacity Batteries (4hrs) 36V, 360AH
3. **Tennant T20** – This scrubber will require the base equipment and the optional equipment listed below:
- a. Engine-LPG

Warranty:

- A. The Vendor warrants all provided services, components, parts, and material furnished under this contract against defects or failures, for a period of at one (1) year from the date of acceptance.
- B. Warranty repairs shall include materials, freight of any kind, travel expenses, mileage, labor, and any other related expenses necessary to correct defects.

Term of Agreement

- A. Completion of this project will be no later than **December 30th, 2023**. However, the City may grant additional hours for services related to this project.

GENERAL TERMS AND CONDITIONS

QUOTE SUBMITTALS

Quotes must be received by **Thursday, July 13th, 2023, at 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in this RFQ. No exceptions will be granted regardless of reason or circumstances. Quote Submittals will be received electronically via the City website, on-line electronic submission at www.PlanetBids.com

The RFQ shall include the following:

- Cover sheet stating the following:
 - Company/Vendor Name
 - Name of Representative
 - Contact telephone and email
 - Signature
 - Title
 - Date

- Vendor's resume
- Cost Proposal Sheet
- Three (3) references

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

POINT OF CONTACT

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

City of Montebello Transportation Department
 Attention: Rohan Anderson,
 Senior Management Analyst
 400 South Taylor Ave.
 Montebello, CA 90640
 (323) 558-1625 ext. 104
 Email: randerson@montebellocity.gov

If the Point of Contact determines a response to any such inquiry is warranted, the response will be issued to all prospective Vendors via:

<https://pbsystem.planetbids.com/portal/33072/portal-home>

INCORPORATION OF QUOTE INTO AGREEMENT

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

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	June 15 th , 2023
Deadline to Submit Questions	Tuesday	June 27 th , 2023, at 3:00 PM PST
Responses to Questions Provided	Thursday	July 6 th , 2023
Deadline to Submit Proposals	Thursday	July 13 th , 2023, at 3:00 PM PST
Presentations & Intent to Award	Week of August 7 th , 2023	

ADDENDA

Any changes made by the City to the requirements in this RFQ will be made by written addenda. Any written addenda issued to this RFQ 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 RFQ as the result of oral instructions. The City reserves the right to revise or withdraw this RFQ at any time and for any reason.

CLARIFICATIONS

Should a Vendor require clarifications of this RFQ, the Vendor shall notify the Point of Contact identified in this RFQ 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 no later than **3:00 pm, Tuesday, June 27th, 2023**. No questions will be answered individually by the City or MBL.

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 Vendors in accordance with the procurement schedule for this RFQ. 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 Vendors must satisfy themselves by personal examination of any worksite, drawings, Scope of Services, 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 Vendor shall at any time after submission of the Quote, 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 City and clarified before the submission of Quotes.

WITHDRAWAL OF QUOTES

Proposing Vendors may withdraw their Quotes in writing, provided that such requests are received by the City before the scheduled deadline for Quote submission or within six (6) months following the scheduled deadline for Quote submission when no contract has been awarded.

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 period specified in the RFQ. 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 successful Vendor, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between Vendor 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 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.

SCOPE OF CONTRACT

The Vendor shall provide all services necessary as per the Scope of Service described in this RFQ.

AWARD OF CONTRACT

The contract resulting from this RFQ will be awarded to the responsive and responsible Vendor whose quote, conforming to the requirements of the RFQ, is determined to be the lowest responsible bidder ("Best Value" as described in the Federal Transit Administration Circular 4220.1F). No agreement shall exist until the City Council or the City Manager has awarded the contract and it has been mutually executed. The City reserves the right to:

- Accept all or any part of a Quote;
- Reject any or all Quotes for any reason;
- Waive any informality or minor errors to the extent permitted by law;
- Award the Agreement as the interest of the City may require;
- Cancel the entire RFQ; and/or
- Issue subsequent RFQ's.

An Evaluation Committee comprised of MBL staff in accordance with the Quote Evaluation Criteria set forth in the Evaluation Criteria section of this RFQ will evaluate all the Quotes.

EVALUATION CRITERIA

Acceptance of any statement submitted pursuant to this RFQ shall not constitute any implied intent to enter into a contract for consulting services. Award will be made to the Vendor whose quote offers lowest responsible Bidder whose Quote complies with all requirements prescribed herein. If lowest responsible Bidder refuses or fails to execute the Contract, the City may award the contract to the next lowest responsible Bidder.

REFERENCES

All reference information requested in this RFQ and specified in the form included in this RFQ must be submitted with the Quote. Refer to Exhibit A.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Vendor's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFQ Evaluation Committee members would travel, at City expense, to sites at which finalist Vendors 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 Vendor's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the Quote it shall be signed and the full name and address of the Vendor shall be given. If a partnership makes the Quote, 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 Quote, 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 Quote. A certified letter is to be included in the Quote 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 Vendor in:

- Preparing the Quote in response to this request
- Submitting that Quote to the City
- Negotiating with the City any matter related to this Quote, and/or
- Any other expenses incurred by the Vendor 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 Quotes for no reason or any reason including but not limited to the following:
 - a. The Quote is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - b. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Vendor 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 Quote that, in the opinion of the City, is so unbalanced in comparison to other Quotes 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 Quote;
4. Cancel the entire RFQ;
5. Issue subsequent RFQs; or
6. Waive any errors or informalities in any Quote, to the extent permitted by law

LICENSING, PERMITS, AND TAXES

The Vendor 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 Vendor. The successful Vendor is liable for all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Vendor's product, 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 RFQ.

CONFIDENTIALITY AND PUBLIC RECORD

All Vendors are hereby put on notice that each Quote received shall become the exclusive property of the City. Notwithstanding authorized exemptions and privileges, each Quote 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 if required to do by law.

JOINT OFFERS

Where two (2) or more Vendors desire to submit in response to this RFQ, they shall do so on a prime-sub Vendor 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 Quote submitted on behalf of any form of a joint venture or partnership between two (2) existing Vendors may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful Vendor 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 Vendor. Personnel shall not be employees of or have any contractual relationship with the City. Successful Vendor's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Vendor will not be tolerated and the offense can be justification for termination of the contract. All sub-Vendors of successful Vendor shall abide by all the requirements outlined in this section.

SINGLE QUOTE RESPONSE

If only one Quote is received in response to this RFQ, a detailed cost/price Quote may be requested of the Vendor. 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, Vendor 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 (RFQ) number.
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 RFQ shall be received no later than ten (10) days before the Quote due date; or within five (5) days after Quote 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 Point of Contact 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.

EXHIBIT A REFERENCES

At Least Three (3) References

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

**CITY OF MONTEBELLO
MONTEBELLO BUS LINES**

Exhibit B

RFQ No. Q-23-1

**OUTDOOR SWEEPER AND SCRUBBER REPLACEMENT
COST PROPOSAL SHEET**

Quantity	Description of Work	Cost of Needs
3	Outdoor Sweeper and Scrubber Equipment	\$
1	Shipping Cost	\$
	Warranty (Months)	
		\$
		\$
		\$
<i>TOTAL</i>		\$

List other costs/fees:

Description

Cost/Fees

_____	_____
_____	_____
_____	_____
_____	_____

Authorized Signature:	Date:
Print Name & Title:	
Business Name:	
Address:	
City, State, Zip:	
Phone Number:	
E-mail Address:	



ITEM # 18

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **ADOPT RESOLUTION NO. 23-42 TO AUTHORIZE THE SUBMISSION OF APPLICATIONS TO THE FEDERAL TRANSIT ADMINISTRATION TO RECEIVE FUNDING FOR HYDROGEN FUEL CELL ELECTRIC BATTERY BUSES AND TRANSIT FACILITY HVAC UPGRADE PROJECTS**

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-42 to authorize the submission of applications to the Federal Transit Administration (FTA) to receive funding for hydrogen fuel cell electric battery buses (FCEBs) and transit facility heating, ventilation, and air conditioning (HVAC) upgrade projects; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello is eligible to apply for federal funding through the Federal Transit Administration (FTA) Urbanized Area Formula Funding program under Title 49 U.S.C. Chapter 53 Section 5307 (49 U.S.C. 5307) (see Attachment A). The FTA Section 5307 Funding (5307 Funding) is distributed every year through the Bus Operators Subcommittee (BOS) of the Los Angeles County Metropolitan Transportation Authority (Metro). The proposed Section 5307 Funding allocations for each project are as follows:

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

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	Section 5307			Section 5307 15%	Section 5307
Project	FY2018	FY2019	FY2020	FY2023	Funding Total
Hydrogen Fuel Cell Electric Battery Buses	\$ 1,329,802	\$ 502,973	\$ -	\$ 1,764,600	\$ 3,597,375
Transit Center Upgrade (HVAC)	\$ -	\$ 4,073,376	\$ 2,240,702	\$ -	\$ 6,314,078
FY Allocation Total	\$ 1,329,802	\$ 4,576,349	\$ 2,240,702	\$ 1,764,600	\$ 9,911,453

After approval of the applications to FTA for the Section 5307 funding, Staff will return to the City Council with an item amending the budget to appropriate these funds in the proper accounts.

BACKGROUND/DISCUSSION:

The City of Montebello is eligible to apply for federal funding through the Federal Transit Administration (FTA) Urbanized Area Formula Funding program under Title 49 U.S.C. Chapter 53 Section 5307 (49 U.S.C. 5307) (see Attachment A). The FTA Section 5307 Funding (5307 Funding) is distributed every year through the Bus Operators Subcommittee (BOS) of the Los Angeles County Metropolitan Transportation Authority (Metro). As a BOS member, MBL receives allocated 5307 Funding that must be obligated within five (5) years of the date of disbursement to prevent a lapse of funds. Over the past five (5) years, MBL has received the following 5307 funds:

- FY 2018 - \$1,329,802
- FY 2019 - \$4,576,349
- FY 2020 - \$4,578,946
- FY 2021 - \$4,510,751
- FY 2022 - \$1,764,600

The 5307 Funding allocation for Fiscal Year 2018 must be obligated to prevent funds from lapsing on September 30, 2023, respectively.

On March 23, 2022, the City Council approved resolution No. 22-13 to authorize submitting an application to the BOS for FY 2023 FTA Section 5307 – 15% Discretionary Capital Funds. This grant opportunity provides for funds to be awarded competitively for the financing of capital projects such as bus purchases, mechanical rehabilitation of existing buses to extend the life of the bus, and the structural rehabilitation of transit centers. On April 19, 2022, BOS awarded the City \$1,764,600 to replace gasoline hybrid buses with FCEBs (see Attachment B). The awarded grant will assist MBL to align with the City's commitment to invest in the innovative, cutting-edge technology required to further reduce its carbon footprint and support the sustainable electrification of transportation.

City Council is being asked to consider authorizing the submission of an application to the FTA to receive funding for hydrogen fuel cell electric battery buses and transit facility HVAC upgrade projects.

ENVIRONMENTAL:

N/A

ANALYSIS:

Through MBL, the City serves 14 cities within the Greater Los Angeles Metropolitan Area as well as portions of Unincorporated Los Angeles County. MBL's service area is comprised of the City of Montebello and a quarter mile radius from any fixed route bus stop, which encompasses a population of 361,624 individuals. The services provided include eight (8) fixed route bus lines comprised of seven (7) local routes and one (1) express route. Correspondingly, a need exists to maintain an efficient and reliable bus fleet to serve public transportation.

A. Hydrogen Fuel Cell Electric Battery Buses (FCEBs)

On October 27, 2021, the City Council adopted Resolution No. 21-80 approving MBL's Zero Emission Bus (ZEB) Rollout Plan to serve as a blueprint for how MBL plans to achieve a full transition to zero-emissions technologies by 2040. The ZEB Rollout Plan provides information on strategies necessary to address MBL's current bus fleet composition, future bus purchases, facilities and infrastructure modifications, and potential funding sources. Following the ZEB Rollout Plan, MBL identified the 5307 Funding as an additional funding opportunity to assist with the purchase of FCEBs.

B. HVAC Upgrades

On January 25, 2023, the City Council approved an energy services contract with Alliance Building Solutions, Inc. for the construction of energy conservation measures at various City facilities. City staff had identified failing HVAC equipment located at the Transportation Department Facility, built in 1996, that operates with low energy efficiency and exceeded its useful life. The project proposed to replace much of this equipment with new energy-efficient equipment that will result in substantial annual energy and maintenance savings. Additionally, the project will install solar photovoltaic (PV) equipment that will lower energy bills. The reduced energy consumption will not only result in immediate annual savings on utility bills but also reduce potential adverse budget impacts in the future from unpredictable annual increases to SoCal Edison (SCE) rates.

SUMMARY:

Staff recommends the City Council adopt Resolution No. 23-42 (see Attachment C) to authorize submission of applications to the Federal Transit Administration to receive funding for hydrogen fuel cell electric battery buses and transit facility HVAC upgrade projects; and take such additional, related action that may be desirable.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

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ATTACHMENT(S)

1. Attachment A – FTA Fact Sheet: Urbanized Area Formula Grants
2. Attachment B – FY 2023 FTA Section 5307 15% Capital Discretionary Fund Allocations
3. Attachment C – Resolution No. 23-42 for Application to FTA

NEXT STEPS:

N/A



U.S. Department of Transportation
Federal Transit Administration



FACT SHEET:
URBANIZED AREA FORMULA PROGRAM GRANTS
49 U.S.C. Chapter 53, Sections 5307 & 5340

	FY16 (in millions)	FY17 (in millions)	FY18 (in millions)	FY19 (in millions)	FY20 (in millions)
Passenger Ferry	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Urbanized Area Formula (5307)	\$4,508.90	\$4,599.68	\$4,696.90	\$4,797.11	\$4,899.45
Growing States/High Density Formula (5340)	\$536.26	\$544.43	\$552.78	\$561.31	\$570.03
Urbanized Area Formula Program TOTAL	\$5,075.16	\$5,174.11	\$5,279.68	\$5,388.42	\$5,499.48

PROGRAM PURPOSE: The Urbanized Area Formula Funding program (49 U.S.C. 5307) makes Federal resources available to urbanized areas and to Governors for transit capital and operating assistance and for transportation related planning in urbanized areas. An urbanized area is an Census-designated area with a population of 50,000 or more as determined by the U.S. Department of Commerce, Bureau of the Census.

Statutory References: 49 U.S.C. Section 5307 and 5340 / FAST ACT Sections 3004, 3016

Program Requirement: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/urbanized-area-formula-program-guidance-and>

Eligible Recipients: Funding is made available to designated recipients, which must be public bodies with the legal authority to receive and dispense Federal funds. Governors, responsible local officials and publicly owned operators of transit services are required to designate a recipient to apply for, receive, and dispense funds for urbanized areas pursuant to 49 U.S.C. 5307(a)(2). The Governor or Governor's designee is the designated recipient for urbanized areas between 50,000 and 200,000.

Eligible Activities: Eligible activities include planning, engineering, design and evaluation of transit projects and other technical transportation-related studies; capital investments in bus and bus-related activities such as replacement of buses, overhaul of buses, rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in new and existing fixed guideway systems including rolling stock, overhaul and rebuilding of vehicles, track, signals, communications, and computer hardware and software. All preventive maintenance and

some Americans with Disabilities Act complementary paratransit service costs are considered capital costs. For urbanized areas with populations less than 200,000, operating assistance is an eligible expense.

For urbanized areas with 200,000 in population and over, funds are apportioned and flow directly to a designated recipient selected locally to apply for and receive Federal funds. For urbanized areas under 200,000 in population, the funds are apportioned to the Governor of each state for distribution.

What's Changed?

The 100 Bus Rule has been expanded to include demand-response service, excluding ADA complementary paratransit service. An exception to the 100 Bus Rule has been added as well. If a public transportation system executes a written agreement with one or more other public transportation systems within the urbanized area to allocate funds by a method other than by measuring vehicle revenue hours, each public transportation system that is part of the written agreement may follow the terms of the written agreement instead of the measured vehicle revenue hours.

Under Grant Recipient Requirements, a provision has been added that directs recipients to maintain equipment and facilities in accordance with their transit asset management plan.

Recipients are no longer required to expend 1% of their funding for associated transit improvements. However, recipients are still required to submit an annual report listing projects that were carried out in the preceding fiscal year.

Funding:

Federal Share: The Federal share is not to exceed 80 percent of the net project cost. The Federal share may be 90 percent for the cost of vehicle-related equipment attributable to compliance with the Americans with Disabilities Act and the Clean Air Act. The Federal share may also be 90 percent for projects or portions of projects related to bicycles. The Federal share may not exceed 50 percent of the net project cost of operating assistance.

Formula Details: Funding is apportioned on the basis of legislative formulas. For areas of 50,000 to 199,999 in population, the formula is based on population and population density. For areas with populations of 200,000 and more, the formula is based on a combination of bus revenue vehicle miles, bus passenger miles, fixed guideway revenue vehicle miles, and fixed guideway route miles as well as population and population density.

Passenger Ferry Grant Program: \$30 million is set aside for passenger ferry grants, to be allocated through competitive selection.

Anything else relevant: Funds are available the year appropriated plus five years.

Other:

- Match can come from [other Federal \(non-DOT\) funds](#). This can allow local communities to implement programs with 100 percent federal funding.
- Agencies that receive Section 5307 funding must offer [half fare or reduced fare](#) to people with disabilities and seniors during off-peak hours for fixed-route services.

For Additional Information on FTA and the FAST Act, please visit: www.transit.dot.gov/fastact

FY 2023 FTA Section 5307 15% Capital Discretionary and 1% Associated Transit Improvement Fund Allocation
BOS Recommendations
19-Apr-22

Section 5307 15% Project Proposals

Project Proposal	Sponsor	Amount Requested	Award Value
Regional Training	SCRRTC/Southern California Regional Transit Training Consortium	\$ 360,000	\$ 360,000
Purchase of Ten Battery Electric Buses	Culver City Transit	\$ 7,000,000	\$ 3,649,560.50
Zero Emission Bus Infrastructure	Foothill Transit	\$ 6,400,000	\$ 3,349,560.50
Purchase (7) 40-foot Zero Emission Buses	City of Gardena's GTrans	\$ 698,466	\$ 698,466
Replace (3) CNG Buses	LADOT/City of Los Angeles Department of Transportation	\$ 2,592,631	\$ 2,592,631
LBT1 Facility Modernization Project	Long Beach Transit (LBT)	\$ 8,000,000	\$ 3,200,000.00
Replace (5) gasoline hybrid buses with hydrogen fuel cell	City of Montebello Bus Lines	\$ 4,411,500	\$ 1,764,600
Charging Infrastructure Project	LA Metro	\$ 40,000,000	\$ 24,174,000
Transportation Facility Improvements (Phase III)	City of Norwalk	\$ 1,221,105	\$ 760,113
Purchase Ten Zero-Emission Battery Electric Buses	City of Santa Monica's Big Blue Bus	\$ 8,642,104	\$ 8,642,104.00
	Total Requested	\$ 78,965,806	\$ 24,657,035.00
Total BOS 15% Capital Discretionary Allocation	\$ 48,708,000.00		
Less SCRRTC Allocation - Second of Three Years	\$ 360,000.00		
Balance for Award Distribution	\$ 48,348,000.00		
50% -max receivable by any one agency	\$ 24,174,000.00		
Total	\$ 24,174,000.00		

Section 5307 1% Project Proposals

Project Proposal	Sponsor	Amount Requested	Award Value
Bus Stop Improvements	City of Commerce Municipal	\$ 25,497	\$ 25,497
Transit Center Shelter and Ticketing Improvement Project	Culver City Transportation	\$ 454,600	\$ 454,600
Bus Stop Enhancement Program	Foothill Transit	\$ 128,000	\$ 128,000
Bus Stop Seating Project	City of Gardena's Gtrans	\$ 112,000	\$ 112,000
Bus Improvements for Phase 3	Long Beach Transit	\$ 610,000	\$ 610,000
E-Paper/Bus Stop Electronic Display Project	LA Metro	\$ 620,000	\$ 620,000
Bus Stop Improvements	City of Santa Monica's Big Blue	\$ 846,868	\$ 846,868
	Total Requested	\$ 2,796,965	\$ 2,796,965
Total BOS 1% ATI Allocation	\$ 3,280,000.00		
Total Requested	\$ 2,796,965.00		
Balance for Award Distribution to Muni Agencies, applied towards 15% project proposals	\$ 483,035.00		

RESOLUTION NO. 23-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE CITY'S SUBMISSION OF APPLICATIONS TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) URBANIZED AREA FORMULA FUNDING PROGRAM (49 U.S.C. 5307)

RECITALS

WHEREAS, the Federal Transit Administration (FTA) has the authority to award federal assistance for a transportation project; and

WHEREAS, the City of Montebello (the "City") as an "applicant," is interested in applying for FTA funding for its hydrogen fuel cell electric battery buses (FCEBs) and transit facility heating, ventilation, and air conditioning (HVAC) upgrade projects; and

WHEREAS, a grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant and may require the applicant to provide the local share of the project cost; and

WHEREAS, the applicant has or will provide all annual certifications and assurances to the FTA required for the project.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

APPROVES THE FILING OF APPLICATIONS FOR THE FTA URBANIZED AREA FORMULA FUNDING PROGRAM (49 U.S.C. 5307); AND

SECTION 1. APPROVALS AND CERTIFICATIONS.

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the projects included in this application, sufficient funds to complete the projects; and
2. Certifies that if funding is awarded, the Applicant has or will have sufficient funds to operate and maintain the projects; and
3. Delegates the authority to the Director of Transportation or their designee to execute and file with its application the annual certifications and assurances and other documents the FTA requires before awarding a federal assistance grant or cooperative agreements; and
4. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines; and

RESOLUTION NO. 23-42

Page 2 of 2

SECTION 2. That the City Clerk shall certify the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 14TH DAY OF JUNE 2023.

David N. Torres, 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. 23-42 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 June 2023 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 # 19

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **ADOPT RESOLUTION NO. 23-43 APPROVING MONTEBELLO BUS LINES AMERICAN WITH DISABILITIES ACT (ACT) REASONABLE MODIFICATION / ACCOMMODATION ADMINISTRATIVE POLICY**

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-43 approving Montebello Bus Lines American with Disabilities Act Reasonable Modification / Accommodation Administrative Policy; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to taking action on this item.

BACKGROUND/DISCUSSION:

The Federal Transit Administration (FTA), through its C 4710.1 Circular, provides guidance on how transit agencies who receive federal financial assistance should be complying with the Americans with Disabilities Act (ADA). Montebello Bus Lines remains dedicated to providing superior transportation services to everyone including people with disabilities. An administrative policy has been formulated to comply with FTA regulations and the provisions of the ADA.

ENVIRONMENTAL:

N/A

ANALYSIS:

The purpose of the policy being proposed is to implement the transportation and related provisions of the ADA as well as the Rehabilitation Act of 1973. The policy covers education for employees in order to ensure that staff is aware how to maintain compliance while rendering services. The proposed policy provides a nondiscrimination stance when MBL renders service to the public and makes note that the agency will accommodate reasonable requests for service. This policy will also cover all contracted services provided by Montebello Bus Lines including the Dial-A-Taxi and Montebello Link services.

Furthermore, the policy provides guidance in the operational process. Items covered include but are not limited to the following:

- Individuals using a wheelchair.
- Individuals with service animals.
- Announcement of bus stops.
- Individuals using certain medical equipment or devices.
- The assistance and limitations of assistance to passengers with disabilities.
- Allowance of food or beverage for diabetic passengers.

Said policy also includes a compliant procedure in which a Designated Responsible Employee coordinates compliance with ADA policies. The process for filing a complaint will be made known on the City of Montebello's website and on printed materials such as bus inserts and schedule books.

SUMMARY:

Staff recommends that City Council adopt Resolution No. 23-43 (see Attachment B), approving the American with Disabilities Reasonable Modification / Accommodation Administrative Policy, including the encompassed recommendations.

ATTACHMENT(S)

1. Attachment A - Montebello Bus Lines Americans with Disability Act Reasonable Modification / Accommodation Administrative Policy
2. Attachment B - Resolution 23-43

NEXT STEPS:

N/A

CITY OF MONTEBELLO**NUMBER: V-B-DRAFT****ADMINISTRATIVE POLICY****EFF. DATE: 06/14/2023****SUBJECT: AMERICANS WITH DISABILITIES ACT – REASONABLE
MODIFICATIONS/ACCOMMODATIONS**

PURPOSE: To implement the transportation and related provisions under the ADA and section 504 of the Rehabilitation Act of 1973 as amended (section 504), specifically to adhere to the requirements to make reasonable modifications/accommodations to policies, practices, and procedures to avoid discrimination and ensure that programs are accessible to individuals with disabilities. They include the regulations promulgated by the U.S. Department of Transportation (“DOT”) and include the following: DOT 49 CFR Part 27, as amended (“Nondiscrimination on the basis of disability in programs or activities receiving federal financial assistance,” hereinafter referred to as “Part 27”); and 49 CFR Part 37 (“Transportation services for individuals with disabilities (ADA),” hereinafter referred to as “Part 37”). This Policy incorporates the requirements of the above regulations for public transportation.

POLICY: The City of Montebello (hereinafter referred to as “the City”) Transportation Department also known as Montebello Bus Lines (“MBL” herein) is dedicated to providing the highest level of transportation services to the public. To ensure that the disabled community is afforded the same quality of service, MBL supports the Americans with Disabilities Act (“ADA” herein). The ADA extends the Civil Rights Act of 1964, which bars discrimination based on sex, religion, race and national origin, to persons with disabilities. The ADA of 1990 prohibits discrimination and ensures equal opportunity and access for persons with disabilities. The ADA provides guarantees in many areas; one of them is public transportation.

In view of this, the City has adopted this Policy (“Policy” herein) for MBL that is designed to comply with the amendments, revisions and additions to 49 CFR Parts 27 and 37, Transportation for individuals with disabilities; Reasonable Modification of Policies and Practices to avoid discrimination and ensure that the U. S. Department of Transportation programs are accessible to individuals with disabilities.

A. EDUCATION AND TRAINING

ADMINISTRATIVE POLICY NO. V-B-
SUBJECT: AMERICANS WITH DISABILITIES ACT – REASONABLE
MODIFICATIONS/ACCOMMODATIONS

The education and ongoing awareness component of this Policy included distribution to all covered employees and periodic information sessions conducted during employees' original training program, annual required training, or as needed to educate employees. Each employee is required to sign-in during training sessions and/or sign an acknowledgment form indicating that they have received a copy of the current policy.

B. DISCRIMINATION PROHIBITED

MBL will make reasonable accommodations in policies, practices, or procedures when such accommodations are necessary to avoid discrimination on the basis of disability unless it can be demonstrated that making the accommodations would fundamentally alter the nature of the service, program, or activity, or result in an undue financial or administrative burden.

MBL will make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability or to provide program accessibility to their services.

C. NONDISCRIMINATION

It is not discrimination under this policy to refuse to provide service to an individual with disabilities because the individual engages in violent, seriously disruptive, or illegal conduct, or represents a direct threat to the health or safety of others. However, MBL cannot refuse to provide service to individuals with disabilities solely because the individuals' disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of MBL or other persons.

It is not discrimination under this policy to deny a request for modification of MBL's policies and practices if the request for modification would fundamentally alter the nature of MBL's services, programs, or activities, would create a direct threat to the health or safety of others, or the individual with the disability is able to fully use MBL's services, programs, or activities for their intended purpose without the requested modification.

ADMINISTRATIVE POLICY NO. V-B-
SUBJECT: AMERICANS WITH DISABILITIES ACT – REASONABLE
MODIFICATIONS/ACCOMMODATIONS

MBL shall prioritize methods for meeting nondiscrimination and accessibility requirements that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate to the needs of individuals with disabilities.

APPLICATION: This Policy applies to all employees of MBL defined as “transit employees” under the DOT regulations.

PROCEDURES: A. OPERATIONAL PROCESS

Bus Operators must adhere to the following guidelines when providing transportation services to individuals with disabilities:

1. Individuals who use wheelchairs may be required to ride in designated securement locations of a bus or van as determined by MBL policy;
2. An individual with a disability cannot be required to be accompanied by an attendant;
3. At a minimum, Bus Operators must announce all major bus stops, transfer points and any significant point of interest. Any bus stop requested by a customer must also be announced. If an individual at a bus stop is blind or partially sighted, the Bus Operator must assist by announcing the bus route and destination he/she is operating;
4. Service animals such as guide dog, signal dog, etc., are allowed to accompany individuals onto the bus. Service animals are not required to have identification and must be allowed on the bus if the owner states that the animal is a service animal. Bus Operators are not required to take charge of a service animal as caring for a service animal is the responsibility of the passenger or Personal Care Attendant. Bus Operators shall not require an individual to disclose the nature of their disability to receive transportation services.

ADMINISTRATIVE POLICY NO. V-B-
SUBJECT: AMERICANS WITH DISABILITIES ACT – REASONABLE
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Bus Operators must inform passengers being accompanied by service animals if another service animal is onboard the bus;

5. The Bus Operator may refuse to transport service animals that are deemed to pose a direct threat to the health or safety of drivers or other riders, create a seriously disruptive atmosphere, or are otherwise not under the rider's control.
6. Other riders' or MBL personnel's allergies to dogs or other animals would not be grounds for denying service to a person accompanied by a service animal.
7. A passenger's request to position the bus to avoid obstructions to the passenger's ability to enter or exit the bus at a designated bus stop location, such as parked cars and construction, must be granted, provided that re-positioning the bus does not pose a direct threat. To be granted, such a request should result in the bus stopping in reasonably close proximity to the designated stop location. Bus Operators are not required to pick up passengers with disabilities at non-designated locations;
8. A passenger's request for the Bus Operator to handle the fare media when the passenger with a disability cannot pay the fare by himself or herself (e.g., in a situation where a passenger cannot reach or insert a fare into the farebox) must be granted. Bus Operators are not required to reach into pockets or backpacks in order to extract the fare media;
9. A request to eat or drink aboard the bus from a passenger with diabetes or another medical condition in order to avoid adverse health consequences must be granted;
10. A request from passengers to take medication while on board must be granted. For example, if the passenger needs to administer insulin injections and conduct finger stick blood glucose testing, the Bus Operator must allow the passenger to do so. However, the Bus Operator does not need to provide medical assistance;

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11. A request from a wheelchair user to board the bus separately from his or her device must be granted;
12. All wheelchair makes/models must be accommodated on a public transit bus unless the wheelchair/occupant combination is larger or heavier than the design standards of the bus can safely accommodate. Bus Operators must attempt to secure all wheelchairs. However, an individual with a disability cannot be denied transportation because the wheelchair cannot be secured or restrained, or because an individual declines securements or restraints. However, the Bus Operator must inform the passenger that the use of securements or restraints is for his or her own safety and for the safety of others. Bus Operators must notify Dispatch via bus radio of such refusal;
13. Individuals who use wheelchairs must be allowed to enter first and exit last to maximize the space that is available for maneuvering. Bus Operators must ask able-bodied passengers occupying seats within the wheelchair area to give up the seats for wheelchair securement;
14. An individual with a disability using a wheelchair cannot be required to transfer to a seat and the Bus Operator may recommend that the individual transfer to a seat; however, passengers who wish to transfer to a seat must be allowed to do so;
15. Defective or non-operating ramps must be reported to a supervisor immediately. If a ramp fails to work properly while in service, the Bus Operator must use the ramp manually;
16. An individual with a disability who cannot be boarded because of space capacity or inability to deploy the ramp must be informed of the inability to board. Bus Operators must notify Dispatch immediately so proper accommodations can be implemented;
17. An individual with a disability must be aided when necessary or upon request to use the ramp and securement devices. If it is necessary for the Bus Operator to leave his or her seat to

ADMINISTRATIVE POLICY NO. V-B-
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provide such assistance, he or she must do so. It is the responsibility of the Bus Operator to ensure proper use of the wheelchair securements;

18. Individuals who use canes, walkers, crutches or those individuals who cannot climb steps must be allowed to use the ramp if they request to do so;
19. Individuals with respirators or portable oxygen tanks cannot be denied transportation;
20. A Bus Operator is not required to provide a fixed route service if the request would require the Bus Operator to travel outside of its service area or to operate outside of its operating hours;
21. Bus Operators are not required to provide a Personal Care Attendant ("PCA") or personal care attendant services to meet the needs of passengers with disabilities. For example, a Bus Operator may deny a passenger's request for the Bus Operator to remain with the passenger who, due to his or her disability, cannot be left alone without an attendant upon reaching his or her destination;
22. A Bus Operator is not required to provide transit services when a passenger with a disability cannot or refuses to pay the fare;
23. MBL is not required to assent to a passenger's request for a specific driver;
24. In the absence of an MBL policy or practice of assisting with luggage, Bus Operators do not need to assist with luggage or packages;
25. Except in emergency situations, a passenger's request for a Bus Operator to lift the passenger out of his or her mobility device must be denied because of the safety, dignity, and privacy issues implicated by hand-carrying a passenger. Hand-carrying a passenger is a PCA-type service and outside the scope of the Bus Operator;

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26. Where a request for modification cannot practicably be made and determined in advance (e.g. because of a condition or barrier of which the individual with a disability was unaware until arriving), MBL Bus Operators shall make a determination of whether the modification should be provided at the time of request. MBL Bus Operators may also consult with MBL's management before making a determination to grant or deny the request. Requests may only be denied in accordance with Section C, 3 of this Policy.

B. COMPLAINT PROCESS

1. MBL has a designated responsible employee (DRE) to coordinate compliance with 49 CFR Parts 27.13 and 37.17.
2. MBL shall adopt procedures for filing a complaint, which shall incorporate appropriate due process and prompt and equitable resolution of complaints alleging any action prohibited by this Policy and 49 CFR Parts 27, 37, 38, and 39. MBL shall ensure that the procedures for filing a complaint are accessible and usable by individuals with disabilities.
3. The process for filing a complaint, including the name, address, telephone number, and email address of the DRE, shall be sufficiently advertised to the public on the City's and/or MBL's website and through other printed material.
4. All complaints alleging any action prohibited by this Policy shall be addressed to the DRE and forwarded to the Director of Transportation for resolution.
5. In instances where additional information is needed for assessment or investigation of the complaint, the DRE will contact the complainant within 10 working days. Failure of the complainant to provide the requested information by a certain date may result in the administrative closure of the complaint.
6. The DRE will investigate the complaint and prepare a response subject to review by and direction of the City's Director of Transportation. If appropriate, the DRE may

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administratively close the complaint and advise the complainant of his/her right to file a complaint externally.

7. The DRE will send a final written response to the complainant and advise the complainant of the final outcome. The response will include reasons for the response to the complainant. The DRE will use its best efforts to respond to complaints alleging any action prohibited by this Policy within 45 workdays of its receipt of such complaints.
8. Complaints alleging any action prohibited by this Policy shall be documented and tracked through MBL's customer comment process.

C. REQUESTS FOR REASONABLE MODIFICATIONS

1. MBL has a designated responsible employee (DRE) to respond to requests for reasonable modifications or accommodations to policies, practices, and procedures in compliance with 49 CFR Part 37.169. Information regarding the process of making requests for reasonable modifications, including the name, address, telephone number and email address of the DRE and how to use the process, shall be readily available to the public and sufficiently advertised to the public on the City's and/or MBL's website and through other printed material.
2. The process of making requests for reasonable modifications shall be accessible to and usable by individuals with disabilities. The process of making requests for reasonable modifications shall be in operation no later than July 13, 2015.
3. Individuals requesting modifications shall describe what they need in order to use the service. Individuals requesting modifications are not required to use the term "reasonable modification" when making a request. Whenever feasible, requests for modification shall be made and determined before the transportation service is needed by the individual with a disability. Where a request for modification cannot practicably be made and determined in advance (e.g. because of a condition or barrier of which the individual with a disability was unaware until arriving), MBL operating personnel shall make a determination of whether the

ADMINISTRATIVE POLICY NO. V-B-
SUBJECT: AMERICANS WITH DISABILITIES ACT – REASONABLE
MODIFICATIONS/ACCOMMODATIONS

modification should be provided at the time of request. MBL operating personnel may consult with MBL's management before making a determination to grant or deny the request.

4. The DRE is responsible for the prompt response to requests for reasonable modifications to policies, practices, and procedures.
5. MBL shall prioritize methods for meeting nondiscrimination and accessibility requirements that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate to the needs of individuals with disabilities.
6. Requests for modification may be denied only in one or more of the following circumstances:
 - a. The requested modification would fundamentally alter the nature of the MBL's directly operated or contracted services.
 - b. The requested modification would create a direct threat to the health or safety of MBL employees, contractors or members of the public.
 - c. Without the requested modification, the individual with a disability is still able to fully use the transportation services.
7. In determining whether to grant a requested modification, the DRE shall be guided by the provisions of Appendix E to CFR Part 37.
8. In any case in which the DRE denies a request for a reasonable modification, MBL shall take, to the maximum extent possible, any other actions (that would not result in a direct threat or fundamental alteration) to ensure that the individual with a disability receives the services or benefit provided by MBL.

ADMINISTRATIVE POLICY NO. V-B-
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9. Requests for modification and resolution shall be documented and tracked through MBL's customer comment process.

D. CONTRACTED SERVICE PROVIDER PROCESS

Contracted service providers of fixed-route, semi-fixed route, complementary paratransit and demand-responsive services must submit proof of compliance with the following:

1. The Civil Rights Act of 1964, which bars discrimination based on sex, religion, race and national origin, to persons with disabilities;
2. The Americans with Disability Act of 1990 (ADA) that prohibits discrimination and ensures equal opportunity and access for persons with disabilities; and
3. The U.S. Department of Transportation 49 CFR Parts 27 and 37 specifically to provide that transportation entities are required to make reasonable modifications/ accommodations to policies, practices, and procedures to avoid discrimination and ensure that their programs are accessible to individuals with disabilities.

RESOLUTION NO. 23-43

**RESOLUTION OF THE CITY OF MONTEBELLO, CALIFORNIA,
ADOPTING THE AMERICAN WITH DISABILITIES ACT REASONABLE
MODIFICATIONS / ACCOMODATIONS ADMISITRATIVE POLICY**

RECITALS

WHEREAS, the City of Montebello (the “City”), as a transit bus owner by and through Montebello Bus Lines provides transportation services to residents of Montebello and neighboring cities; and

WHEREAS, The Federal Transit Administration has provided guidance through Circular C 4710.1 on compliance with the Americans with Disabilities Act and the Rehabilitation Act of 1973; and

WHEREAS, Montebello Bus Lines is a recipient of federal financial assistance and must provide reasonable accommodations to patrons with disabilities to comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973; and

WHEREAS, The Americans with Disabilities Act Reasonable Modifications / Accommodations Administrative Policy sets forwards a nondiscriminatory policy and provides operational processes; and

WHEREAS, The Americans with Disabilities Act Reasonable Modifications / Accommodations Administrative Policy shall be applied to the operations of all Montebello Bus Lines services, including contracted services.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1: That the City Council hereby approve and adopt the Americans with Disabilities Act Reasonable Modifications / Accommodations Administrative Policy applicable to the Montebello Bus Lines.

SECTION 2: 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.

RESOLUTION NO. 23-43

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APPROVED AND ADOPTED this 14th day of June 2023.

David Torres, 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. 23-43 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 June 2023 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 # 20

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **ADOPT RESOLUTION NO. 23-44 APPROVING MONTEBELLO BUS LINES' FY23-25 SHORT-RANGE TRANSIT PLAN**

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-44 approving Montebello Bus Lines' Fiscal Year 2023-25 Short Range Transit Plan, including the encompassed recommendations; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Approval of this resolution and the Fiscal Year 2023-24 short-range transit plan have no fiscal impact.

BACKGROUND/DISCUSSION:

The Short-Range Transit Plan (SRTP) is the principal planning document for Montebello Bus Lines (MBL). It provides a general overview of the Transit Department's activities and an outlook into future service deployment. MBL is required to submit a triennial SRTP to the Los Angeles County Metropolitan Transportation Authority (Metro) in order to receive federal, state, and local funding.

ENVIRONMENTAL:

N/A

ANALYSIS:

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

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Staff prepared a new SRTP that is divided into three main sections showcasing different aspects of the department and a fourth section, which includes required data tables. The main sections are:

- Section 1 - Transit System Overview and Statistics
- Section 2 - Budget, Funding, and Regulations
- Section 3 - Accomplishments, Goals, and Strategic Planning
- Section 4 - “L” Tables

Section 1 provides an overview of the City as a whole and the Department of Transportation specifically. Within said overview, there is a breakdown of all services that MBL offers to the public. A line-by-line breakdown giving key performance indicators and key points of interest is provided as well.

Section 2 delineates the different types of funding that MBL utilizes to run its’ services with descriptions of how each fund is typically used. An overview of audits and compliance measures such as Title VI and ADA are included with descriptions on each measure.

Section 3 highlights accomplishments, sets goals for future projects, and ties in strategic planning measures being conducted by the department. Past accomplishments are a mixture of both operational and capital improvements, demonstrating departmental resiliency especially during the Covid-19 Pandemic. The goals set by the SRTP provide a vision for the day-to-day operations of MBL. Strategic planning measures tie in both the Montebello Moves Comprehensive Operational Analysis and the City of Montebello First Mile Last Mile Masterplan. This section also includes a recommendations section which provides guidance on future service deployment.

Section 4 contains all the data requested by Metro in their “L” table format for the purpose of reporting key performance indicators and financial statistics.

SUMMARY:

Staff recommends that City Council adopt Resolution No. 23-44 (see Attachment B), approving the Montebello Bus Lines FY23-25 Short Range Transit Plan, including the encompassed recommendations.

ATTACHMENT(S)

1. Attachment A - Montebello Bus Lines FY23-25 Short Range Transit Plan
2. Attachment B - Resolution 23-44

NEXT STEPS:

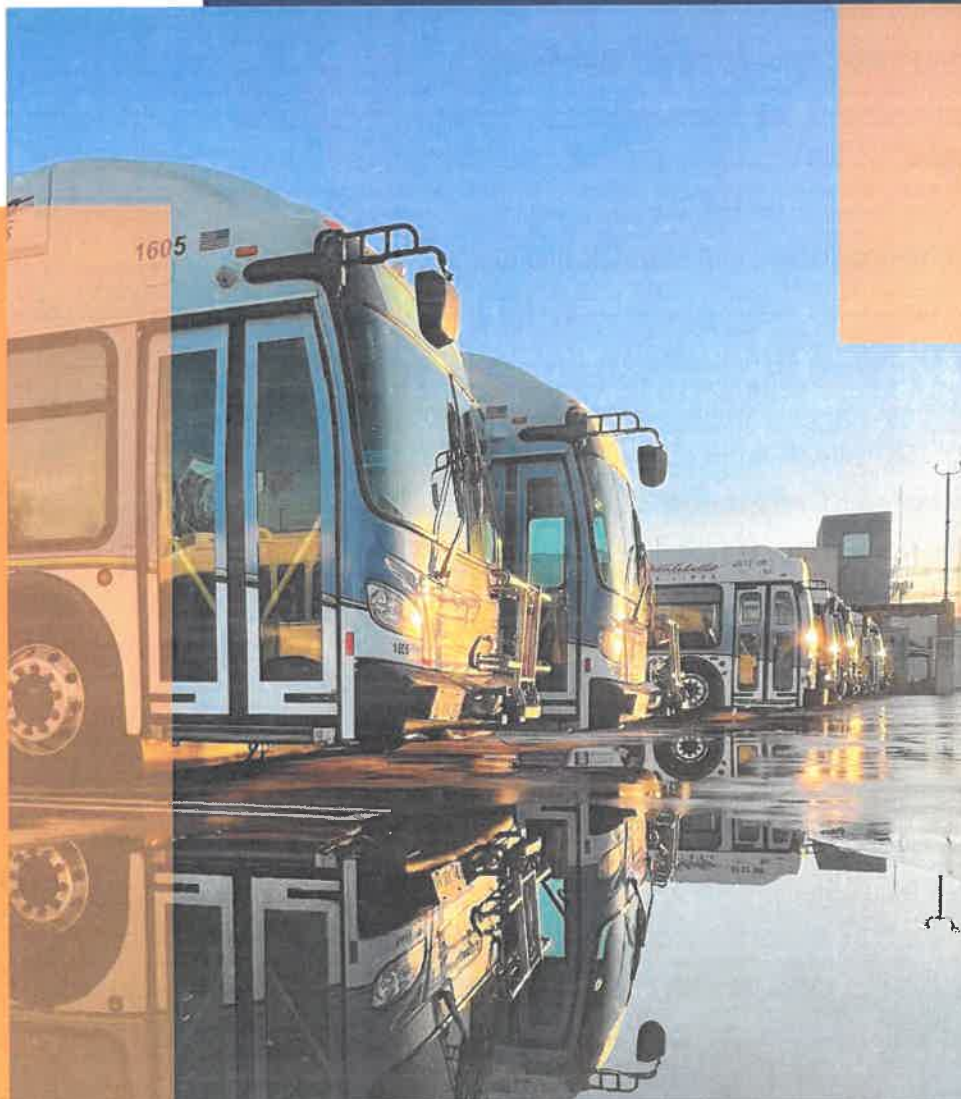
N/A

FY 2023 - 2025



MONTEBELLO
BUS LINES

SHORT RANGE TRANSIT PLAN



400 S. Taylor Ave.
Montebello, CA 90640
323-558-1625

CITY OF MONTEBELLO – TRANSPORTATION DEPARTMENT

FY 2023 - 2025 SHORT RANGE TRANSIT PLAN

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Section 1:

Transit System Overview and Statistics



Section 1 – Transit System Overview and Statistics

Overview of Montebello

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.

Overview of Montebello Bus Lines

In 1922, the City began offering municipal bus transportation services, eventually selling off the operation to the Motor Transit Company. The current Montebello Bus Lines (MBL), began operations in 1931 with a bus terminal on Greenwood Ave as a municipal operation. That system that was founded in 1931, has grown to a now prominent bus operator within the eastern Los Angeles County region. Currently, MBL serves the cities of Alhambra, Bell Gardens, Commerce, La Mirada, Los Angeles, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South Gate, Vernon, Whittier, and portions of Unincorporated Los Angeles County.

MBL currently has 81 revenue vehicles ready to be deployed into service and runs service on seven (7) local bus routes and one (1) express route. Lines 10-40 operate Monday through Sunday, Line 50 operates Monday through Saturday, and Line 60-70 operate weekdays only. In addition to fixed route services, MBL also offers the following services:

- Dial-a-Taxi
- Montebello Link

The Dial-a-Taxi program is a demand response taxi service offered to the residents of Montebello who are 62 years or older or have a disability that has been authorized by a physician. Montebello Link is a demand response service that helps rail commuters coming through the Montebello/Commerce Metrolink Station get to their workplace. Once the train arrives, a cutaway will be waiting for the commuters and take them to their workplace. In the evening, the same service may pick them up in order to transport them back to the train station to return home.

Governance and Organizational Structure

The City of Montebello is a general law city incorporated in Los Angeles County, CA and follows a council-manager form of governance. The city is divided into five (5) districts, and each district elects one council member, equaling 5 councilmembers total. The Mayor and Mayor Pro Tem are on a rotating basis, and together with the rest of the council provide direction to the City Manager. Currently the following seats are:

- Mayor – David Torres
- Mayor Pro Tem – Scarlet Peralta
- Councilmember – Georgina Tamayo
- Councilmember – Salvador Melendez
- Councilmember – Angie Jimenez

The City Manager and Assistant City Manager are:

- Assistant City Manager – Arlene Salazar

Under the direction of the City Manager and Assistant City Manager, the Director of Transportation is tasked with carrying out the mission of Montebello Bus Lines: “...To provide Superior Service to the residents of Montebello and surrounding communities...”

- Director of Transportation – Adrianna Kendrick



**City of Montebello
Organizational Chart and Position Listing
Fiscal Year 2022-23**

TRANSIT

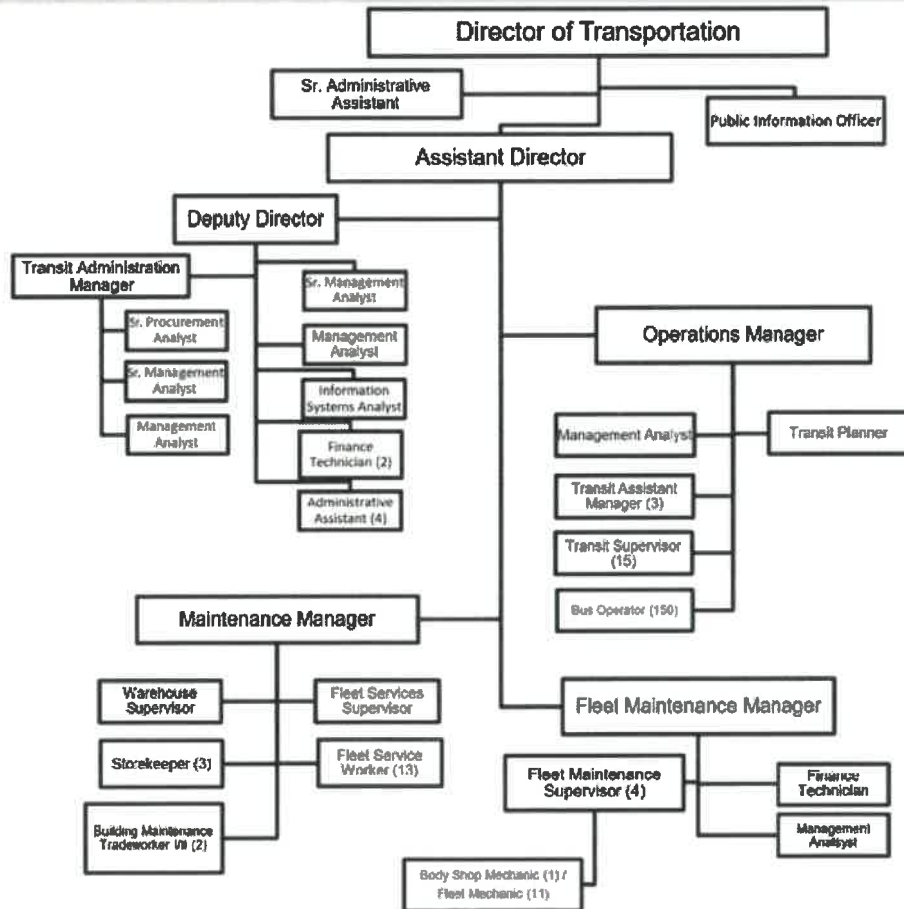


Figure 1: the organization chart for MBL

There are 4 different divisions within the Department of Transportation:

- Operations
- Administration
- Facilities Maintenance
- Fleet Maintenance

The Operations Division is responsible for service development, deployment, planning and service standards compliance. The Administration

Division is responsible for the budgets, procurement, and reporting. Facilities Maintenance oversees the general maintenance of facilities including the buildout of capital improvements. Fleet Maintenance oversees the mechanical upkeep of all vehicles and the tracking of vehicle performance indicators for reporting.

Transit Services and Areas Served

Line 10 Whittier Blvd

Montebello Bus Lines' Route 10 via Whittier Blvd serves several different communities as a west to east route starting off serving East Los Angeles College (ELAC) and terminating at the Whittwood Mall in the City of Whittier. The smaller communities served throughout the line are: East Los Angeles, Montebello, Pico Rivera, and Whittier.

Points of interest along the route are: East Los Angeles College (ELAC), the Commerce Center, Downtown Montebello, Crossroads Plaza, The Groves, the busy Uptown Whittier corridor, Whittier College, Whittier City Hall & Courthouse, The Quad, and the Whittwood Mall.

Line 10 services many important schools along the route. Some of the schools are: ELAC, Monterey Senior High School, Cantwell Sacred Heart of Mary High School, Montebello High School/Adult School, Montebello Intermediate School, Whittier High School, Whittier College, Lydia Jackson Academy, and East Whittier Middle School.

Line 10

Unlinked Passenger Trips	1,052,930
Passenger Miles	3,362,480
Farebox Recovery	8.6%
Subsidy Per Passenger	\$ 8.39
Operating Cost	\$ 9,655,589
Passenger Revenue	\$ 825,384
Operating Subsidy	\$ 8,830,205

*Data shown above for FY2022

Line 20 Greenwood Ave – Montebello Blvd – San Gabriel Blvd

Montebello Bus Lines' Route 20 via Montebello Blvd / San Gabriel Blvd is a vital north to south route, serving several cities. Route 20 begins on the southside at Telegraph/Gage located at the Montebello/Commerce city limits, travels north terminating in the City of San Gabriel at Las Tunas/San Gabriel.

Points of interest along the route are: Chet Holifield Park, Downtown Montebello, Montebello Mix, Taylor Ranch Park, Montebello Town Square, The Shop at Montebello, Rosemead Walmart Supercenter, and the Garvey Square Shopping Center.

Line 20 services many important schools along the route. Some of the schools are: Greenwood Elementary School, Applied Technology Center High School, Don Bosco Tech, Potrero Heights Elementary School, Rice Elementary School, and Gabrielino High School.

Line 20

Unlinked Passenger Trips	335,284
Passenger Miles	1,070,696
Farebox Recovery	7.9%
Subsidy Per Passenger	\$ 9.20
Operating Cost	\$ 3,347,681
Passenger Revenue	\$ 262,969
Operating Subsidy	\$ 3,084,712

*Data shown above for FY2022

Line 30 Garfield Ave

Montebello Bus Lines' Route 30 via Garfield Ave is a vital bus that utilizes 35 foot buses traveling north to south beginning in Alhambra and terminating in South Gate.

Points of interest along the route are: El Paseo South Gate Shopping Center, Pioneer Chicken, Bell Gardens City Hall/DMV, Commerce Open Air Market, Commerce Metrolink Station, Quiet Cannon, Montebello Plaza, Edison Trails Park, Downtown Monterey Park, Garfield Medical Center, and Downtown Alhambra (Main Street).

Line 30 services many important schools along the route. Some of the schools are Garfield Elementary School, Vail High School, Montebello Park Elementary School, Cantwell Sacred Heart of Mary High School, Repetto Elementary School, and Alhambra High School.

Line 30

Unlinked Passenger Trips	155,504
Passenger Miles	496,586
Farebox Recovery	6.7%
Subsidy Per Passenger	\$ 11.00
Operating Cost	\$ 1,833,046
Passenger Revenue	\$ 121,865
Operating Subsidy	\$ 1,711,181

*Data shown above for FY2022

Line 40 Beverly Blvd

Montebello Bus Lines' Route 40 via Beverly Blvd is a busy west to east line serving communities between Whittier and Los Angeles.

Points of interest along the route are Pico Park, Grant Rea Park, Beverly Hospital, Montebello Mix, City of Montebello City Hall, Beverly Wilcox Village, Montebello DMV, Belvedere Park Lake, King Taco, Hollenbeck Park, Arts District, Little Tokyo, Grand Central Market, Pershing Square and Angels Flight.

Line 40 services many schools along the route. Some of the schools are: Durfee Elementary School, Washington Elementary School, Montebello High School, Eastmont Elementary School, David Wark Griffin Junior High School, and Theodore Roosevelt High School.

Line 40

Unlinked Passenger Trips	676,534
Passenger Miles	2,160,587
Farebox Recovery	8.3%
Subsidy Per Passenger	\$ 8.65
Operating Cost	\$ 6,379,760
Passenger Revenue	\$ 530,312
Operating Subsidy	\$ 5,849,449

*Data shown above for FY2022

Line 50 Washington Blvd

Montebello Bus Lines' Route 50 via Washington Blvd is the longest route in the system traveling from west to east with a total mileage of 26 miles one-way. The line 50 serves communities from La Mirada to Los Angeles including the communities of Whittier, Santa Fe Springs, Pico Rivera, Montebello, Commerce, and Vernon.

Points of interest along the route are: La Mirada Theatre Center, La Mirada City Hall, Whittier DMV, The Quad, Whittier City Hall & Courthouse, Whittier College, the busy Uptown Whittier corridor, Whittier Intercommunity Hospital (PIH), Santa Fe Springs Marketplace, Pico Rivera Towne Center, Commerce Costco Center, Los Angeles County Department of Public Social Services, and Pershing Square.

Line 50 services many schools along the route. Some of the schools are: Biola University, California High School, Mulberry Elementary School, Whittier Union High School District/Adult School, Lydia Jackson Academy, Whittier College, Frida/Santee High School, and Los Angeles Trade Tech.

Line 50

Unlinked Passenger Trips	288,768
Passenger Miles	922,583
Farebox Recovery	5.1%
Subsidy Per Passenger	\$ 14.59
Operating Cost	\$ 4,441,215
Passenger Revenue	\$ 226,678
Operating Subsidy	\$ 4,214,537

*Data shown above for FY2022

Line 60 Passons Blvd

Montebello Bus Lines' Route 60 via Passons Blvd is a vital north to south route mainly servicing local schools.

The schools are: Rivera Middle School, El Rancho High School/Adult School, South Ranchito Elementary School, North Ranchito Elementary School, North Park Academy, and Durfee Elementary School.

Line 60 operates from the Downey/Pico Rivera border north to northern Pico Rivera from 0600am-1600pm.

Line 60

Unlinked Passenger Trips	22,686
Passenger Miles	72,368
Farebox Recovery	4.1%
Subsidy Per Passenger	\$ 18.25
Operating Cost	\$ 431,833
Passenger Revenue	\$ 17,795
Operating Subsidy	\$ 414,038

*Data shown above for FY2022

Line 70 Wilcox Ave

Montebello Bus Lines' Route 70 via Wilcox Ave serves the local community of Montebello by traveling north to south. This route operates Monday thru Friday with two (2) 35-foot buses counterclockwise.

Points of interest along the route are Montebello Metrolink Station, Montebello DMV, Beverly Wilcox Village, Montebello Plaza, Monterey Park Marketplace, and The Shop at Montebello.

Several schools are directly served by Line 70. These schools are: Applied Technology Center High School, Greenwood Elementary School, Montebello High School/Adult School, Wilcox Elementary School, Schurr High School, and Potrero Heights Elementary School.

Line 70

Unlinked Passenger Trips	31,536
Passenger Miles	100,600
Farebox Recovery	3.0%
Subsidy Per Passenger	\$ 25.39
Operating Cost	\$ 825,422
Passenger Revenue	\$ 24,842
Operating Subsidy	\$ 800,580

*Data shown above for FY2022

Line 90 Downtown Express

Montebello Bus Lines' route 90 via Beverly Blvd originates from Beverly/Norwalk in Whittier to Downtown Los Angeles as an express bus servicing major time-point stops with partially operating via the 60 freeway between East Los Angeles to Los Angeles. This route operates Monday thru Friday with both inbound and outbound trips between 0530am to 0900am & 1500pm thru 1900pm.

Line 90

Unlinked Passenger Trips	17,919
Passenger Miles	57,162
Farebox Recovery	3.2%
Subsidy Per Passenger	\$ 23.67
Operating Cost	\$ 438,154
Passenger Revenue	\$ 14,025
Operating Subsidy	\$ 424,129

*Data shown above for FY2022

DAT

Montebello Bus Lines' has been contracting with Fiesta Taxi to provide superior more in-demand customer needs since 2006. MBL offers the Dial-A-Taxi service for seniors aged 62 and over, as well as qualified disabled persons of any age and their companion. MBL's contractor provides transportation within a pre-designated service area and has vehicles equipped with wheelchair lift/ramps. Participants are asked to allow a 30-minute lead time before pick-up.

Dial-A-Taxi provides transportation services within the City of Montebello. Medical trips are allowed outside City boundaries, but within the designated DAT service area. The exact boundaries are:

10 Freeway (Monterey Park) to the NORTH, Slauson Ave. to the SOUTH, 710 Freeway (East Los Angeles) to the WEST, and 605 Freeway (South El Monte) to the EAST.

Dial-A-Taxi provides 26 rides per month with a payment of \$1.00 per one way that is paid directly to the driver when the Dial-A-Taxi customers presents their card.

Senior Fare/Disabled/Medicare – \$1.00 one way, guest is free, required attendant (companion) is free.

Service Hours - Dial-A-Taxi service is available 24 Hours a Day, 7 days a week, including holidays.

Dial-A-Taxi

Unlinked Passenger Trips	40,800
Passenger Miles	77,629
Farebox Recovery	5.80%
Subsidy Per Passenger	\$ 10.74
Operating Cost	\$ 465,008
Passenger Revenue	\$ 26,985
Operating Subsidy	\$ 438,023

*Data shown above for FY2022

Montebello Link Program

The Montebello Link Program (MIL) is a semi-fixed route feeder that accommodates Metrolink passengers arriving in the morning at the Montebello/Commerce Station to their desired workplace. Later in the afternoon, the same shuttle picks up the Metrolink passengers from their workplace and provides transportation back to the Montebello/Commerce Station. This service is reservation based.

Montebello Link

Unlinked Passenger Trips	16,909
Passenger Miles	43,390
Farebox Recovery	3.0%
Subsidy Per Passenger	\$ 35.10
Operating Cost	\$ 438,023
Passenger Revenue	\$ 18,600
Operating Subsidy	\$ 593,532

*Data shown above for FY2022

Montebello Bus Lines - System Map

- 10 Whittier Blvd
- 20 San Gabriel
- 30 Garfield Ave
- 40 Beverly Blvd
- 50 Washington Blvd
- 60 Passons Blvd
- 70 Wilcox Ave
- 90 MBL Express



Section 2:

Budget, Funding, and Regulations



Section 2 – Budget, Funding, and Regulations

Operating and Capital Budget

MBL is an included municipal transit agency that receives formula funds through the Los Angeles County Formula allocation. MBL also collects funds through fare revenue to assist in subsidizing its standard operating costs.

In addition, MBL is a federal grantee and receives an annual allocation of grant funds to procure capital investments on behalf of the Federal government. Funds are related to the estimated cost of capital projects that are approved in the Federal TIP. Due to this estimation, Federal revenues may vary from year to year.

Funding Sources

Allocations of transit subsidy funds are based on the Formula Allocation Procedure (FAP) that is managed by the Los Angeles County Metropolitan Transportation Authority (LACMTA). As the Regional Transportation Planning Agency (RTPA), LACMTA authorizes the award of regional transportation funds in the Los Angeles County and administers the local sales taxes initiatives received from state funds.

Operating funds are primarily based on sales tax collections. Federal funds are based on the annual FTA Section 5307 funding. MBL's primary funding sources are as follows:

Fares

Fare revenues are generated from bus sales and the sale of fare media such as passes or tokens. Revenues from Access Services, EZ Transit pass, and the U-Pass Program are collected as well. These revenues are used to assist in funding various ongoing capital projects in addition to standard operating costs.

Proposition A

Proposition A generates revenue from a half-cent of Los Angeles County sales tax to dedicate

for transportation purposes. LACMTA administers Proposition A transit fund allocations to the City through a Memorandum of Understanding (MOU). Funds unexpended within the fiscal year are reallocated to be carried over for the next fiscal year. Proposition A funds generally finance fixed-route operating expenses such as salaries, wages, benefits, fuel, and facility and building maintenance.

Proposition C

Proposition C generates revenue from a half-cent of Los Angeles County sales tax to dedicate for transportation purposes. Proposition C is intended to support funding for projects and programs developed with Proposition A fund, particularly to improve and expand the rail system. Respectively, forty percent (40%) of Proposition C funds are allocated to improve and expand rail and bus transit services in Los Angeles County. These funds are distributed by LACMTA and are comprised of Foothill Transit Mitigation, Base Restructuring, Bus System Improvement Program (BSIP), and Municipal Operator Service Improvement Program (MOSIP). Funds are allocated by formulas for each respective program. MBL utilizes Proposition C funds for maintenance and operating expenses.

Measure R

Measure R generates revenue from a half-cent of Los Angeles County sales tax to finance new transportation projects and programs. MBL utilizes Measure R funds to maintain and operate various bus routes in Montebello.

Measure M

Measure M generates revenue from a half-cent of Los Angeles County sales tax to finance new transportation projects, programs, and operations. MBL utilizes Measure M funds for capital asset projects and other maintenance and operating expenses.

Transportation Development Act (TDA)

State of California Transit Development Act (TDA) funds are received under the Local Transportation Funds (LTF) through sales taxes. These funds are allocated to each County according to population. Operators may use these funds for operating or capital purposes.

State Transit Assistance (STA)

State Transit Assistance (STA) funds are received through the statewide sales tax on diesel fuel. Funds are available for operating purposes only if the agency can pass an efficiency calculation. Otherwise, the funds are restricted for capital purposes only. MBL utilizes STA funds to subsidize various projects that include but are not limited to low or no-emissions vehicles, surveillance systems upgrades, etc.

Low Carbon Transit Operations Program (LCTOP)

Low Carbon Transit Operations Program (LCTOP) is funded by the State of California to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. The program is funded by auction proceeds from the California Air Resource Board's Cap-and-Trade Program, with proceeds deposited into the Greenhouse Gas Reduction Fund. MBL intends to utilize LCTOP funds to support reducing greenhouse gas emissions projects that include but are not limited to new or expanded bus or rail services, expand intermodal transit facilities, equipment acquisition, fueling, and other maintenance and operating expenses, etc.

California Office of Emergency Services (CalOES) (formerly the California Emergency Management Agency)

California Office of Emergency Services (CalOES) administers the California Transit Security Grant Program (CTSGP) – California Transit Assistance Fund (CTAF). The CTSGP funds provide for transit system safety and capital projects that increase

the capacity of transit operators to prepare for disaster.

Federal Transit Administration (FTA)

Federal Transit Administration (FTA) provides grants to local public transit systems, including buses, subways, light rail, commuter rail, trolleys, and ferries. FTA provides annual formula grants to transit agencies nationwide as well as discretionary funding in competitive processes. FTA Section 5307 Urbanized Area Formula Program provides funds for public transit in urbanized areas (UZA). FTA Section 5339 Buses and Bus Facilities Formula Program provides funding to states and transit agencies through a statutory formula to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. Section 5307 and 5339 funds are generally restricted for capital purposes but with proper tracking and reporting, these funds may also be used for preventive maintenance costs and/or grant administration. MBL utilizes FTA funds for capital improvement projects that include but are not limited to vehicles, scheduling software, surveillance systems, maintenance, and operating expenses, etc.

Regulatory Requirements

Annual Financial Audits

Annual reports are produced for the State Controller's Report, the National Transit Database, and an independent auditor hired by the City to produce a mandated financial report.

State TDA Performance Audit

A Performance Audit is performed every three years on the requirements relative to the usage of state funding. Requirements for state funding include annual STA tests for the increase in operating expense compared to the Consumer Price Index and a 20% farebox recovery ratio. A performance audit also provides an opportunity for an independent, objective, and comprehensive review of MBL's efficiency and effectiveness. The performance audit will also

offer suggestions for improvements to the transit system.

FTA Comprehensive Review (Triennial) Performance Review

The FTA Comprehensive Performance Review covers recipient management practices as well as compliance with program and administrative requirements across a broad spectrum of topic areas. Areas of review include financial management and capacity, technical capacity, maintenance, procurement, civil rights, and program-specific requirements. The Triennial Review was mandated by Congress in 1982 for each recipient of Section 5307 funds and is codified in 49 U.S.C. §5307(f)(2), which states: "At least once every 3 years, the Secretary shall review and evaluate completely the performance of a recipient in carrying out the recipient's program, specifically referring to compliance with statutory and administrative requirements and the extent to which actual program activities are consistent with the activities proposed." 49 U.S.C. §5338 provides the statutory basis for FTA's oversight responsibilities and the funding available to undertake oversight activities. In addition, 49 U.S.C. §5338 authorizes FTA to provide technical assistance to correct deficiencies found during oversight reviews and to promote overall recipient compliance.

ADA Compliance

MBL is committed to providing the highest level of bus service to the public, which includes the disabled community; and MBL complies with all requirements of the Americans with Disability Act (ADA). Moreover, MBL vehicles are equipped with either operable wheelchair lifts or are low-floor vehicles with access ramps. All vehicles contain identified seating areas for members of the disabled community and include wheelchair restraints, as well as bus stop annunciation systems.

In addition, vehicle operators have had sensitivity training relative to disabled

passengers; and are well-versed in the operation of ADA equipment. MBL has established policies and standards in place regarding ADA requirements, including but not limited to assisting disabled standees using lifts, service animals, and the replacement of in-service vehicles with inoperable lifts. Furthermore, MBL offers on-demand paratransit service up to ¼ of a mile away from any fixed route pickup locations and curb-to-curb assistance services for any individuals of age 62 or older.

In July 2015, MBL revised its policy to maintain compliance with the new ADA requirements and disseminated the policy to all Department of Transportation personnel. Additionally, training was provided to all supervisory staff; and the new policy was incorporated into the training provided to Bus Operators.

Relevant Risk Factors

MBL takes into consideration relevant risk factors that may affect its operation such as the continuation of operations.

A two-tier backup system has been established. The first tier involves backing up full Virtual Servers locally via Altaro for quick recovery in case of a server malfunction or system failure. The second tier involves automatically transferring the backup files to a remote location in the Wasabi Cloud. In the event of a severe natural disaster, the servers can be restored from the cloud to an alternate location.

Volume shadowing has been implemented to quickly recover individual files to previous versions or in case of accidental deletion.

Title VI Program

Title VI of the Civil Rights Act prohibits recipients of federal financial assistance to discriminate on the basis of race, color, or national origin. Transit providers must prepare a Title VI Program Report in order to establish guidelines for complaint procedures, language assistance and public participation. Using the FTA 4207.1b Circular for guidance, the agency developed its Title VI Program, Language Assistance Plan, and

Public Participation Plan. The FTA Circular requires that transit operators who run more than 50+ vehicles during maximum service to conduct a transit service monitoring to ensure that minority routes have the same amenities and are meeting the same service standards as non-minority routes.

The Language Assistance Plan provides guidance on how to go about assisting transit users who speak English less than “very well.” MBL conducted an analysis to see what languages meet the Safe Harbor provision (which is either 5% of the service area or 1,000 persons who another language and speak English less than very well). The identified Limited English Proficiency (LEP) languages were the following:

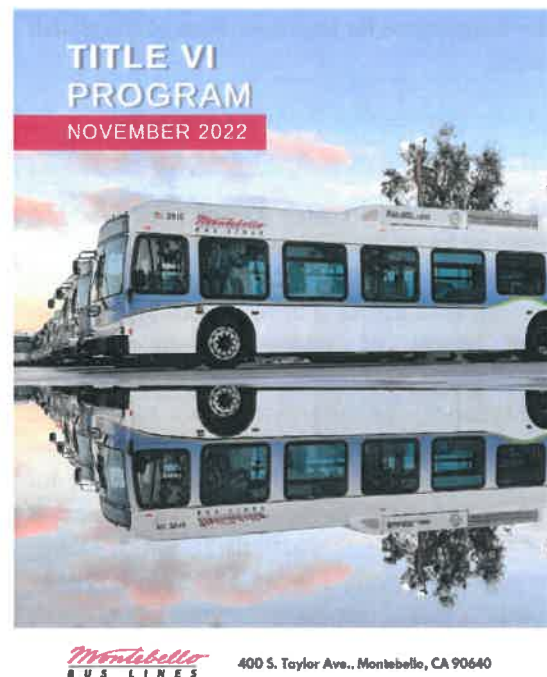
- Spanish
- Chinese
- Korean
- Tagalog
- Vietnamese

The *Notice of Civil Rights*, the Title VI complaint forms and procedures are all available in English as well as all identified LEP languages.

The Public Participation Plan focuses on obtaining participation from minority and LEP populations. Objectives and strategies are put into place to ensure meaningful participation from the public. Stakeholders are identified to ensure that they are engaged as well during the planning process of any transit planning effort especially during major service changes.

Montebello Bus Lines’ Title VI Program was submitted in December 2022 and the agency reached “Concur” in January 2023. For more information on the Title VI Program, its included plans, the transit service monitoring report, complaint forms or procedures, please visit:

https://www.montebellocal.gov/departments/transit/civil_rights/title_vi_compliance



Section 3:

Accomplishments, Goals, and Strategic Planning



Section 3 – Accomplishments, Goals, and Strategic Planning

Accomplishments

MBL is committed to its mission, *“To provide superior transportation services to Montebello and surrounding communities.”* Further, MBL understands the need to align the mission with established goals and objectives. This strong commitment to consistently strive for operational efficiency, higher revenues, sustained public trust and confidence, while enhancing the quality and image of public transportation is evidenced by MBL’s accomplishments:

Security Upgrades Include:

- Awarded contract to RL controls to upgrade all buses in the fleet with the newest state of art surveillance cameras.
- The lobby kiosk check-in system was implemented. This system reads a person’s body temperature (Covid-19 precautions) and allows visitors to register into our database.
- Implemented security at the Montebello Metrolink Station.
- Completed the infrastructure setup to replace the antiquated surveillance systems on board the MBL with a modernized bus camera system.
- Removed and replaced two pairs of in-ground bus lifts with more efficient scissor-style bus lifts.

Technology Implementations Include:

- Implemented a new scheduling software (Optibus) improving the Operators paddles while minimizing wage order-9 violations.
- Upgraded the department’s email system (Microsoft 365) to allow the entire Maintenance and Operations Staff to receive and produce emails citywide.

- Utilized planning software (Remix) to help improve our on-demand service areas.
- Completed the farebox upgrades to Cubic via software.
- Upgraded the Transit Departments public website (RideMBL.com) opening it to all platforms to allow the public to find the most accurate up-to-date information regarding bus information, detours, and cancellations.

Employee Gym

As a result of the pandemic, MBL shut down its employee gym in 2020 to prioritize the safety of its employees. In January 2023, the gym will be reopened after undergoing renovations. The updated gym now features a keycard entry system that allows two employees to safely exercise at a time, in addition to hand sanitizing equipment to promote a safe and hygienic workout environment.

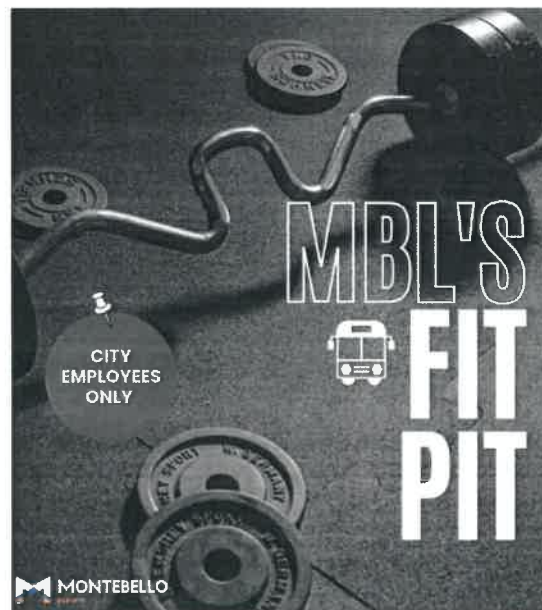


Figure 2: Employee Gym Announcement

Bus Hand Sanitizer Stations

MBL has taken proactive measures to enhance public safety by providing hand sanitizer and mask disposer stations within its fleet of buses.

With the availability of personal protective equipment (PPE) on every bus, passengers can conveniently practice good hand hygiene and protect themselves against harmful germs.

Purchased 16 New Flyer Buses



MBL has acquired 16 New Flyer Low Floor CNG buses to upgrade and replace its current fleet of Gasoline-Electronic Hybrids.



Figure 3: MBL's 2022 CNG fleet

Employee Recruitments

- Transportation Director
- Transportation Assistant Director
- One (1) Fleet Maintenance Manager
- One (1) Facility Maintenance Manager
- One (1) Transit Assistant Manager
- One (1) Transit Planner
- Seven (7) Transit Supervisors
- Thirty (30) Full-Time Bus Operators
- Five (5) Equipment Mechanics
- Two (2) Management Analysts
- Three (3) Service Workers
- One (1) Storekeeper
- Four (4) Clerical Assistants
- One (1) Shop Maintenance Supervisor
- Three (3) Administrative Assistants

Job Promotions

- Two (2) Transit Supervisors to Transit Assistant Managers
- One (1) Administrative Assistant to Finance Technician
- One (1) Clerical Assistant to an Administrative Secretary
- One (1) Management Analyst to Senior Management Analyst
- One (1) Management Analyst to Senior Procurement Analyst

Goals

As previously stated MBL operates in accordance with its mission statement and is guided by a set of goals that serve as the framework for the future of the agency.

Mission Statement – “To provide superior transportation services to Montebello and surrounding communities.”

- **Goal 1** – “Develop strategies and administrative processes that support the long-term vision.”
- **Goal 2** – “Meet and exceed customer expectations by providing safe, clean and reliable service.”
- **Goal 3** – “Provide a network of services to Montebello and Southeastern Los Angeles County.”
- **Goal 4** – “Use financial, technology, and human resources effectively and wisely.”

Capital Asset Projects

Purchase of five (5) ZEB Hydrogen buses.

MBL will acquire nine zero-emission buses (ZEB) in a gradual purchasing strategy that aligns with the retirement of conventional transit buses at

the end of their lifecycle. MBL's plan does not involve the procurement of any non-ZEBs beyond 2023.

Purchase/Lease of hydrogen fueling station.

During the initial 2-5 years of ZEB deployment, MBL intends to utilize a mobile FCEB fueling station as a short-term solution. MBL perceives the mobile fueling station as a practical choice that is more efficient, cost-effective, and convenient, which will facilitate the gradual shift to this advanced technology.

Passenger Seat Enhancement Project

MBL is transitioning from fabric to vinyl seats for its passengers to ensure an impermeable, cleanable barrier for its riders. In public transit, the product must endure the rigors of daily use by thousands of people, making vinyl essential. Vinyl provides a surface that can be wiped clean, and withstands the harshest cleaners' ingredients, all while maintaining the product's integrity.

Enterprise Asset Management Software

MBL is working to upgrade or replace its enterprise asset management (EAM) software to aid maintenance and shop-warehouse staff in their duties, such as inventory tracking, preventative maintenance inspections, and vehicle campaign tracking. Additionally, MBL is exploring ways to integrate the EAM software with other software applications to provide information to other departments. This includes financial data for fuel usage and pricing, dispatch information on vehicle availability, and safety reporting with regards to vehicle road calls.

CNG Bus Refurbishment

In 2024, twelve CNG buses in MBL's fleet will have reached the midpoint of their useful life benchmark of 12 years. This project aims to refurbish these buses, which will allow them to be in service for an additional 3 years beyond their original lifespan.

CNG Fueling Station Upgrade

MBL aims to enhance flow and dispensing speeds for its current CNG fleet by upgrading the CNG station. This involves adding a booster CNG pump, compressor, and additional CNG storage bottles. This upgrade not only speeds up fueling times but also provides a redundant system that enables the other compressor to run if a major issue occurs.

Bus Stop Improvements

MBL will collaborate with the Department of Public Works in the design and installation process of the bus stop improvement project. This project involves the incorporation of upgraded amenities and signage, such as benches, lighting, and high visibility bus stop signs.

Tire Lease Project

Montebello Bus Lines maintains an agreement with Goodyear Tire and Rubber Company to lease tires for the City's transit bus fleet.

Transit Facility Surveillance Upgrade

The upgraded Transit Surveillance System will enhance the monitoring software and equipment throughout the facility, covering all accessible areas including secured access points, employee parking structure, administration, operations, shop facility, and the Montebello Metrolink Station. This upgraded system will seamlessly integrate with MBL's existing bus surveillance system, providing comprehensive surveillance coverage across the entire MBL facility.

Upgrades to various Transportation Facility

In December, Bureau Veritas conducted a facility condition assessment of the transportation department's facilities, identifying several opportunities for improvement and upgrades. These include roof upgrades to improve drainage and replace the roof membranes at the transit facilities, enhance the intercom system in

the maintenance shop, stripping the bus yard and parking lot, and conducting concrete repairs.

Bus Hoist Replacement

MBL is currently replacing its aging and costly bus hoists that are essential for maintenance technicians to perform preventive maintenance, brake repairs, and more on the fleet. MBL will be focusing on replacing the hoist for bays 3 and 4. As of January 2022, MBL has successfully replaced the bus hoists in bays 1 and 2, resulting in increased workplace safety, reduced ground pollution from the aging hydraulic system, and improved overall efficiency.



Figure 4: new bus hoists at Maintenance Bay 1

Maintenance Hose Reels

This project involves the replacement of hose reels that have an average age of twenty-two years. These reels are used daily to dispense coolant, grease, oil, and air. However, due to their age and frequent use, the hose reels tend to leak, wasting valuable time in cleaning up excess fluids. Replacing these hosing will allow maintenance staff to service the fleet without the added burden of cleaning.

Bus Rewraps

The City of Montebello has adopted a new livery including new designs and logos for Montebello

Bus Lines. This project aims to rewrap our existing fleet with these new motifs and ensure a consistent style and theme for MBL's existing bus fleet.

CAD/AVL Systems

The goal of this project is to replace MBL's existing Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) system while adding additional functionality and migrating existing data from the previous CAD/AVL system. This new system will aim to assist multiple user groups in assigning, overseeing, and communicating with MBL vehicles. In addition, the new system will provide MBL staff members with real time geographical location, pertinent route information, along with vehicle and schedule data.

Customer Service Call Center

Outsourcing of a Customer Service Call Center to have a dedicated team to assist customers' needs during all hours of operation. This will help MBL ensure that all customers have access to timely, comprehensive, and individualized support.

Onboard Security Program

This project aims to ensure a safe and secure environment for MBL passengers and Operators out in the field while they travel on the third-largest municipal bus system in Los Angeles County. This will include unarmed transit security guards wearing noticeable uniforms patrolling the system and engaging with passengers daily to provide a visible and accessible security presence for MBL's fixed routes.

Replace support fleet of Operator relief cars and Supervisor vehicles.

The aim of this project is to replace aging supervisor and relief vehicles used for daily operations. The current supervisor vehicles, which were acquired in 2016, are six years old and have become difficult to repair due to the model being phased out by various

manufacturers. The vehicles are also made up of parts from different manufacturers, making repairs expensive. The nine relief vehicles were acquired in 2012 and are now ten years old, and though operational, they pose issues due to a lack of dealers available to service CNG vehicles.

Strategic Planning

Zero Emissions Bus Rollout Plan

The Montebello Bus Lines Zero Emissions Bus Rollout Plan is a guiding document produced by MBL to give a clearer picture on how the agency's shift towards a zero-emission revenue fleet. MBL has chosen to pursue Fuel Cell Electric Buses (FCEB) over Battery Electric Buses due to their longer travel ranges, easier and faster refueling, and ease in scheduling.

Refueling of the hydrogen buses will initially take place in a mobile FCEB that MBL intends to lease. As the agency starts to retire the Compressed Natural Gas (CNG) fleet and replaces them with FCEB vehicles, a more permanent fueling solution will be instated.

City of Montebello - First Mile Last Mile Masterplan

The City of Montebello, through a grant provided by the Southern California Association of Governments (SCAG), is currently in the midst of a First Mile / Last Mile study. What is the First and Last Mile? It's a term commonly used to refer to the first and last segment of a trip, typically with public transit being the major carrier. This study aims to improve our passengers' experience to and from their bus stop within the City of Montebello.

In 2022, SCAG awarded the Montebello First Mile Last Mile project to KTUA. KTUA will be looking at existing conditions to provide recommendations on how to improve our passengers' first and last mile experience. Circulate Planning, KTUA's subconsultant, will be leading the outreach efforts for the project. Outreach efforts are currently being taken place,

taking into careful consideration transit dependent populations, the following in which could be children, older adults, those with disabilities, and non-vehicle owners.

Currently, there is a Technical Advisory Committee (TAC) comprised of City staff, community stakeholders, and 2 teams of consultants that provide general input for the study. The consultants, along with TAC members and the general public have participated in walk and bike audits to examine existing walkability and bike conditions. This will give the City a better understanding of how walking and biking feels like throughout various locations within the City. Throughout the walk / bike audit, participants were asked to call out any impediments on the right-of-way as well as any improvements that would make their walk or bike ride a bit more comfortable. Improvements could include the following:

- Sidewalk improvements and widenings
- Restripe of certain intersections
- Addition of bike lanes
- More trees on the right-of-way
- Green infrastructure

At the end of each segment of the walk or bike audit, participants filled out a questionnaire regarding their experiences during their audit. Anything they saw and felt needed improvement was noted as well as making a recommendation of their own. Surveys have been standardized and the results will be compiled to see what areas should have the most focus within the city.

The First Last Mile team has also been using surveys and community outreach to get a better view of existing conditions and get feedback on potential solutions that the residents and bus patrons would like. In efforts to get the participation of as many people possible, consultants along with City staff have participated in local events to capture responses. This way not only do we capture general resident responses, but transit user's responses as well. To ensure we get students to participate, the

team reach out to two local high schools and had students participate in walk audits as well. The feedback provided was valuable and will be used when examining local improvements to and from the schools.



Figure 5: conducting a walk audit of a street next to their school)



Figure 6: pictured above are students from Schurr High School returning to campus from their walk audit.



Figure 7: pictured above are residents engaged by the Montebello First Last Mile booth.

The study is currently on schedule and the estimated completion time is December 2023.

Montebello Bus Lines Comprehensive Operational Analysis – “Montebello Moves”



In 2021, Nelson & Nygaard Associates won the bid to conduct the Montebello Moves COA. “Montebello Moves” is the name for the Montebello Bus Lines Comprehensive Operational Analysis currently taking place. The aim of Montebello Moves is to look at the systems current conditions and create a more convenient, reliable, equitable, and sustainable system.

The initial phase of the study focused on a review of demographics, socio-economic conditions, and centers of employment. Consultants have then taken this information and have done much outreach through the following methods:

- Rider Surveys
- Online Surveys

- Pop-Up Events
- Bus Flyers
- Virtual Public Meetings
- Stakeholder Discussions
- Dedicated Public Website
- Social Media Engagement

Using a diverse approach towards community engagement ensures the capture of various populations outside of typical working hours.



Figure 8: Montebello Moves staff getting feedback during community event

Many things have been taken into consideration while writing the report. A line-by-line analysis is being conducted to see what lines may be optimized in order to carry out the service more efficiently and best serve our patrons. The result of these planning efforts will be a series of recommendations that will help streamline services and provide more connectivity across the service area and beyond.

Road to Recovery: Systems Planning After Covid 19

In March of 2020, the world experienced a catastrophic pandemic that changed many aspects of our lives. This pandemic costed not just billions of dollars in economic losses but costed 6.8 million lives in the span of 2.5 years. Workplaces changed as well, employees were socially distanced across many sectors of our economy. Teleconferencing and remote work became prevalent, and many people were able to enjoy the benefits of such methods of work,

public transit on the other hand suffered greatly.

In April 2020, Montebello Bus Lines following the recommendations of the Los Angeles County Department of Public Health ceased operations until further notice. This significantly impacted the users of our transit system, not just commuters, but the transit dependent individuals that rely on MBL to get them from “point A” to “point B” in a safe and reliable manner, movement was no longer an option for them. Montebello Bus Lines as an organization took a great hit as well, the biggest challenge being various resignations. With low staffing, MBL was no longer able to meet the service standards that the people of Montebello and surrounding communities knew and trusted.

At the direction of the Director of Transportation, headways were significantly raised in order to provide reliable service, with an emphasis on reliability. MBL was now striving to deliver reliable and predictable service by the means it had. As we move forward and start to recover from the effects of the pandemic, we still see lingering effects from such an event. Ridership unfortunately does not compare to what it was pre-pandemic.

Many transit operators around the country were already seeing a fall in passenger boardings before the pandemic had set in, however the pandemic along with the stay-at-home orders exacerbated the already declining boardings.

The system as a whole had the following passengers during the following years:

Passengers by Fiscal Year	
Fiscal Year 2018	5,701,235
Fiscal Year 2019	5,328,407
Fiscal Year 2020	3,921,201
Fiscal Year 2021	1,962,879
Fiscal Year 2022	2,638,870

An increasing number of customer comments have indicated that the system does not pass as

often as it used to. This can be attributed to, as mentioned earlier, the lack of bus operators coupled with providing reliable and predictable service.

MBL remains committed to providing superior service, and while ridership is hard to predict during these unprecedented times, the goal is ultimately to improvements on service rendered. By improving service delivery to our patrons, we can come closer to not just retaining our existing transit users but bring back users that stopped utilizing the system because of service delivery issues.

Recommendations within this Short Range Transit Plan are being made on the basis of the most impacted lines by comparing headways to overall ridership. MBL's headway standards on each of our major local, minor local, and peak express service categories as stated below:

- **Major Local Service (Lines 10, 20, & 40):** Headway standards for Major Local Service, 15-30' peak, 60' weekday off-peak, weekends, and holidays.
- **Minor Local Service (Lines 30, 50, 60, & 70):** Headway standards for Minor Local Service, 30-45' peak, 60' weekday off-peak, weekends, and holidays.
- **Peak Express Service (Line 90):** MBL's headway standards for Express Service is 30' peak.

Recommendations:

The following recommendations are proposed for implementation, staff availability permitting. It is important to consider realistic service deployment in order to ensure service reliability. Aggressive recruiting efforts currently taking place along with scheduling optimization from our Optibus Scheduling platform will be used in order to deliver service with improved headway times. It is recommended the following service improvements be made in sequential order:

Line 20 – Major Local Route

Improvements to Line 20 shall include the reduction of headways during peak hours from 45-50 minutes down to 30 minutes. This will be the first step in order to get closer to the historic 20 minute headways during peak hours that Line 20 counted with before March 2020.

Line 30 – Minor Local Route

Improvements to Line 30 include the reduction of headways from 60-70 minutes during peak hours to 45-50 minutes. This modification of service would be the first step to close the gap between Line 30's historic 40-minute headways during peak service.

Line 40 – Major Local Route

Improvements to Line 40 include the reduction of headways from the current 18-25 minute peak service headway down to 10-15 minutes. This will ensure that enough service is being rendered to the public as well as ensuring that vehicles loads are not excessive during peak times.

Line 10 – Major Local Route

Improvements to Line 10 include the reduction of headways from the current 15-minute peak service headway down to 10 minutes. Additionally, it is recommended that off peak headways do not exceed 20 minutes from the current standard of 15-25 minutes. This will ensure that enough service is being rendered to the public as well as ensuring that vehicles loads are not excessive at all times on the busiest route on the system.

Recommendations are being made before the release of the findings of the Montebello Moves COA and may be adjusted as needed.

Section 4:

“L” Tables



Table L - 1
Current Fare Structure: FY 2023

<u>Fare Categories</u>	Type of Service	
	<u>Fixed Route</u>	<u>Demand Responsive</u>
<i>Cash</i>		
Regular	\$1.10	
Elderly/Senior	\$0.50	\$1.00
Low Income		
Disabled/Medicare	\$0.50	\$1.00
Student K - 12	\$0.75	
College & Vocational		
Express - Specify Zone Structure	\$1.30	
<i>Tap Transfers</i>		
Regular within System		
Regular to other System	\$0.25	
Elderly/Senior	\$0.10	
Disabled/Medicare	\$0.10	
<i>Agency Passes</i>		
Regular	\$3.00	
Elderly/Senior	\$1.50	
Disabled	\$1.50	
Student	\$2.00	
College		
Express - Specify Zone Stamp		
<i>Joint (TAP) Passes</i>		
Regular		
Elderly/Senior		
Disabled		
Student		
College		
<i>Other</i>		
Discounted passes/rides (LIFE)		
Not Listed above (please describe)		

Table L - 2

* ADA vehicles are those equipped with a 42" wheelchair or a low floor bus with a ramp

* Major rehab as defined by Federal Circular on Section 5307 funding program

Table L - 3
HISTORICAL & PROJECTED FLEET CHARACTERISTICS

	FIXED ROUTE		
	FY 2022 Actual	FY 2023 Estimated	FY 2024 Planned
Peak-Hour Fleet	42	36	42
Spares For Maint.	20	26	30
Spare Ratio*	48%	72%	71%
Emergency Contingency Reserve	0	0	3
Inactive Fleet	8	8	3
Total Vehicles	70	70	75
New Expansion Vehicles			
New Replacement Vehicles			5

	DEMAND RESPONSIVE TAXI SERVICE		
	FY 2022 Actual	FY 2023 Estimated	FY 2024 Planned
Peak-Hour Fleet	40	40	40
Spares For Maint.	0	0	0
Spare Ratio*	0%	0%	0%
Emergency Contingency Reserve	N/A	N/A	N/A
Inactive Fleet	N/A	N/A	N/A
Total Vehicles	40	40	40
New Expansion Vehicles			
New Replacement Vehicles			

	DR / PURCHASED TRANSPORTATION SERVICE		
	FY 2022 Actual	FY 2023 Estimated	FY 2024 Planned
Peak-Hour Fleet	5	5	5
Spares For Maint.	1	1	1
Spare Ratio*	20%	20%	20%
Emergency Contingency Reserve	N/A	N/A	N/A
Inactive Fleet	N/A	N/A	N/A
Total Vehicles	6	6	6
New Expansion Vehicles			
New Replacement Vehicles			

	SYSTEM TOTAL		
	FY 2022 Actual	FY 2023 Estimated	FY 2024 Planned
Peak-Hour Fleet	87	81	87
Spares For Maint.	21	27	31
Spare Ratio*	24%	33%	36%
Emergency Contingency Reserve	0	0	0
Inactive Fleet	8	8	3
Total Vehicles	116	116	121
New Expansion Vehicles			
New Replacement Vehicles			5

*Spare Ratio = Spares for Maint/Peak-Hour Fleet

Table L - 4 (A)
HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF CAPITAL FUNDS
BY YEAR OF EXPENDITURE (\$ 000)

MODE:

SOURCE OF CAPITAL FUNDS:

	FY 2022 Audited	FY 2023 Estimated	FY 2024 Planned
FEDERAL CAPITAL GRANTS			
FTA Sec. 5309 (Sec. 3)			
FAU Grants			
FTA Sec. 5307(Sec. 9)	8470	11198	10000
Other Federal (Assume 80/20 match) (Specify source)			
STATE CAPITAL GRANTS AND SUBVENTIONS			
TDA (ART 4) current from unallocated			
TDA from prior years reserves			
TDA (ART 8)			
STA current from unallocated - N/A			
STA from prior years reserve			
SB1 / STA	1236	1138	1002
SB1 / SGR	319	456	450
Other State (Specify) PTMISEA State	245	1	0
Other State (Specify) CAL OES	1	0	0
LOCAL CAPITAL GRANTS			
System Generated			
General Fund			
Prop. A Local Return			
Prop. A Discretionary Carry Over			
Prop. C Discretionary			
Prop. C Local Return			
Prop. C 5% Security			
Measure R 15% Local Return			
Measure R Capital	0	187	0
Measure M 17% Local Return			
Prop 1B PTMISEA Bridge Funds	71	0	0
Prop 1B Transit Security Bridge Funds			
Prop. C Other (Specify)			
Other Local (Specify) COALITION FOR CLEAN AIR	1	0	0
TOTAL CAPITAL REVENUE	10341	12979	
TOTAL CAPITAL EXPENSES	10341	12979	

Table L - 4 (B)
HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF OPERATING FUNDS
BY YEAR OF EXPENDITURE (\$ 000)

SOURCE OF OPERATING FUNDS:

FY 2022	FY 2023	FY 2024
Audited	Estimated	Planned

FEDERAL CASH GRANTS AND REIMBURSEMENTS

FTA Sec. 5307 (Sec. 9) Operating	5,540,026	17,500,000	3,000,000
CMAQ (Operating)			

STATE CASH GRANTS AND REIMBURSEMENTS

TDA Current from unallocated	8,888,091	11,229,400	11,000,000
STA Current from unallocated	764,100	1,288,100	1,288,149
SB1 / STA			
Other State (Specify)			

LOCAL CASH GRANTS AND REIMBURSEMENTS

Passenger Fares	2,050,310	2,190,000	2,000,000
Special Transit Service			
Charter Service Revenues			
Auxiliary Transportation Revenues	94,837	60,000	60,000
Non-transportation Revenues	112,831	100,000	100,000
Prop. A 40% Discretionary	5,681,362	5,769,600	5,769,600
Prop. A 25% Local Return			
Prop. A Incentive fund			
Prop. A Interest			
BSIP	227,962	235,500	235,500
TSE			
Base	1,194,511	1,234,000	1,233,930
MOSIP	1,639,394	1,663,700	1,663,729
Prop. C 40% Discretionary	292,031	388,700	388,746
Prop. C 20% Local Return			
Prop. C 5% Security	458,561	425,200	42,515
Prop. C Interest			
Measure R 20% Operating	3,604,280	4,592,600	4,592,647
Measure M 20% Transit Operations	3,592,001	4,585,400	4,585,446
Other Local (Specify)	18,600	21,600	20,000

TOTAL OPERATING REVENUES	34,158,896	51,283,800	35,980,262
TOTAL OPERATING EXPENSES	26,652,744	35,526,945	35,500,000

Table L - 5A
TPM / TDA REPORT FORM
FY2022 Audited

Total System Annual Including Saturday & Sunday Holiday & Weekdays	Local Service	Express Service	Dial-A- Ride ¹	FAP Subtotal	Dedicated Funding ²				Sub. Paratransit PA 5% of 40%	Other Codes ³	System Total
					TSE	Base Restructuring	BSIP	MOSIP			
Total Vehicle Miles (000)	1,597,951	30,753	45,703	1,674,407		74,929	14,300	102,835			1,866,471
Vehicle Service Miles (000)	1,548,847	18,842	45,702	1,613,391		72,198	13,778	99,089			1,798,456
Total Vehicle Hours (000)	171,220	4,479	3,100	178,799		69,732	12,516	96,551			357,598
Vehicle Service Hours (000)	166,870	2,703	3,100	172,673		67,342	12,087	93,243			345,345
Unlinked Passengers (000)	2,259,229	43,480	64,617	2,367,326		105,936	20,217	145,391			2,638,870
Linked Passengers (000)	2,581,161	16,909	40,800	2,638,870		1,029,159	184,721	1,424,990			5,277,740
Passenger Revenue (000)	1,771,266	34,089	50,659	1,856,014		83,056	15,850	113,989			2,068,909
Aux. Rev/Local Subs. (000)	69,920.00	\$-	\$-	\$ 69,920.00		\$-	\$-	\$-			\$ 69,920.00
Op. Cost Less Depr. (000)	\$ 22,552,405.00	\$ 434,033.00	\$ 645,016.00	\$ 23,631,454.00		\$ 1,194,511.00	\$ 227,962.00	\$ 1,639,394.00			\$ 26,693,321.00
Active Vehicles	66	5	40	111		0	0	0			111
Peak Vehicles	42	5	40	87		0	0	0			87
DARS seat capacity	0	0	4	4		0	0	0			4
Full Time Equiv. Employees	201	5	40	246		0	0	0			246
Base Fare	\$ 1.10	\$ 1.30	\$ 1.00	\$ 3.40		\$ -	\$ -	\$ -			\$ 3.40

¹ "Included Dial-A-Ride" only includes operations that historically have been included in the FAP calculations.

² "Dedicated Funding" includes: Base Restructuring, TSE, Overcrowding, MOSIP & Other Special Funding arrangements.

³ "Other Codes" includes Subscription, Contract, Special Events service.

Table L - 5B
TPM / TDA REPORT FORM
FY2023 Estimated

Total System Annual Including Saturday & Sunday Holiday & Weekdays	Local Service	Express Service	Dial-A- Ride ¹	FAP Subtotal	Dedicated Funding ²				Sub. Paratransit PA 5% of 40%	Other Codes ³	System Total
					TSE	Base Restructuring	BSIP	MOSIP			
Total Vehicle Miles (000)	1,621,920	31,214	46,389	1,699,523		76,053	14,515	104,378			1,894,468
Vehicle Service Miles (000)	1,572,080	19,125	46,388	1,637,592		73,281	13,985	100,575			1,825,433
Total Vehicle Hours (000)	173,788	4,546	3,147	181,481		70,778	12,704	97,999			362,962
Vehicle Service Hours (000)	169,373	2,744	3,147	175,263		68,352	12,268	94,642			350,525
Unlinked Passengers (000)	2,293,117	44,132	65,586	2,402,836		107,525	20,520	147,572			2,678,453
Linked Passengers (000)	2,619,878	17,163	41,412	2,678,453		1,044,596	187,492	1,446,365			5,356,906
Passenger Revenue (000)	1,797,835	34,600	51,419	1,883,854		84,302	16,088	115,699			2,099,943
Aux. Rev/Local Subs. (000)	\$ 70,968.80			\$ 70,968.80						\$	70,968.80
Op. Cost Less Depr. (000)	\$ 22,890,691.08	\$ 440,543.50	\$ 654,691.24	\$ 23,985,925.81	\$ 1,212,428.67	\$ 231,381.43	\$ 1,663,984.91			\$	27,093,720.82
Active Vehicles	67	5	41	113		0	0	0			113
Peak Vehicles	43	5	41	88		0	0	0			88
DARS seat capacity	0	0	4	4		0	0	0			4
Full Time Equiv. Employees	210	5	40	255		0	0	0			255
Base Fare	\$ 1.10	\$ 1.30	\$ 1.00	\$ 3.40	\$	\$	\$	\$		\$	\$ 3.40

¹ "Included Dial-A-Ride" only includes operations that historically have been included in the FAP calculations.

² "Dedicated Funding" includes: Base Restructuring, TSE, Overcrowding, MOSIP & Other Special Funding arrangements.

³ "Other Codes" includes Subscription, Contract, Special Events service.

Table L - 5C
TPM / TDA REPORT FORM
FY2024 Planned

Total System Annual Including Saturday Sunday Holiday & Weekdays	Local Service	Express Service	Dial-A- Ride ¹	FAP Subtotal	Dedicated Funding ²				Sub. Paratransit PA 5% of 40%	Other Codes ³	System Total
					TSE	Base Restructuring	BSIP	MOSIP			
Total Vehicle Miles (000)	1,646,249	31,683	47,084	1,725,016		77,194	14,732	105,943			1,922,885
Vehicle Service Miles (000)	1,595,661	19,411	47,083	1,662,156		74,380	14,194	102,084			1,852,814
Total Vehicle Hours (000)	176,395	4,614	3,194	184,203		71,840	12,894	99,469			368,406
Vehicle Service Hours (000)	171,914	2,785	3,194	177,892		69,377	12,452	96,061			355,783
Unlinked Passengers (000)	2,327,514	44,794	66,570	2,438,878		109,138	20,828	149,785			2,718,630
Linked Passengers (000)	2,659,177	17,420	42,033	2,718,630		1,060,265	190,304	1,468,060			5,437,260
Passenger Revenue (000)	1,824,803	35,119	52,190	1,912,112		85,566	16,329	117,434			2,131,442
Aux. Rev/Local Subs. (000)	72,033.33	-	\$ -	72,033.33		\$ -	\$ -	\$ -			72,033.33
Op. Cost Less Depr. (000)	\$ 23,234,051.44	\$ 447,151.65	\$ 664,511.61	\$ 24,345,714.70		\$ 1,230,615.09	\$ 234,852.15	\$ 1,688,944.68			\$ 27,500,126.63
Active Vehicles	68	5	41	114		0	0	0			114
Peak Vehicles	43	5	41	90		0	0	0			90
DARS seat capacity	0	0	4	4		0	0	0			4
Full Time Equiv. Employees	220	5	41	266		0	0	0			266
Base Fare	\$ 1.10	\$ 1.30	\$ 1.00	\$ 3.40		0	0	0			\$ 3.40

¹ "Included Dial-A-Ride" only includes operations that historically have been included in the FAP calculations.

² "Dedicated Funding" includes: Base Restructuring, TSE, Overcrowding, MOSIP & Other Special Funding arrangements.

³ "Other Codes" includes Subscription, Contract, Special Events service.

Table L - 6
PERFORMANCE AUDIT FOLLOW-UP
OF RECOMMENDATIONS FROM THE LAST
COMPLETED PERFORMANCE AUDIT
FY 19-21

PERFORMANCE AUDIT RECOMMENDED ACTIONS	OPERATOR PROGRESS TO DATE
Transportation Development Act Triennial Performance Review A. There were no findings, however declining ridership was signaled out as an area of concern.	A. Along with MBL's participation in the Regional Ridership Improvement Taskforce, the agency has ramped up its participation in community events in order inform the public about the transit services provided by MBL. The Department of Transportation is also conducting a Comprehensive Operational Analysis in order to improve any system deficiencies and raise ridership through recommended improvements.

**Table L - 7
CAPITAL PROJECT SUMMARY**

FY 2022

Project Name	Funding Source Federal	State Local	Total Project Cost
Associated Capital Maintenance (Annual)	\$107,200	\$29,626	\$136,826
Preventive Maintenance (Annual)	\$942,250		\$942,250
Tire Lease (Annual)	\$152,000		\$152,000
Two Transit Bus Lift		\$500,000	\$500,000
Computer Hardware PC Refresh		\$50,000	\$50,000
Maintenance Air Compressors	\$23,221		\$23,221
AVAIL CAD/AVL		\$178,405	\$178,405
Nine (9) CNG Buses	\$5,580,000	\$630,000	\$6,210,000

FY 2023

Project Name	Funding Source Federal	State Local	Total Project Cost
Associated Capital Maintenance (Annual)	\$107,200	\$29,626	\$136,826
Preventive Maintenance (Annual)	\$942,250		\$942,250
Bus Surveillance System	\$2,009,411	\$699,104	\$2,708,515
Tire Lease (Annual)	\$155,000		\$155,000
Heavy Duty Support Vehicle	\$112,000	\$93,543	\$205,543
Seven (7) CNG Buses	\$4,340,000		\$4,340,000
Transit Center Upgrade	\$1,889,000	\$9,111,000	\$11,000,000
Maintenance Hose Reels Replacement		\$90,000	\$90,000
Tenant Improvement (TI)		\$196,000	\$196,000
Transit Facilities Bathroom Rehab		\$250,000	\$250,000

FY 2024

Project Name	Funding Source Federal	State Local	Total Project Cost
Associated Capital Maintenance (Annual)	\$107,200	\$29,626	\$136,826
Preventive Maintenance (Annual)	\$942,250		\$942,250
Tire Lease (Annual)	\$159,000		\$159,000
Mobile Hydrogen Fueling Station & Maintenance Bay	\$200,000		\$200,000
Three (3) Fuel Cell Electric Buses	\$3,247,800		\$3,247,800
Systemwide Bus Stop Signage	\$108,000		\$108,000
Bus Rebranding		\$600,000	\$600,000
Three (3) Transit Bus Lift		\$750,000	\$750,000
Outdoor Sweeper Replacement & Scrubbers	\$150,000		\$150,000
Outsourcing Customer Service Call Center		\$100,000	\$100,000
Operations CAD/AVL		\$2,500,000	\$2,500,000
Six (6) Supervisor Vehicles	\$261,000		\$261,000
Transit Facility Surveillance Upgrade	\$400,000		\$400,000
Transit Facilities AC Repairs + Road Striping		\$175,000	\$175,000
Transit Facilities PCC Repairs		\$50,000	\$50,000
Tablets (Pre-trip of buses)		\$30,000	\$30,000
Bus Passenger Seat Re-upholster	\$488,400		\$488,400

FY 2025

Project Name	Funding Source Federal	State Local	Total Project Cost
Associated Capital Maintenance (Annual)	\$107,200	\$29,626	\$136,826
Preventive Maintenance (Annual)	\$942,250		\$942,250
Tire Lease (Annual)	\$163,000		\$163,000
Fueling Station Upgrade to include Hydrogen Fueling	\$4,840,000		\$4,840,000
Two (2) Fuel Cell Electric Buses	\$2,165,200		\$2,165,200
Forklift Replacement (Warehouse & Shop)	\$100,000		\$100,000
Relief Vehicles	\$300,000		\$300,000
Enterprise Asset Management (EAM) Software	\$500,000		\$500,000

THESE TABLES SHOULD MATCH THE TIP SHEETS

RESOLUTION NO. 23-44

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA ADOPTING THE MONTEBELLO BUS
LINES FY23-25 SHORT RANGE TRANSIT PLAN**

RECITALS

WHEREAS, the City of Montebello (the “City”), as a transit bus owner by and through Montebello Bus Lines provides transportation services to residents of Montebello and neighboring cities; and

WHEREAS, Montebello Bus Lines is required to prepare and submit a Short Range Transit Plan (SRTP) to the local Regional Transportation Planning Agency; and

WHEREAS, Staff has prepared a Short-Range Transit Plan that gives comprehensive information and statistics including key performance indicators and financial information; and

WHEREAS, The Short Range Transit Plan (SRTP) is the leading planning document for Montebello Bus Lines; and

WHEREAS, The Short Range Transit Plan (SRTP) provides recommendations for the decrease of headways in order to provide more reliable and timely service for fixed routes.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1: That the City Council hereby approve and adopt the FY23-25 Short Range Transit Plan, including the encompassed recommendations.

APPROVED AND ADOPTED this 14th day of June 2023.

David Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 23-44

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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. 23-44 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 June 2023 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 # 21

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **ADOPT RESOLUTION NO. 23-46 APPROVING AMENDMENT NO. 1 TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMERCIAL FAÇADE PROGRAM GUIDELINES**

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-46 Approving Amendment No. 1 to Community Development Block Grant (CDBG) Commercial Façade Program Guidelines and finding that the approval of Amendment No. 1 is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines and none of the exceptions under Section 15300.2 apply; and
2. Amend the Fiscal Year 2022-23 CDBG Commercial Façade Program Guidelines to reflect the revised guidelines for the extension of time to use approved funding, maximum amount of funding per application, and applicant contribution amount; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

This action will not result in any fiscal impact since the budget for this program was previously approved as part of the Annual Action Plan for Fiscal Year 2022-23.

BACKGROUND/DISCUSSION:

On August 23, 2022, the CDBG Funded Commercial Façade Guidelines were approved by the City Council in connection with the FY 2022-23 CDBG/HOME Annual Action Plan. The Commercial Façade program guidelines that were approved on August 23, 2022 allocated grant funds up to \$10,000 for businesses along the Whitter Blvd. corridor within

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

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the City. These guidelines also required a 30% (thirty percent) contribution of the total grant amount from applicants for the application to be accepted.

After analyzing the low number of applications and receiving direction from the United States Department of Housing and Urban Development (“HUD”), staff requests approval from the City Council to amend the Commercial Façade Program Guidelines as follows:

- Increase the grant amount from \$10,000 to a maximum of \$25,000 per business;
- Decrease the required contribution from 30% to 5% per business application;
- Extend the deadline to use available funds from June 30, 2023 to December 31, 2023.

The proposed amendment is intended to increase the number of applications in an effort to expend available funds associated with this project as required by HUD. Additionally, staff is requesting that the time for applicants to apply for funding under the Commercial Façade Program be extended from June 30, 2023 to December 31, 2023.

Currently, there are two applications for funding under the Commercial Façade Program that have been received by the City. These applications relate to BLVD. Market and La Paloma Grill. The pending applications will be amended to reflect any revisions to the program guidelines as a result of the City Council’s action.

ENVIRONMENTAL:

The California Environmental Quality Act (Section 2100, et. seq. of the California Public Resources Code, hereafter “CEQA”) requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment” (State CEQA Guidelines Section 15378). The proposed Project is a project under CEQA.

Staff has reviewed the Projects to determine the required level of review under CEQA and has determined that the proposed Projects are exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the commonsense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. 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 review and none of the exceptions to the exemptions under CEQA Guidelines Section 15300.2 apply. Nevertheless, it is important to note that specific projects/programs that qualify for funding under the proposed plan may be subject to environmental review prior to implementation.

ANALYSIS:

The following table provides a summary of proposed amendments to the Commercial

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

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Façade Program Guidelines in comparison to existing guidelines:

DESCRIPTION	ORIGINAL GUIDELINES	PROPOSED AMENDMENT
Maximum amount of Grant:	\$10,000	\$25,000
Required Applicant Contribution:	\$3,000	\$1,250
Program Boundary:	Whittier Blvd. Corridor Businesses	All Business on Whittier Blvd. located in an eligible Census Tract
Environmental Review (Page 10)	None	No work shall commence until the Environmental Review Record has been completed.

SUMMARY:

Following City Council action, the Commercial Façade Program will continue until all program funds have been expended.

ATTACHMENT(S)

1. Attachment A - Resolution 23-46_Commercial Facade Program
2. Attachment B_City of Montebello_Commercial Facade Guidelines_Amended (06-05-2023)

NEXT STEPS:

RESOLUTION NO. 23-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE AMENDMENT OF THE FISCAL YEAR 2022 COMMUNITY BLOCK GRANT (CDBG) COMRRATIVSL FAÇADE PROGRAM GUIDELINES

RECITALS

WHEREAS, the City of Montebello ("City") has applied for and received Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG and HOME program; and

WHEREAS, the CDBG Commercial Façade Program Guidelines were approved by City Council on April 26, 2023 with the adoption of Resolution No. 22-26; and

WHEREAS, the City Council approves and accepts Amendment No. 1 of the CDBG Commercial Façade Program Guidelines.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1: The above recitals are true and correct and incorporated herein by reference.

SECTION 2: The City Council finds that the approval and ratification of Amendment No. 1 to the City's FY 2022-23 CDBG Commercial Façade Program Guidelines is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) because it seen with certainty that there is no possibility that the amendment to the CDBG Commercial Façade Program Guidelines may have a significant effect on the environment and none of the exceptions to the exemptions under CEQA Guidelines Section 15300.2 apply.

SECTION 3. The City Council approves and ratifies the Amendment No. 1 to the City's FY 2022-23 CDBG Commercial Façade Program Guidelines.

SECTION 4: The Assistant City Manager is hereby authorized to make all conforming modifications and edits and to execute all implementing documents required by HUD to amend program guidelines and such other ancillary documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 5: That the City Clerk shall certify to the passage and approval of this resolution and it shall thereupon be in full force and effect.

RESOLUTION NO. 23-46

Page 2 of 2

APPROVED AND ADOPTED THIS 14TH DAY OF JUNE 2023.

David N. Torres, 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. 23-46 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 June 2023 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

CITY OF MONTEBELLO



COMMERCIAL FAÇADE PROGRAM GUIDELINES AND APPLICATION (AMENDED JUNE 2023)

Planning and Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640
(323)887-1200 Ext. 454

SECTION I - OVERVIEW OF PROGRAM

A. Purpose, Goal and Objective of Program

The purpose of the Commercial Façade Program (the “Program”) is to enhance economic opportunities in the City of Montebello (“City”). The Program will provide financial assistance in the form of a grant to commercial property and/or business owners to make facade improvements to commercial buildings located on Whittier Blvd, within Low to moderate income areas, within the boundaries identified in the downtown Specific Plan in the City.

The goals and objectives of the Program are as follows:

- Facilitate commercial revitalization and enhance the character in the targeted area
- Preserve and beautify the Low to Moderate Income (LMI) Areas in the City
- Create a pleasant walkable environment through improvements to the visual aesthetics of commercial building facades.

The underlying objective of the Program is to assist in restoring, substantially beautifying, and/or enhancing the entire façade of a commercial building.

B. Source of Funds

Funding for the Program will derive from the Community Development Block Grant (CDBG). The funding allocation for this Program is based on annual allocations provided by the U.S. Department of Housing and Urban Development (“HUD”). The Program is intended to support and provide opportunity to eligible property owners for improvements to the appearance of existing commercial buildings with grant funding with a minimum of up to \$25,000 per establishment.

The Program will only fund projects that significantly improve the visual appearance of the whole façade of the property from the street. Design and permit fees associated with the construction are also eligible projects costs.

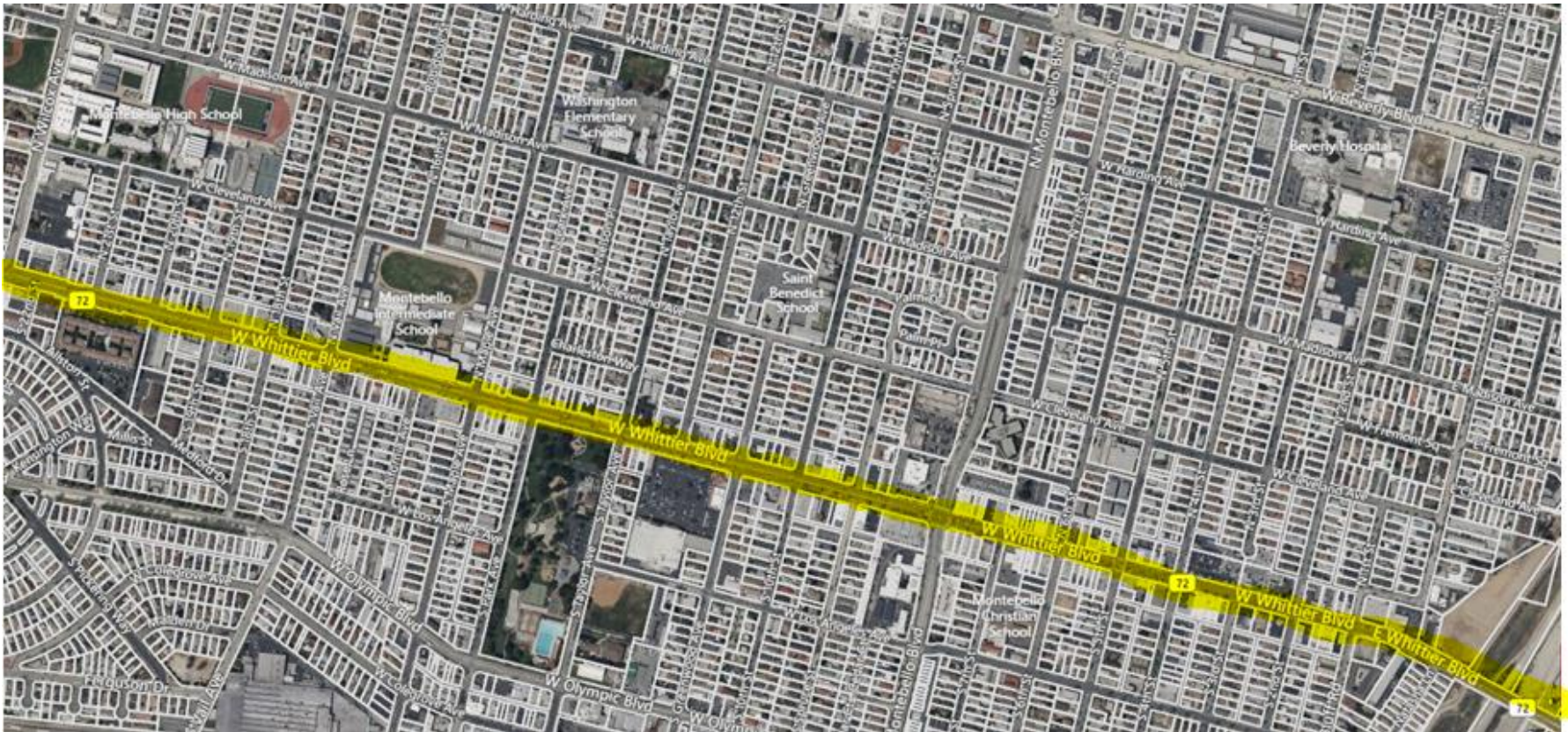
C. Grant Matching Assistance

Funding assistance shall be available to eligible commercial property and/or business owners who meet the requirements for section I and II. The maximum grant award that will be awarded will vary based upon needed improvements. The applicant will be required to contribute 5% of the grant amount of personal funds towards the approved improvements of the building.

Grant funds may be used to pay for improvements of rehab work for the facade of a business. If the applicant withdraws his/her application for assistance or fails to implement the rehabilitation within 180 days after funds are used for payment of rehab services, the applicant shall be required to reimburse the City for all funds paid.

D. Program Requirements

Properties located on Whittier Blvd. (with frontage along Whittier Blvd.) are eligible to apply for available funding of the Program, if they are located in an eligible census tract.



* City of Montebello- Whittier Blvd. Commercial Façade Program Boundary

SECTION II – APPLICANT ELIGIBILITY REQUIREMENTS

A. Property Ownership

The applicant(s) must be either the current property owner(s) or the current business owner(s) (i.e. existing tenant) to be rehabilitated in order to be eligible for Program assistance. Business owner must obtain consent from current property owner. Individuals, partnerships, corporations, and other legal entities may apply for assistance. The existing grant deed must list all current owners of the property. Property owner(s) shall be construed to be any person(s) or legal entity that holds title to the subject property. In the case of multiple ownership, the signature of each titleholder is required on all appropriate documents. The City will verify property ownership and require all persons currently on title to give written consent to all work proposed to be performed on the property prior to initiating such work.

If both the property owner and business owner (tenant) apply for participation in the Commercial Façade Improvement Program, the owner of the property will have priority over the business owner.

B. Program Limitations

If a building is occupied by one tenant occupant, the maximum number of applications is one per commercial façade.

C. Program Exclusions

The following businesses are not eligible to receive Program assistance: residential, residential rental buildings (apartments), unless connected to a mixed use building, home-based businesses, structures not facing the public right-of-way, banks, churches and other religious institutions.

D. Capacity

Property owners or current business owners must be of legal age and must have the capacity to enter into legal binding contracts.

E. Conflicts of Interest

No member of the City Council and any employee, official, or consultant who exercises any policy decision-making function about the program is eligible for program assistance.

SECTION III – PROPERTY ELIGIBILITY REQUIREMENTS

A. Eligible Commercial Properties

To be eligible for the Program assistance, the property to be rehabilitated must be located ON Whittier Blvd. in Montebello, within the Low to Moderate Income level Area, and meet the following requirements:

- Commercial building must be dilapidated or blighted
- Business must be located in a CDBG eligible census tract
- Business must serve low to moderate income clientele
- Storefront must be visible from the street
- Located on Whittier Blvd within Low to moderate area

B. Minimum Property Rehabilitation Standards

All work performed under the provisions of this Program shall meet all applicable standards contained in the City's adopted zoning ordinance, local building and safety codes. The City's Municipal Code can be viewed on the City's web site at: <http://www.cityofmontebello.com>

C. Eligible Property Improvements

The City has determined that the program assistance may only be used for exterior rehabilitation items.

Such exterior improvements may include, but are not limited to:

- Exterior façade treatments (stucco, brick veneer, paint removal, etc.)
- Awning, canopy, or other shade solution install
- Exterior painting of buildings visible from public right-of-way
- Facade/brick cleaning
- Signage repair or replacement
- Exterior doors
- Window replacement
- Exterior lighting
- Landscaping related to exterior features
- Permanent exterior signage

The following improvements are ineligible under this program:

- Any improvements not visible from the public right-of-way or publicly owned space
- Parking Lot resurfacing
- Nonvisible mechanical equipment screening
- Interior improvements/remodeling
- Temporary, portable, or non-permanent improvements
- New construction
- Business operations-related costs
- Property acquisition, debt refinancing, expansion of building area, or conversion of building use
- Normal maintenance and repair
- HVAC repair/improvements
- Plumbing repairs/improvements

E. Design Restrictions

Only improvements made to the street-facing portion of the building are eligible. Improvements are not eligible if they are simply maintenance of the current façade.

Program assistance can also be used for Building and Health Code violations, seismic upgrades, and American with Disabilities Act (ADA) compliance requirements as identified by the City. Additionally, to participate in the Commercial Facade Improvement Program, all signage on the property to be rehabilitated must be brought up to conformance and maintained in conformance with the Sign Ordinance of the City.

SECTION IV - PROGRAM PROCEDURES

A. Applicant Intake and Eligibility

1. Application and Required Documents

Applications are available at the Montebello City Hall or online at www.cityofmontebello.com. Each application must be completed in its entirety, signed, and submitted with all required documents as listed in the application, including a grant deed, signed proof of ownership or lease agreement. Applications will be reviewed in the order in which they were received. The city will maintain a waiting list for all prospective participants. Incomplete applications will not be processed.

2. Review of application

All complete applications will be date stamped when received and processed in that order. Applications will be subject to review by the Director of Planning & Community Development and the Housing Manager. Application may be subject to additional review when applicable. The City Staff will evaluate the applications based on the program's scoring criteria. Incomplete applications will not be processed until all requested information is submitted.

A notification letter will be sent to applicants concerning the approval or denial of the Application. Eligible applicants will be contacted to enter into an agreement with the City and schedule a property inspection.

3. Matching Funds

The applicant will be required to submit a certified check payable to the City of Montebello to cover his/her contribution. The check will be deposited in an account for the project.

B. Property Inspection

1. Initial Inspection:

A site visit will be arranged between the Planning & Community Development Department and the property owner and/or business owner to undertake an inspection of the building and to develop specifications for the Program. Staff will inspect the property to ensure that the building meets code requirements for the exterior of the building.

2. Follow-Up Inspection:

If City Staff finds code violations during the initial inspection, the property owner and/or applicant will be required to correct those violations before continuing in the Program process. A follow-up inspection

will be arranged between City Staff and the property owner and/or business owner to ensure the property is up to code.

C. Contractor Selection

1. Procurement:

The City shall maintain a list of qualified contractors who have expressed interest in bidding on rehabilitation work and have been cleared by the State Contractors License Board and are not listed on the debarred, suspended or ineligible contractors list as per 24 CFR part 5. The City will coordinate with the property owner or business owner to obtain at least three (3) estimates from qualified contractors for each rehabilitation project. The property owner(s) or business owners shall be responsible for obtaining estimates for improvements. Estimates shall be submitted to the City in the prescribed form.

2. Selection

The applicant will make the final contractor selection from among three (3) qualified contractors who submit construction estimates. As required by HUD, the award of the contract will be awarded to the lowest responsive and responsible bidder. In case where the applicant desires to award the construction contract to an approved contractor other than the lowest responsible bidder, the City may set the amount of the award equal to the amount of the bid of the lowest responsible bidder. The applicant shall be responsible for any difference in the cost of construction.

3. Minimum limits of Insurance for Contractor

The Contractor shall, at its own expense, procure and maintain during the term of the contract each of the following:

General Liability

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability

\$1,000,000 per accident for bodily injury and property damage.

Each policy of insurance shall:

- Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by the City.
- Name and list as additional insured the City, its officers and employees.
- Specify that such insurance acts as primary insurance.

- Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of Montebello such cancellation or material change."

4. Labor Compliance- Davis Bacon Requirements

In accordance with CDBG Program Entitlement Grant Regulations, Davis-Bacon requirements apply to the rehabilitation of all commercial buildings and structures. All participating contractors must follow the requirements below:

- The Contractor must comply with the prevailing wage rates as determined by the State of California. Pursuant to the provisions of Section 1–3 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute this contract. These rates are available upon request. Contractor shall post a copy of such wage rates at the job site, and shall pay the adopted prevailing wage rates. The provisions of Section 1810 to 1815 of the Labor Code will be compiled with.
- All mechanics and laborers employed or working upon the site of the work in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations under Copeland Act 29 CFR Part 3), the full amount due at time of payment computed as wage rates not less than those contained in the above determination, regarding of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. For the purpose of this clause, contributions made, or cost reasonably anticipated under section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subjected to the provisions of 29 CFR 5.5. (a) (1) (iv). Also, for the purpose of this clause, regular contributions made, or cost incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
- The Contractor shall not require nor permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week unless such laborer or mechanic compensation at a rate not less than one and one-half (1 ½) times basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such week, as the case may be.
- The Contractor shall submit weekly a copy of all certified payroll to the City. The copy shall be accompanied by a statement signed by the employer and his agent indication that the payroll is corrected and completed, that the wage rates contained therein are

not less than those determined by the Director of the Department of Industrial Relationship and that the classification set forth for each laborer or merchant conforms with the work he performed. The prime contractor shall be responsible for the submission of copies of the payroll of all subcontractors. The Contractor will make the records required under labor standards clauses of the Contractor available for inspection by authorized representatives of the City and Department of Labor and will permit such representative to review employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certificate payroll submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program. Payroll and basic records relationship thereto will be maintained by the Contractor while the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work in the construction or development of the project.

- The Contractor shall insert in any subcontracts the required of this section and clause required any subcontractor to include these requirements in any lower tier subcontracts into which they may in turn be made.

5. Contractor Insurance/ License File

The City shall maintain a file for each contractor performing work pursuant to the terms and conditions of this program. The file shall include the following information:

- Copies of the contractor's current liability and workers compensation insurance policies;
- Copies of the contractor's current California Contractor's License;
- All required Davis-Bacon information and certifications; and
- Copy of contractor's City Business License.

Any contractor with an expired General Liability and/or Workers Compensation insurance or a valid state contractor's license shall be removed from the job until he/she is able to provide proof of current insurance and/or license. All contractors shall be required to obtain a City Business License prior to the issuance of a building permit.

6. Ineligible Contractors:

- In accordance with CDBG guidelines, the City and the applicant(s) shall agree not to award any contract for rehabilitation work, to be paid for in whole or in part with proceeds from the Program, to any contractor who does not have a valid state contractor's license, who cannot produce sufficient evidence of current Worker's Compensation and Liability Insurance coverage, or who is on the federal Housing and Urban Development's (HUD's) Debarred Contractor list.
- All owner/builders, or any member of the applicant's family or extended family, are considered ineligible, regardless of credentials or license. Any ineligible contractor found working at the job site will be removed immediately, without compensation.

D. Award of Grant

1. Notification:

The City shall notify the selected contractor of the award of the grant award and shall establish date, time and place for the pre-construction conference. The pre-construction conference will include City Staff, property/business owner(s) and contractor.

2. Agreement:

The contract, for the approved rehabilitation work shall be prepared by the City and shall be entered into between the property owner and the selected contractor.

3. Private Arrangements:

The City cautions the property/business owner and the contractor not to enter "side deals" for additional work or deviations from the approved scope of work.

4. Pre-Construction Meeting:

Prior to construction, the City will arrange a pre-construction meeting which shall be attended by the contractor, the property/business owner(s), and representative City staff. The purpose of this meeting is to explain all applicable HUD requirement, explain all Program requirements and procedures, coordinate and schedule the work start date, and answer questions related to contract documents.

5. Start of Construction:

No work shall commence until the Environmental Review Record has been completed.

No work shall commence until a "Notice to Proceed" has been issued to the contractor, signed by the property/business owner(s) and the City.

In addition, no work shall commence until all required permits have been issued by the City's Building and Safety Division.

- The contractor shall contact the Planning & Community Development Department to obtain all requirements for plan submittal to obtain building permits for the City's Building and Safety Division. Plans will be reviewed by the City's Building and Safety and Planning divisions. The contact information for the Development Services Department is as follows:

Planning and Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 92870
Phone: (323)887-1200 Ext 454
Hours: Monday – Thursday, 7:30 a.m. – 5:30 p.m.

E. Contractor Payments:

1. Inspections

To ensure the integrity of the authorized work, the Housing Manager and or designated staff shall conduct site inspections prior to the issuance of progress payments and prepare detailed inspection reports which identify any deficiencies in a contractor's materials or workmanship. Only one (1) progress payment and the final payment will be processed. The Housing Manager shall make regular and/or unannounced inspections of work-in-progress to identify the quality of the work and assess owner satisfaction.

2. Payment Request Packages

The Contractor shall submit a progress payment request package to the City in the prescribed format:

- All requests shall be signed by the contractor, property/business owner(s), and the Housing Manager, certifying that the work has been satisfactorily completed.
- All pertinent invoices, releases, certifications, list of subcontractors and material men, and copies of applicable permits shall be attached to the payment request.
- Final payment request shall also include the property owner's certification of acceptance, Building and Safety Department sign-off, and a Notice of Completion.
- Only one (1) progress payment request package shall be submitted to the City for approval. Progress payments will be paid for 90% of the job costs.
- The final payment for the 10% retention shall be paid 30 days after the Notice of Completion has been recorded.

F. Applicant Complaint Resolution Process

Complaints concerning the Program should first be made to the Program Administrator (Housing Manager). If unresolved to the satisfaction of the applicant, an appeal may be made, in writing, to the Assistant Director of Community Development Department, 1600 W. Beverly Blvd. Montebello, CA 90640.

The City will contact the property owner and attempt to resolve the problem. A written response will be made within ten (10) working days. If the problem cannot be resolved, it will be presented to the Director of the Community Development Department for review and consideration. The decision of the Director shall be final.

G. Applicant Responsibilities:

1. Property Maintenance

The property/business owner(s) is/are responsible for property maintenance during the rehabilitation work (contractor is responsible for keeping the property clean of all construction material). The property/business owner(s) is/are responsible for insuring that the rehabilitation work is not impeded because of their actions or the actions of their tenant(s). The City shall encourage the contractor and his/her employees to provide adequate pedestrian and property protection at the construction site.

2. Property Tax Bills

Current property tax bills for the subject property must be current. The property owner(s) is/are responsible for insuring that the property taxes are current. The City will verify that the property taxes for the property are current. If the property's tax statement indicates a delinquency, at the time of the Program application, the City shall not proceed with grant processing until it is supplied with a Certificate of Redemption from the Los Angeles County Tax Assessor's Office or other appropriate documentation of proof of payment.

3. Notice of Completion

The property/business owner(s) is/are responsible for scheduling a final job completed inspection with the City's Building and Safety Division. The city will verify that the project received a passing final inspection. After all requirements have been met, the City will issue a Notice of Completion to the property/business owner(s).

SECTION VI: ADDITIONAL REQUIREMENTS

A. City of Montebello Business License

Applicants must have a current City of Montebello Business License to be eligible to apply for funding.

B. Fire and Flood Insurance Requirements

Applicants are obligated to carry sufficient fire insurance coverage on the subject property to be rehabilitated under the provisions of this Program. Prior to any grant assistance, minimum fire insurance coverage shall be provided in an amount which is equivalent to the value of the subject building or structure including the proposed rehabilitation improvements. Uninsured applicants must obtain coverage in the required amount prior to receiving grant assistance. Applicants in a "Flood Hazard Area" will be required to purchase flood hazard insurance.

C. Substitution of Contractor

In the event that the selected contractor shall fail or refuse to complete the work, in a professional and workman like manner, as set forth in the Rehabilitation Construction Contract, including its General Conditions and Standard Specifications, or fails to use due diligence in performing the required work, the applicant may terminate the Rehabilitation Construction Contract, upon providing a written notice to the City and Contractor. The City shall assist the applicant in completing the necessary termination document(s) as needed. No further rehabilitation is to commence until an agreement releasing the original contractor from his/her contractual obligations is on file with the City, and a new contract is signed between the substitute contractor and the property owner(s).

D. Non-commencement by Original Contractor

The applicant shall notify the City in writing that the original selected contractor has failed to perform the rehabilitation work and the reason(s) why a substitute contractor has been requested. The applicant(s) shall obtain additional bids from contractors willing to perform the rehabilitation work. A new Rehabilitation Construction Contract, notice to proceed, and Waiver and Hold Harmless Agreement shall be prepared by the City and appropriately signed. The City shall inspect the job site and compile a

list of incomplete or unacceptable items to determine the extent of work to be completed by the substitute contractor. A meeting shall be held between the City, the applicant(s) and the original contractor to establish an amount and method of payment for any work which has been completed in accordance with the agreement. Funds withheld from the original contractor shall be identified. Lien releases and invoices from the original contractor and subcontractor(s) shall be provided. The City shall prepare a revised work write-up, based upon the inspection findings, which shall contain only those items necessary to complete the job. The applicant(s) shall obtain bids from contractors willing to perform such work, and to the extent possible, ensure that the new contract does not exceed available grant funding. A new Rehabilitation Agreement and Notice to Proceed shall be prepared by the City and appropriately signed.

E. Maintenance Requirements

By accepting grant funds, the applicant (s)' commits to properly maintain all improvements and to keep storefronts, as well as sides and back of buildings, clean and free of graffiti for a minimum of twenty (20) years at the property/business owner(s)'s expense. Any damage to the facade is to be repaired immediately by the applicant so that the building remains in good condition and positively contributes to the business area. On an ongoing basis, the applicant is required to touch-up painted areas and perform any other repairs needed to maintain building appearance including the annual cleaning of awnings (if applicable) at the property/business owner(s)'s expense.

SECTION VII – AMENDMENTS

Amendments to these guidelines may be made from time to time by the city. Vested authority shall be granted to the Director of Planning and Community Development Department or his/her designee to grant a minor waiver or make minor amendments to these guidelines, except for Federal regulations.



ITEM # 22

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Joseph Palombi, Director of Planning & Community Development

**SUBJECT: CONSIDERATION OF RESOLUTION NO. 23-39 TO VACATE AND
TERMINATE AN IRREVOCABLE OFFER OF DEDICATION FOR
HABITAT RESERVE**

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-39 vacating and terminating an Irrevocable Offer of Dedication ("IOD") from Sentinel Peak Resources California, LLC ("Sentinel") to the City of Montebello in connection with the Montebello Hills habitat reserve having Instrument No. 20191405603 dated December 17, 2019; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

BACKGROUND/DISCUSSION:

In 2015, the City of Montebello approved the development of up to 1,200 residential units, public parks, hiking trails, and other related amenities (the "Montebello Hills Project"). As part of the Montebello Hills Project entitlements, Sentinel was required to dedicate land for the preservation of habitat for the California Gnatcatcher ("Habitat Reserve").

Per the requirements of United States Fish & Wildlife Service's ("USFWS") and the Montebello Hills Project Specific Plan, a conservation easement is to be created establishing the Habitat Reserve area along with the establishment of an endowment fund to pay for the management and maintenance of the Habitat Reserve in perpetuity.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

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No development is permitted in the Habitat Reserve.

In December 2019, Sentinel granted the IOD and formally offered the Habitat Reserve land to the City, subject to the USFWS requirements that it be used for the Gnatcatcher habitat. The Habitat Reserve land is currently owned by Sentinel. At this time, the City has not accepted the IOD.

Recently, Sentinel and the Montebello Hills Project developer Toll Brothers ("Toll") have informed the City that the USFWS have inquired as to the status and timing of the City's decision regarding the IOD and has requested that the City formally decline or accept the IOD because the City's decision will inform how Sentinel and Toll proceed in order to meet USFWS's deadlines pertaining to the transfer of the Habitat Reserve land and the recordation of the conservation easement. Should the City reject the IOD, Sentinel and Toll have already identified qualified, non-profit, public benefit organizations to serve as (i) the owner of Habitat Reserve and land manager and (ii) the grantee to the conservation easement.

ENVIRONMENTAL:

The vacation and termination of the IOD is exempt from the California Environmental Quality Act ("CEQA") under the CEQA Guidelines Section 15061(b)(3), the common sense exemption, in that it can be seen with certainty that there is no possibility that it may have a significant effect on the environment.

ANALYSIS:

City staff in consultation with the City Attorney's Office recommend that the City reject and vacate the IOD. Specifically, staff's concerns with accepting the IOD are as follows:

- The Habitat Reserve area is located in an active oil field and has been the site for petroleum uses for decades. The full extent of the environmental conditions are difficult to know at this time. By accepting the IOD, the City would become the legal owner of the Habitat Reserve land and would be strictly liable under state and federal environmental laws for the cost of any potential remediation, if necessary.
- Notwithstanding this year's higher rain totals, the long-term trend in Southern California is increasingly dry weather. The owner of the Habitat Reserve land could be legally liable for future wildfires along with costs and expenses for ongoing fire mitigation.
- Although an endowment fund will be established to maintain the Habitat Reserve, there remains the possibility that Habitat Reserve maintenance costs could exceed the available endowment fund revenues in the future, which would directly impact the City's General Fund by introducing a new, ongoing maintenance expense..

For the reasons listed above, City staff recommends the City Council reject, vacate, and terminate the IOD to allow Sentinel and Toll to select qualified non-profit, public benefit

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

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organizations to serve as (i) the owner of Habitat Reserve and land manager and (ii) the grantee to the conservation easement.

To formally reject/decline the IOD, the City is required to vacate the IOD in accordance with the procedure set forth by Government Code section 7050 and Street and Highway Code section 8335. Under Government Code section 7050, the City may decline and terminate the IOD in the same manner as a summary vacation under section 8335 of the Street and Highway Code. Under section 8335, the City Council shall adopt a resolution of vacating and terminating the IOD. Following its adoption, a certified copy of the resolution shall be recorded in the County Recorder's Office to complete the vacation of the IOD.

SUMMARY:

It is recommended that the City Council adopt the attached Resolution vacating and thereby terminating the IOD for the Habitat Reserve at the Montebello Hills Project site pursuant to Government Code section 7050 and Street and Highway Code section 8335.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-39_MTB Hills Resolution of Vacation - IOD

NEXT STEPS:

N/A

RESOLUTION NO. 23-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, VACATING AND TERMINATING IRREVOCABLE OFFER OF DEDICATION FOR HABITAT RESERVE (INSTRUMENT NO. 20191405603)

RECITALS

WHEREAS, on December 17, 2019, the City of Montebello ("City") was granted an Irrevocable Offer of Dedication ("IOD") for habitat reserve open space in the Montebello Hills Project located in the City of Montebello, Los Angeles County, California and more particularly described and shown in Exhibit "A" attached hereto by Sentinel Peak Resources California, LLC, the owner of the site ("Sentinel"); and

WHEREAS, this IOD was a required condition of the United States Fish and Wildlife Services for the approval of the Montebello Hills Project for a public purpose as a habitat reserve open space; and

WHEREAS, this IOD was granted to the City and recorded in the Official Records of the Los Angeles County Recorder's Office as Instrument No. 20191405603 dated December 17, 2019; and

WHEREAS, the Sentinel and Toll Borthers ("Toll") the developer of the Montebello Hills Project have identified third party non-governmental, non-profit, public benefit organizations that will hold the habitat land in fee and serve as grantee to the conservation easement; and

WHEREAS, the City is authorized to vacate IOD in accordance with the procedure set forth by Government Code section 7050 and Street and Highway Code section 8335; and

WHEREAS, the vacation of the IOD is consistent with the City's adopted General Plan pursuant to Government Code section 65402; and

WHEREAS, the City Council finds that the IOD is unnecessary for present or future public use and that the vacation of such, as described herein; and

WHEREAS, under Government Code section 7050, with the approval of the City Council, an IOD of real property for any public purpose, such as open space, may be terminated and the right to accept such offer abandoned in the same manner of a summary vacation of streets and highways; and

WHEREAS, Section 8335 of the Street and Highway Code requires, for a summary vacation, that the City Council adopt a resolution and cause a certified copy to be recorded with the county in which the real property is located; and

RESOLUTION NO. 23-39

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WHEREAS, the City Council finds that the vacation and thereby termination and rejection of the IOD is exempt from the California Environmental Quality Act ("CEQA") under the CEQA Guidelines Section 15061(b)(3), the common sense exemption, in that it can be seen with certainty that there is no possibility that it may have a significant effect on the environment; and

WHEREAS, as a result of the facts and findings mentioned herein, the City of Montebello wishes to vacate and thereby terminate and reject the IOD.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. The City Council after consideration of the staff presentation, discussion, and staff report, hereby finds that the above recitals are true and correct and incorporate them herein by this reference as part of the findings.

SECTION 2. The City Council finds that the vacation and thereby termination and rejection of the IOD is exempt from the California Environmental Quality Act ("CEQA") under the CEQA Guidelines Section 15061(b)(3), the common sense exemption, in that it can be seen with certainty that there is no possibility that it may have a significant effect on the environment.

SECTION 4. The City Council further finds that from all the evidence submitted, the property described in the IOD is not necessary for present or prospective needs because fee title to the property described in the IOD will be transferred to a qualified third party non-governmental, non-profit, public benefit organization, and is consistent with the General Plan.

SECTION 5. The City Council further finds that it is not in the best interest of the City to accept the IOD where a third party non-governmental, non-profit, public benefit organization will take title of the property described in the IOD.

SECTION 6. As a result of the facts and findings mentioned herein, the City hereby vacates and terminates the IOD having Instrument No. 20191405603 dated December 17, 2019 for habitat reserve open space in the Montebello Hills Project site pursuant to Section 8335 of Chapter 4, Part 3, of Division 9 of the California Streets and Highways Code and Government Code Section 7050.

SECTION 7. The City Council further authorizes the City Manager or designee to execute any ancillary documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 8. From and after the date of recordation of this Resolution, the IOD is deemed rejected and no longer constitutes an Irrevocable Offer of Dedication that the City may accept.

RESOLUTION NO. 23-39

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SECTION 9. The City Clerk is hereby authorized and directed to record this Resolution declaring vacation of the subject reserve habitat open space in Exhibit A in the Office of the Los Angeles County Recorder.

APPROVED AND ADOPTED THIS 14TH DAY OF JUNE 2023.

David N. Torres, 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. 23-39 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 June 2023 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 - Legal Description and Depiction Of Irrevocable Of Dedication Property

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF IRREVOCABLE OF DEDICATION PROPERTY

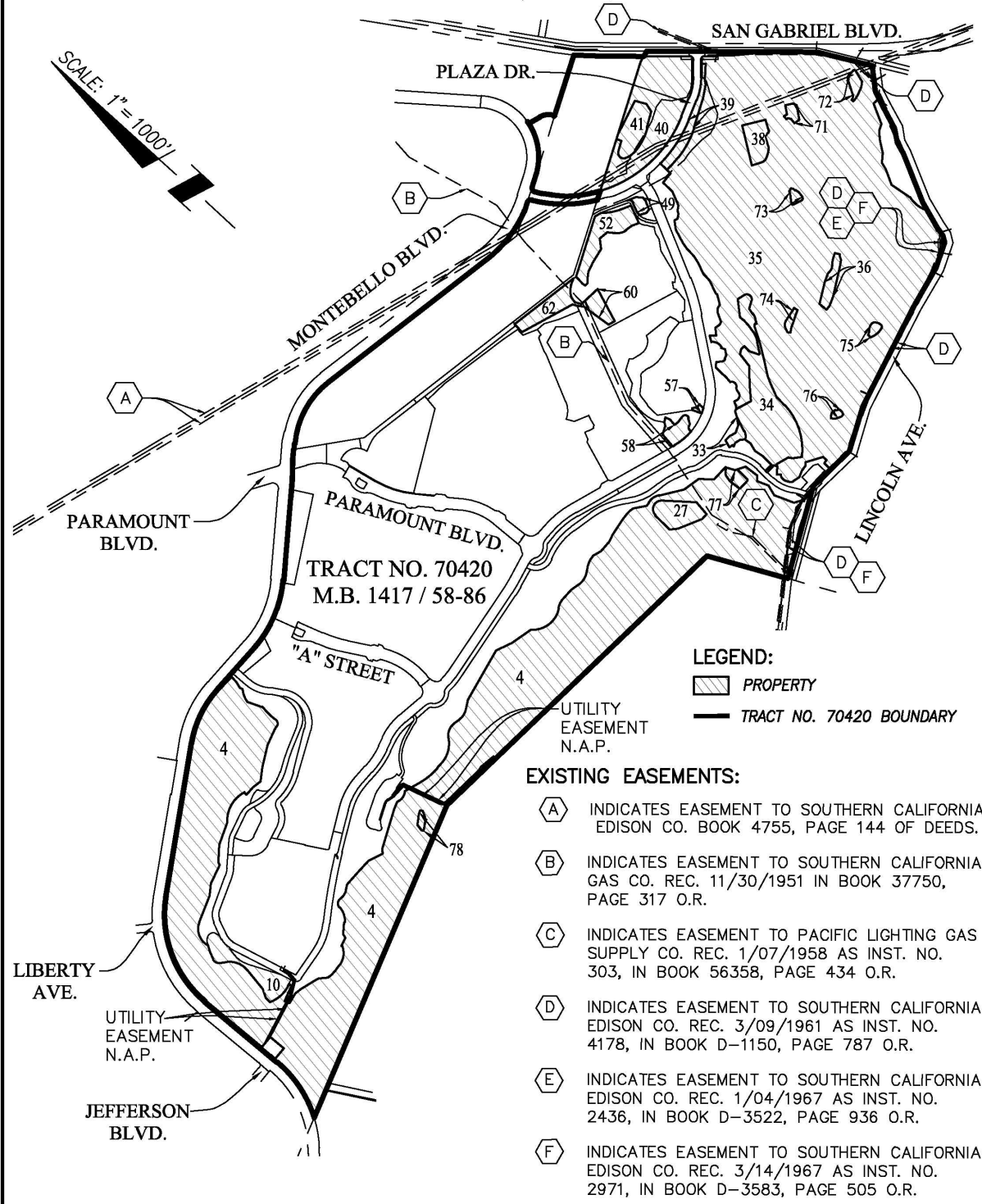
THOSE CERTAIN PORTIONS OF LAND, SITUATED IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 4, 10, 27, 33 THROUGH 36, 38, 39, 41, 49, 52, 54, 57, 58, 60, 62 AND 71 THROUGH 78 OF TRACT NO. 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "A"

PAGE 1 OF 1

DEPICTION OF THE PROPERTY
LOTS 4, 10, 27, 33 THROUGH 36, 38, 39, 41, 49, 52, 54, 57, 58, 60, 62 AND 71 THROUGH 78
OF TRACT NO. 70420, M.B. 1417 / 58-86.





ITEM # 23

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **ADOPT RESOLUTION NO. 23-48 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2023-24 ANNUAL NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND SETTING A DATE FOR THE PUBLIC HEARING**

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-48 (Attachment A) approving the Fiscal Year 2023-24 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Drain Pump Assessment District No. 2005-2 and setting a date for a Public Hearing for the regular meeting scheduled on July 26, 2023 at 6:00 pm; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The costs associated with the maintenance and operations of the sewer and storm drain, including pump stations, will be funded with the FY 2023-24 Annual Assessment District No. 2005-2 (Account No. 265-99-330-3560.20 / 6040.45, Grants, Engineering, Natasha Lane Sewer Revenue/Expenditures). There will be no impact on the General Fund as all revenue collected and associated expenditures are recorded in the appropriate account in Fund 265.

BACKGROUND/DISCUSSION:

On May 24, 2023, the City Council approved Resolution No. 23-36 initiating proceedings for the FY 2023-24 levy of annual assessments to fund the maintenance and operation of the sewer and storm drain, including pump stations, for Natasha Lane.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

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Natasha Lane is a twenty-unit housing development, extending to the south from Whittier Boulevard and to the east of Bluff Road. As part of the development, sewer and storm water pump stations were installed to accommodate the operation of the sewer lines and storm water systems. The City is responsible for the operation and maintenance of these pumps stations.

The properties of this development benefiting from these improvements were assessed in FY 2022-23 and prior years. Continued assessment of the properties benefiting from these improvements is being proposed to offset the cost of maintenance and future replacement of the system.

The attached Resolution (Attachment A) establishes approval of the Engineer's Report for Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 and provides notice of the required public hearing concerning the levy of the proposed assessments.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council will consider the adoption of a Resolution approving the Engineer's Report for the FY 2023-24 Annual Natasha Lane Sewer and Storm Water Pump Station Assessment District and set the required Public Hearing for 6:00 PM on July 26, 2023, in the City Council Chambers.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-48
2. Attachment B - Engineer's Report

NEXT STEPS:

N/A

RESOLUTION NO. 23-48

RESOLUTION OF THE CITY OF MONTEBELLO APPROVING THE ENGINEER'S ESTIMATE FOR THE FISCAL YEAR 2023-24 LEVY OF ANNUAL ASSESSMENTS FOR SEWER AND STORM PUMP STATION MAINTENANCE AND OPERATIONS FOR THE PROPERTIES LOCATED ALONG NATASHA LANE AND SET A PUBLIC HEARING ON THE PROPOSED LEVY OF ASSESMENTS, DETERMINING DURATION OF SUCH ASSESSMENTS AND ANNUAL INCREASES IN THE AMOUNTS THEREOF AND PROVIDING FOR ELECTION THEREON.

RECITALS

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 23-36 ordered the preparation of the Preliminary Engineer's Report ("Report") for the District known and designated as the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District No. 2005-2 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of sewer and storm drain pump stations and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, as ordered by the City Council, the City Engineer has filed with the City Clerk a report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of the sewer pump station and the storm drain pump station, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, it is necessary that the City Council adopt a resolution of intention pursuant to Section 22587 of the Streets and Highways Code to, among other things, fix and give notice of the time and place of a public hearing on the formation of the proposed District and levy of assessments.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council of the City of Montebello as follows:

SECTION 1. Findings. The City Council of the City of Montebello finds that:

- (a) The foregoing recitals are true and correct;
- (b) The Engineer's Report (the "Report") contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and may, therefore, be approved by the City Council;

RESOLUTION NO. 23-48

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(c) The assessments which are proposed to be levied on all parcels of assessable land within the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District are based on special benefits conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance and servicing of the sewer and storm water pump station, and associated improvements;

(d) The proportionate special benefit derived by each such parcel has been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance, irrigation and servicing of street trees and landscaping, and appurtenant improvements; and

(e) The amount of the assessment which is proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 2. Intention. The City Council declares that it intends to levy assessments on all lots and parcels of assessable land proposed to be included in the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as the County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 3. Improvements. The Improvements shall include the maintenance of the following:

(a) The maintenance of sewer and storm water pump stations and appurtenant improvements;

(b) The installation of construction of any facilities which are appurtenant to any improvements listed in (a) which are necessary or convenient for the maintenance or servicing thereof including, but not limited to pump equipment, piping, hoists and electrical facilities

SECTION 4. Formation of Assessment District. The distinctive designation of the proposed district is the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello. The boundaries of the territory included in the District are described and shown in the Report and the attached Exhibit. The general location of the territory to be included in the District is Natasha Lane in the City of Montebello.

SECTION 5. Report and Assessments. The Report, which is on file with the City Clerk of the City Council, and which has been presented to the City Council at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the Improvements, the boundaries of Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District and the proposed assessments upon assessable lots and parcels of land therein.

RESOLUTION NO. 23-48

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SECTION 6. Duration of Assessments and Inflation Increases and Election Thereon. The assessments shall be levied on all parcels of assessable property within Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District, as identified in the Report, so long as the assessments are necessary to finance the Improvements specified in Section 3 and the maintenance and servicing thereof and replacement costs at some future date. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles – Anaheim – Riverside Area; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%), and the amount of the assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 7. Hearing. The time and place of the public hearing required by Section 22587 through 22594 of the Streets and Highways Code concerning the levy of the proposed assessments is set for 6:00 p.m. on Wednesday, June 22, 2022 at the City of Montebello Council Chambers, located at 1600 W. Beverly Boulevard, Montebello, California, 90640.

SECTION 8. Notice of Hearing. The City Clerk is hereby authorized and directed to publish a copy of this Resolution in a newspaper of general circulation in said City. Said Publication shall be not less than ten (10) days before the date of said public hearing.

SECTION 9. For any and all information relating to the Procedures, protest procedures, documentation and/or information of procedure or technical nature, your attention is directed to the office listed below as designated:

James Enriquez, P.E.
Director of Public Works/City Engineer
City of Montebello

APPROVED AND ADOPTED this 14th day of June 2023.

David N. Torres, Mayor

RESOLUTION NO. 23-48

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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. 23-48 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 June 2023 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



**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

**For
FY 2023-2024**

David Torres, Mayor

Scarlet Peralta, Mayor Pro Tem

Angie Jimenez, Councilmember

Salvador Melendez, Councilmember

Georgina Tamayo, Councilmember

Engineer's Report
June 5, 2023

Prepared by the City of Montebello – Engineering Division

James Enriquez, P.E.
Director of Public Works / City Engineer

**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2
(FISCAL YEAR 2023-2024)**

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provision of the Benefits Assessment Act of 1982. Chapter 6.4 (commencing with Section 54703) of Part 1 of Division of Title 5 of the Government Code. The report for the maintenance and operation of the sewer pump station and storm water pump station benefits only the properties on Natasha Lane and covers the period July 1, 2023 thru June 30, 2024.

SECTION II: PLANS

The Plans showing the locations of the sewer and storm water pump stations are illustrated herein as Exhibit A.

All of above mentioned items are on file in the Office of the City Clerk.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

The sewer and storm water pump stations shall be maintained in such a manner as to keep the systems in good working condition at all times. The installation or construction of any facilities parts, or systems associated to any improvements which are necessary or convenient for maintenance shall be initiated as required in a timely manner.

SECTION IV: PROJECT REVENUE & EXPENDITURES

FY 2023-2024 BEGINNING FUND BALANCE (ESTIMATED)	(\$23,118)
FY 2023-2024 PROJECTED REVENUE	\$17,696
TOTAL REVENUE AVAILABLE FOR FY 2023-2024	(\$5,422)
FY 2023-2024 PROJECTED EXPENDITURES	
Maintenance and Operation Expenses	\$12,896
Contractual Services (Flo-Services, Inc.)	
Administrative Costs (Staff, Consultant and La County Fees)	\$4,800
TOTAL EXPENDITURES	\$17,696
PROJECTED BALANCE (JUNE 30, 2024)	
FY 2023-2024 Revenue Available	(\$5,422)
FY 2023-2024 Anticipated Expenditures	(\$17,696)
ASSESSMENT DISTRICT RESERVE FUND BALANCE	(\$23,118)

SECTION V: DIAGRAM

A Diagram showing the Assessor's parcel number and the dimensions of each lot or parcel of land within the District is on file in the Office of the City Clerk.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in the parcel. It also requires that publicly owned property, (which benefit from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending the assessments per panel is an Apportionment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. The City Engineer is hereby appointed as the Assessment Engineer.

All properties are assessed based on the Engineer's Estimate. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane).

In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit which it will receive from the improvements, an analysis has been completed and the respective street frontage of each benefiting parcel is used as the basis for apportioning costs to each property within the Assessment District as follows:

**NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

ASSESSMENT ROLL

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	\$ 964.63
2	6348	6	18	41 LF	\$ 875.19
3	6348	6	19	41 LF	\$ 875.19
4	6348	6	20	41 LF	\$ 875.19
5	6348	6	21	41 LF	\$ 875.19
6	6348	6	22	41 LF	\$ 875.19
7	6348	6	23	41 LF	\$ 875.19
8	6348	6	24	41.70 LF	\$ 890.14
9	6348	6	25	52 LF	\$ 1110
10	6348	6	26	45.27 LF	\$ 966.34
11	6348	6	29	40.60 LF	\$ 866.66
12	6348	6	30	40 LF	\$ 853.85
13	6348	6	31	40 LF	\$ 853.85
14	6348	6	32	40 LF	\$ 853.85
15	6348	6	33	40 LF	\$ 853.85
16	6348	6	34	40 LF	\$853.85
17	6348	6	35	40 LF	\$ 853.85
18	6348	6	36	40 LF	\$ 853.85
19	6348	6	37	40 LF	\$ 853.85
20	6348	6	38	38.24 LF	\$ 816.28
TOTAL:				829.00 LF	\$17,696

**NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-017	101 Natasha Lane Montebello, CA 90640	Angulo, Carlos & Delia 101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640	Tang, Aaron Q 105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640	Pozo, Julia 109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640	Sangtani, Neetu 117 Natasha Lane Montebello, CA 90640
6348-006-021	121 Natasha Lane Montebello, CA 90640	Alvarez, Elsa 121 Natasha Lane Montebello, CA 90640
6348-006-022	125 Natasha Lane Montebello, CA 90640	Mac, Roger 125 Natasha Lane Montebello, CA 90640
6348-006-023	129 Natasha Lane Montebello, CA 90640	Perumean, Mark A. 1840 W Whittier Blvd #196 La Habra, CA 90631
6348-006-024	133 Natasha Lane Montebello, CA 90640	Marroquin, Ericka Y. 133 Natasha Lane Montebello, CA 90640
6348-006-025	137 Natasha Lane Montebello, CA 90640	Minasian, Raffi 1000 W. Madison Ave Montebello, CA 90640
6348-006-026	141 Natasha Lane Montebello, CA 90640	Covarrubias, Carolina 141 Natasha Lane Montebello, CA 90640

NATASHA LANE SEWER AND STORM WATER PUMP STATION

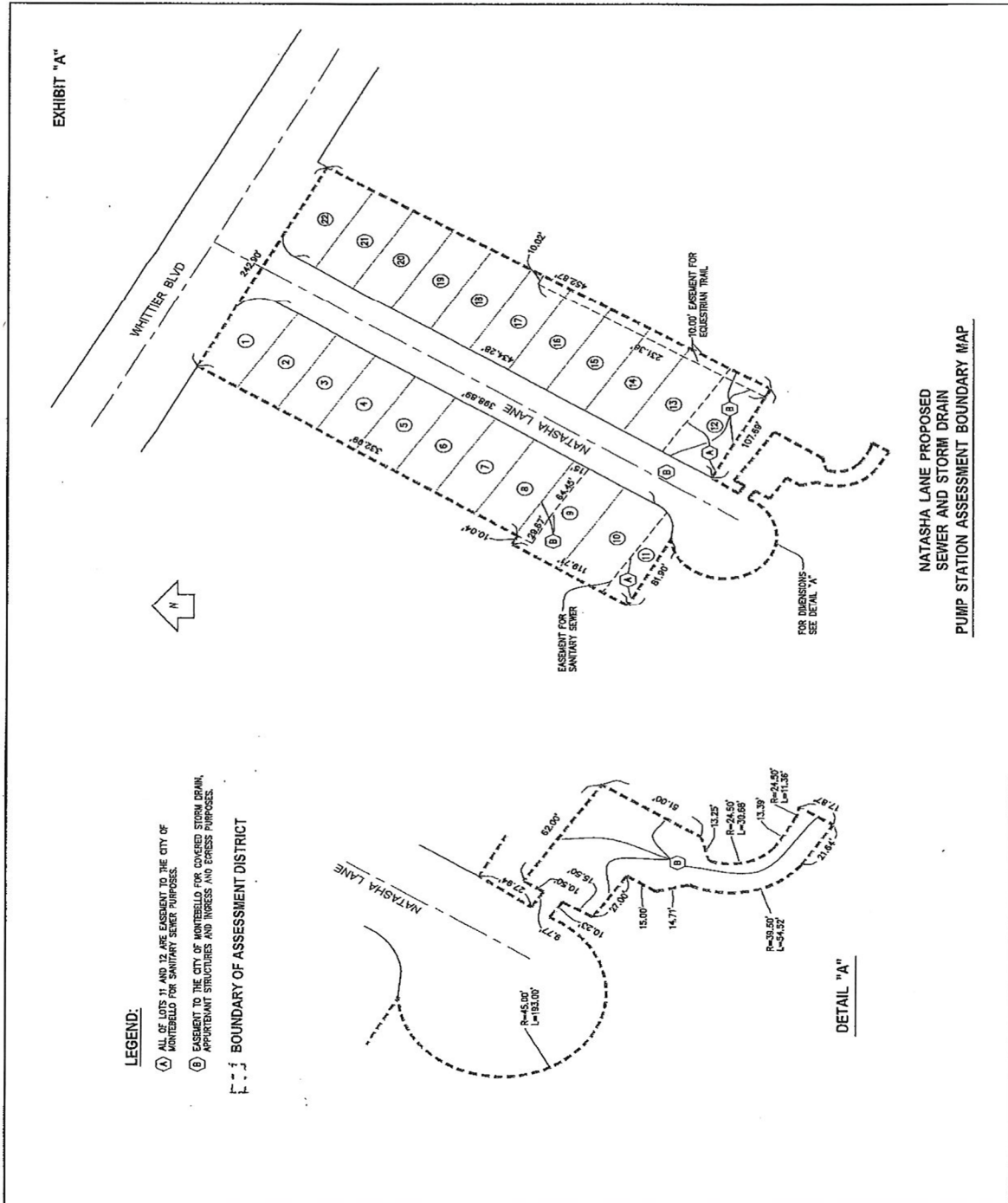
ASSESSMENT DISTRICT NO. 2005-2**NAME AND ADDRESS OF PROPERTY OWNERS**

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-029	136 Natasha Lane Montebello, CA 90640	Nguyen, Sonny 136 Natasha Lane Montebello, CA 90640
6348-006-030	132 Natasha Lane Montebello, CA 90640	Hernandez, Rodel & Rosemarie 132 Natasha Lane Montebello, CA 90640
6348-006-031	128 Natasha Lane Montebello, CA 90640	Li, Yee Lok 128 Natasha Lane Montebello, CA 90640
6348-006-032	124 Natasha Lane Montebello, CA 90640	Fragoso, Oscar 124 Natasha Lane Montebello, CA 90640
6348-006-033	120 Natasha Lane Montebello, CA 90640	Minasian, Raffi 1000 W. Madison Ave Montebello, CA 90640
6348-006-034	116 Natasha Lane Montebello, CA 90640	Minasian, Murad 336 N. 10 th Street Montebello, CA 90640
6348-006-035	112 Natasha Lane Montebello, CA 90640	Jimenez, Rosendo & Consuelo 112 Natasha Lane Montebello, CA 90640
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6348-006-037	104 Natasha Lane Montebello, CA 90640	Perez, Raymond 104 Natasha Lane Montebello, CA 90640
6348-006-038	100 Natasha Lane Montebello, CA 90640	Ramirez, Oscar R., Jr 100 Natasha Lane Montebello, CA 90640

NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2

EXHIBIT "A"

BOUNDARY MAP





ITEM # 24

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **ADOPT RESOLUTION NO. 23-49 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2023-24 ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND SETTING A DATE FOR THE PUBLIC HEARING**

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-49 (Attachment A) approving the Fiscal Year 2023-24 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1 setting a date for the Public Hearing for the regular meeting scheduled on July 26, 2023 at 6:00 pm; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The costs associated with the maintenance and operations of the landscaping for Natasha Lane will be funded with the Fiscal Year 2023-24 Annual Assessment District No. 2005-01 (Account No. 265-99-330-3560.10 / 6040.20, Grants, Engineering, Natasha Lane Landscape Revenue/Expenditures). There will be no impact to the General Fund as all revenue collected and associated expenditures are recorded in the appropriate account in Fund 265.

BACKGROUND/DISCUSSION:

On May 24, 2023, the City Council approved Resolution No. 23-35 initiating proceedings for the FY 2023-24 levy of annual assessments to fund landscape maintenance for the properties located on Natasha Lane.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

Page 2 of 2

Natasha Lane is a twenty-unit housing development, extending to the south from Whittier Boulevard and to the east of Bluff Road. As part of the development, new landscaping was installed within a storm drain easement at the southerly terminus, along frontage of the property facing Whittier Boulevard and along the rear portion of the property. The City is responsible for the maintenance of landscaping in these areas.

The properties of this development benefiting from these improvements were assessed in FY 2022-23 and prior years. Continued assessment of the properties benefitting from these improvements is being proposed to offset the cost of maintenance and future replacement of the system. The attached Resolution (Attachment A) establishes approval of the Engineer's Report for Natasha Lane Landscape Assessment District No. 2005-1 and provides notice of the required public hearing concerning the levy of the proposed assessments.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council will consider the adoption of a Resolution approving the Engineer's Report for the FY 2023-24 Annual Natasha Lane Landscape Assessment District and setting the required Public Hearing for 6:00 PM on July 26, 2023, in the City Council Chambers.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23- 49
2. Attachment B - Engineer's Report

NEXT STEPS:

N/A

RESOLUTION NO. 23-49

RESOLUTION OF THE CITY OF MONTEBELLO APPROVING THE ENGINEER'S ESTIMATE FOR THE FISCAL YEAR 2023-24 LEVY OF ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE FOR THE PROPERTIES LOCATED ALONG NATASHA LANE AND SET A PUBLIC HEARING ON THE PROPOSED LEVY OF ASSESMENTS, DETERMINING DURATION OF SUCH ASSESSMENTS AND ANNUAL INCREASES IN THE AMOUNTS THEREOF AND PROVIDING FOR ELECTION THEREON.

RECITALS

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 23-35, ordered the preparation of the Engineer's Annual Levy Report ("Report") for the District known and designated as the Natasha Lane Landscape Assessment District No. 2005-01 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of street lights, traffic signals, street trees, parkways, median islands, landscaping, parks, and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, as ordered by the City Council, the City Engineer has filed with the City Clerk a preliminary report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of street trees and landscaping, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, it is necessary that the City Council adopt a resolution of intention pursuant to Section 22587 of the Streets and Highways Code to, among other things, fix and give notice of the time and place of a public hearing on the formation of the proposed District and levy of assessments.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council of the City of Montebello as follows:

SECTION 1. Findings. The City Council of the City of Montebello finds that:

(a) The foregoing recitals are true and correct;

(b) The Engineer's Report (the "Report") contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and may, therefore, be approved by the City Council;

RESOLUTION NO. 23-49

Page 2 of 4

(c) The assessments which are proposed to be levied on all parcels of assessable land within Natasha Lane Landscape Assessment District are based on special benefit conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance, irrigation and servicing of street trees and parkways, landscaping, and appurtenant improvements;

(d) The proportionate special benefit derived by each such parcel has been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance, irrigation and servicing of street trees and landscaping, and appurtenant improvements; and

(e) The amount of the assessment which is proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 2. Intention. The City Council declares that it intends to levy assessments on all lots and parcels of assessable land proposed to be included in Natasha Lane Landscape District of the City of Montebello, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as the County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 3. Improvements. The Improvements shall include the maintenance of the following:

(a) The maintenance of landscaping, including, but not limited to, street trees;

(b) The installation of construction of any facilities which are appurtenant to any improvements listed in (a) which are necessary or convenient for the maintenance or servicing thereof including, but not limited to, irrigation, planting, and electrical facilities;

SECTION 4. Formation of Assessment District. The distinctive designation of the proposed district is Natasha Lane Landscape District in the City of Montebello. The boundaries of the territory to be included in the District are described and shown in the Report. The general location of the territory to be included in the District is Natasha Lane in the City of Montebello.

SECTION 5. Report and Assessments. The Report, which is on file with the City Clerk of the City Council, and which has been presented to the City Council at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the Improvements, the boundaries of Natasha Lane Landscape District and the proposed assessments upon assessable lots and parcels of land therein.

SECTION 6. Duration of Assessments and Inflation Increases and Election Thereon. The assessments shall be levied on all parcels of assessable property within Natasha Lane Landscape District as identified in the Report, so long as the assessments

RESOLUTION NO. 23-49

Page 3 of 4

are necessary to finance the Improvements specified in Section 3 and the maintenance and servicing thereof. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles – Anaheim – Riverside Area; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%), and the amount of the assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 7. Hearing. The time and place of the public hearing required by Section 22587 through 22594 of the Streets and Highways Code concerning the levy of the proposed assessments is set for 6:00 p.m. on Wednesday, June 22, 2022 at the City of Montebello Council Chambers, located at 1600 W. Beverly Boulevard, Montebello, California, 90640.

SECTION 8. Notice of Hearing. The City Clerk is hereby authorized and directed to publish a copy of this Resolution in a newspaper of general circulation in said City. Said Publication shall be not less than ten (10) days before the date of said public hearing.

SECTION 9. For any and all information relating to the Procedures, protest procedures, documentation and/or information of procedure or technical nature, your attention is directed to the office listed below as designated:

James Enriquez, P.E.
Director of Public Works/City Engineer
City of Montebello

APPROVED AND ADOPTED this 14th day of June 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 23-49

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-49 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 June 2023 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



**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

**For
FY 2023-2024**

David Torres, Mayor

Scarlet Peralta, Mayor Pro Tem

Angie Jimenez, Councilmember

Salvador Melendez, Councilmember

Georgina Tamayo, Councilmember

Engineer's Report
June 5, 2023

Prepared by the City of Montebello – Engineering Division

James Enriquez, P.E.
Director of public Works / City Engineer

**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1
(FISCAL YEAR 2023-2024)**

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provisions of the Landscape and Lighting Act of 1972 (commencing with Section 22500) of Division 15 the Street and Highway Code for the maintenance of Public Landscaping that benefits only the properties on Natasha Lane. The report covers the period from July 1, 2023 through June 30, 2024.

SECTION II: PLANS

The Plans showing extent and location of landscape are illustrated herein by Exhibit A.

All of above mentioned items are on file in the Office of the City Clerk.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

Landscaping maintenance shall consist of installing, cutting, pruning, trimming, fertilizing, irrigating and treating plants, shrubs, trees, ground cover and soil to provide a pleasing and attractive landscape within the public right-of-way and publicly-owned grounds. Dead plants, shrubs, trees and ground cover shall be replaced with new items as soon as practical. The irrigation system shall be operated and maintained to provide adequate watering for all plants, shrubs, trees and ground cover. Irrigation systems shall be installed as deemed appropriate by the City Engineer.

SECTION IV: PROJECT REVENUE & EXPENDITURES

FY 2023-2024 BEGINNING FUND BALANCE (ESTIMATED)	\$50,155
FY 2023-2024 PROJECTED REVENUE	\$1,200
TOTAL REVENUE AVAILABLE FOR FY 2023-2024	\$51,355
FY 2023-2024 PROJECTED EXPENDITURES	
Maintenance, Operation and Irrigation Expenses	\$15,556
Contractual Services (Complete Landscaping Care Co.)	
Administrative Costs (Staff, Consultant and La County Fees)	\$ 4,800
TOTAL EXPENDITURES	\$20,356
PROJECTED BALANCE (JUNE 30, 2024)	
FY 2023-2024 Revenue Available	\$51,355
FY 2023-2024 Anticipated Expenditures	(\$20,356)
ASSESSMENT DISTRICT RESERVE FUND BALANCE	\$30,999

SECTION V: DIAGRAM

A Diagram showing the Assessor's parcel number and the dimensions of each lot or parcel of land within the District is on file in the Office of the City Clerk.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in the parcel. It also requires that publicly owned property, (which benefit from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending the assessments per panel is an Apportionment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. The City Engineer is hereby appointed as the Apportionment Engineer.

All properties are assessed based on the Engineer's Estimate. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane).

In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit which it will receive from the improvements, an analysis has been completed and the respective street frontage of each benefiting parcel is used as the basis for apportioning costs to each property within the Assessment District as follows:

**NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

ASSESSMENT ROLL

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	\$ 65.41
2	6348	6	18	41 LF	\$ 59.35
3	6348	6	19	41 LF	\$ 59.35
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7	6348	6	23	41 LF	\$ 59.35
8	6348	6	24	41.70 LF	\$ 60.36
9	6348	6	25	52 LF	\$ 75.27
10	6348	6	26	45.27 LF	\$ 65.53
11	6348	6	29	40.60 LF	\$ 58.77
12	6348	6	30	40 LF	\$ 57.90
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16	6348	6	34	40 LF	\$ 57.90
17	6348	6	35	40 LF	\$ 57.90
18	6348	6	36	40 LF	\$ 57.90
19	6348	6	37	40 LF	\$ 57.90
20	6348	6	38	38.24 LF	\$ 55.35
TOTAL:				829.00 LF	\$ 1,200

**NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
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6348-006-018	105 Natasha Lane Montebello, CA 90640	Tang, Aaron Q 105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640	Pozo, Julia 109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640	Sangtani, Neetu 117 Natasha Lane Montebello, CA 90640
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**NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

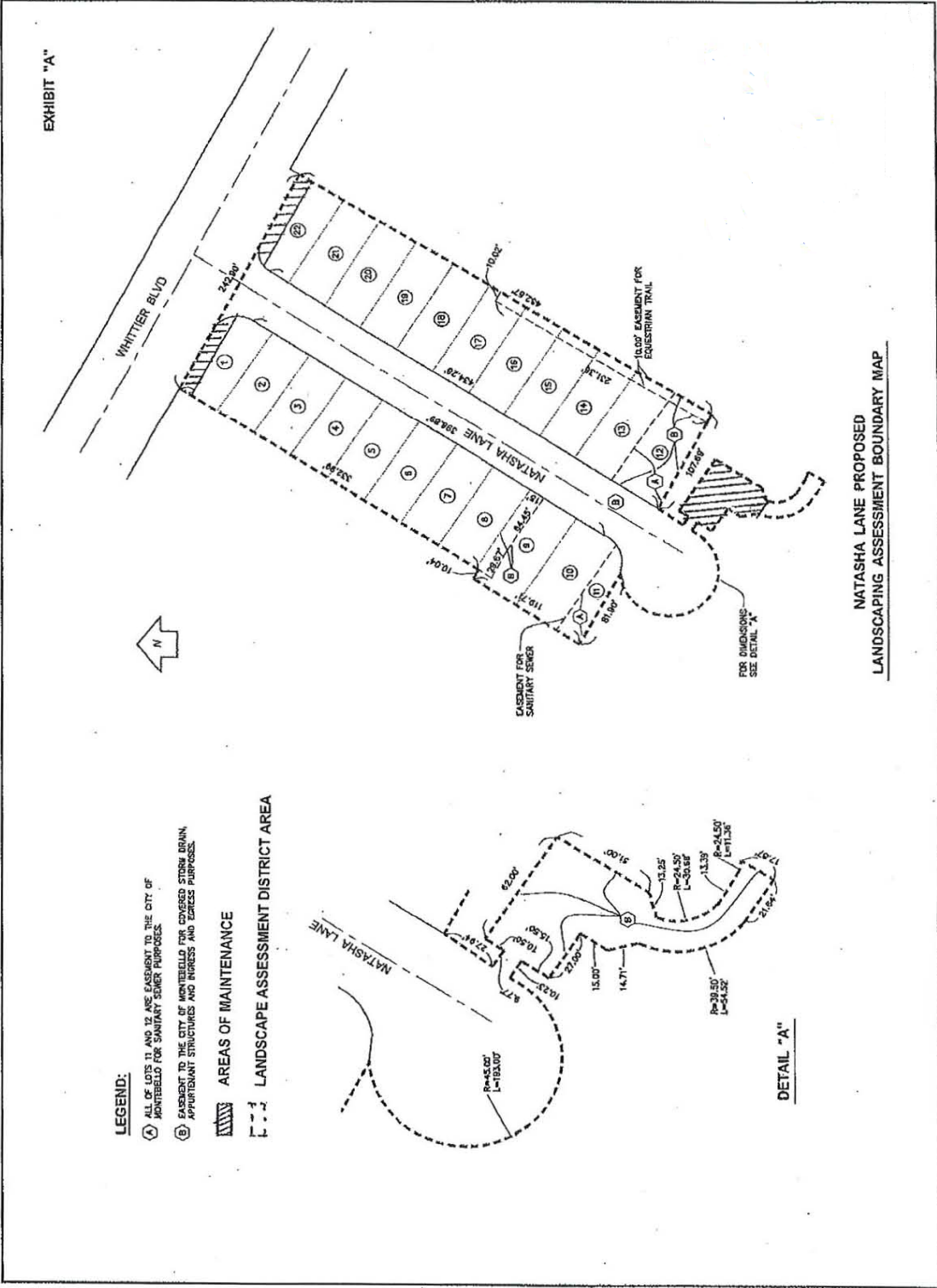
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6348-006-034	116 Natasha Lane Montebello, CA 90640	Minasian, Murad 336 N. 10 th Street Montebello, CA 90640
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6348-006-036	108 Natasha Lane Montebello, CA 90640	Lopez, Gaspar Soria 108 Natasha Lane Montebello, CA 90640
6348-006-037	104 Natasha Lane Montebello, CA 90640	Perez, Raymond 104 Natasha Lane Montebello, CA 90640
6348-006-038	100 Natasha Lane Montebello, CA 90640	Ramirez, Oscar R., Jr 100 Natasha Lane Montebello, CA 90640

NATASHA LANE LANDSCAPING
ASSESSMENT DISTRICT NO. 2005-1

EXHIBIT "A"

BOUNDARY MAP





ITEM # 25

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: James Enriquez, Director of Public Works

**SUBJECT: MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT
(CP NO. 894) – ARTIFICIAL TURF PURCHASE ORDER**

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. By a four-fifths vote of the City Council authorize the dispensing of a formal bidding procedure for the purchase of artificial turf material for the Montebello Municipal Golf Course Renovation Project (CP No. 894), in accordance with Montebello Municipal Code Chapter 3.20.050; and
2. Approve a Purchase Order with TrueTurf LLC in the amount not-to-exceed \$76,176 for the artificial turf and authorize the City Manager to execute the Purchase Order; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The previously authorized budget for the subject project includes funding for the proposed purchase order. No additional appropriations are recommended at this time.

BACKGROUND/DISCUSSION:

The Montebello Municipal Golf Course Renovation Project ("Project") proposes to renovate a portion of the existing Montebello Municipal Golf Course property located south of Via Campo and northwest of Via San Clemente. The Project area is approximately 72.5 acres of the original golf course campus. The Project will replace the existing 18-hole golf course with a new and modern first-class championship golf course complex that will complement the adjacent Topgolf facility and existing hotels and Quiet Cannon event center. The project will include a new 9-hole championship golf course

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

Page 2 of 3

with a new club house and putting green complex and a new 6-hole (9-hole at night) Par 3 golf course with lights.

The construction of the Golf Course Renovation Project is phased as follows:

- Phase 1 – Golf course rough site work construction (Civil Contractor) including rough grading, underground and utilities construction, pavement and concrete flatwork (Construction commenced November 2022);
- Phase 2 – Golf course construction (Golf Course Contractor) including finished grading, construction of golf course features (i.e. tee boxes, fairways, greens and sand traps), turf and landscaping (Construction commenced December 2022); and
- Phase 3 – Clubhouse construction (Notice Inviting Bids issued 6/1/2023).

The recommended purchase order with TrueTurf LLC is for the purchase of artificial turf material for outdoor event lawns that are part of Phase 3 of the project. The artificial turf material will be purchased by the City and provided to the contractor for installation.

ENVIRONMENTAL:

N/A

ANALYSIS:

Although the recommendation is for a sole-sourced purchase dispensing with formal bidding procedures in accordance MCC 3.20.050 with a four-fifths vote of the City Council, staff did informally contact multiple vendors and TrueTurf LLC provided the lowest price for the amount of turf required, that also met the project specifications and accelerated schedule. The event lawn is located immediately adjacent to the Quiet Cannon and will be the first item of work completed for Phase 3. Its unfinished condition continues to negatively impact the booking of events for the Quiet Cannon. The recommended purchase order will ensure the material is delivered prior to the anticipated Notice to Proceed (NTP) for the Phase 3 contractor, enabling the work to be completed in a timely manner. If the material is ordered after the NTP, completion of the event lawn will be delayed by an additional 3 months, at a minimum.

SUMMARY:

Upon approval by the City Council of the recommended actions, staff will execute the purchase order with TrueTurf LLC in order to schedule delivery of the material.

ATTACHMENT(S)

1. Attachment A - True Turf LLC Quote

NEXT STEPS:

N/A

TrueTurf

QUOTE

INVOICE TO

City of Montebello Former Putting Green

Phone: 323.887.1200
Email: jenriquez@cityofmontebello.com
Address: 901 Via San Clemente
Montebello, CA 90640

Quote No: #MONT2
Terms: Check NET30
Quote Date: June 8, 2023

Dear City of Montebello (Former Putting Green at Quiet Cannon),

Thank you for the opportunity to work with you regarding this exciting project with TrueTurf - supplier of the highest quality synthetic turf utilized by the World Rugby Organization and FIFA Worldwide with exclusive Memory Technology ideal for high-traffic commercial applications. If you have any questions please feel free to reach out directly.

NO.	ITEM & LOCATION DESCRIPTION	PRICE/SQ FT.	SQ FT.	TOTAL
TrueTurf Item #TT1 with Pile Height 1.5", Face Weight 65oz, Total Weight 90oz with W blade design. Exclusive Memory Technology for Improved Pile Height Recovery. Product used by World Rugby Organization & FIFA Worldwide.				
01	Montebello Golf Course Former Putting Green	\$2.76	27,600	\$76,176.00
Inclusive of Former Putting Green Location at Montebello Golf Course Clubhouse as Measured to Be 27,600				
Square Feet + Necessary Overage. Sample Provided to Management Ideal for High-Traffic Applications.				

PAYMENT METHOD

PLEASE ISSUE CHECKS TO:

TrueTurf LLC

Thank You For Your Business



info@trueturf.co



2108 N St Ste C Sacramento CA 95816

Subtotal: **\$76,176.00**Discount: **\$0.00**
Total: \$76,176.00
Terms: Check Net 30
Delivery within 60 Days

TERMS & CONDITIONS

Please issue payment in the form of a business check upon delivery of product. Product shall be in rolls of 83' x 15' with extra lengths being in varied sizing, and shall be delivered to Montebello Golf Course location within 60 days of signed agreement with TrueTurf.



ITEM # 26

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-13) FOR A MEDICAL DIRECTOR – EMERGENCY MEDICAL SERVICES PROGRAM

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize issuing a Request for Proposals (RFP) No. 23-13 for a Medical Director – Emergency Medical Services (EMS) Program; and
2. Authorize payment of invoices from Dr. Angelica Loza-Gomez for medical director services in an amount not to exceed \$40,000; and
3. Authorize the use of up to \$20,000 for additional medical director services;
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Issuing an RFP for this service does not have a direct cost associated. At this point, the exact cost of services is unknown. Once the selection process is complete, staff will return to the City Council requesting approval of a professional services agreement per the Montebello Code Chapter 3.20 – Purchasing System guidelines. If necessary, any budget amendments will be made depending on the total cost of the services procured through the RFP process.

Staff requests authorization to pay outstanding invoices from Dr. Angelica Loza-Gomez (Dr. Loza-Gomez) totaling \$ \$38,271. The adopted Fiscal Year 2022 – 23 budget includes \$40,000 in Account No. 100-85-860-6040.10 (General Fund, Fire, Suppression, Contract Services- Outside Contracts) for Medical Director services as mandated by the Los Angeles County Department of Health Services. Funds from the account will be used to pay the outstanding invoices in the current fiscal year .

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

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Furthermore, City Council is requested to authorize the use of \$20,000 during Fiscal Year 2023-24 for Medical Director services from Dr. Loza-Gomez while the RFP process is completed. It is anticipated that a new agreement will be established no later than the end of September 2023. If approved, funds will be budgeted as part of the annual budget process in the previously mentioned account.

BACKGROUND/DISCUSSION:

The Fire Department is an all-risk, all-hazard municipal Department that responds to fire, rescue, emergency medical, and hazardous materials for its community and neighboring agencies. During Calendar Year 2022, the Department responded to approximately 8,400 calls for service, of which 74 percent were Emergency Medical Services (EMS) related calls.

For the Department to provide these services, it must be compliant with regulations set forth by the Los Angeles County Department of Health Services. Reference Number 411, Provider Agency Medical Director requires services that enhance the quality of prehospital care by providing medical expertise in EMS and serves as a liaison between the EMS Agency Medical Director, hospitals, and other Provider Agency Medical Directors to ensure the delivery of safe and effective medical care. To provide this service, the Department contracts the services of a licensed medical professional. The most recent agreement for this service has terminated, and a RFP is required to identify a consultant.

While planning and developing the RFP, the Department continued to use the services of Dr. Loza-Gomez to serve as medical director. As a result, invoices totaling \$38,271 have been accumulated and require payment. Furthermore, it is requested that City Council authorize the continued use of Dr. Loza-Gomez while the RFP process is completed. Allowing continued use will ensure the City can provide safe and compliant emergency medical services and reduce liability. It is anticipated that the RFP process will be completed by no later than September 30, 2023.

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 RFP Scope of Work/Services will include various Medical Director services and will request the ability to provide program oversight and medical consultations. The

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 14, 2023

Page 3 of 3

contractor will provide all labor costs associated with the scope of work. In making the award, the City will take into consideration the bidder's experience, possession of a medical degree from an accredited institution, appropriate licenses/certificates, pricing, and knowledge of current EMS policies and procedures for Los Angeles County.

The Montebello Fire Department must satisfy the requirements of Health and Safety Code, Division 2.5, California Code of Regulations, Title 22 and other relevant governing codes required for EMS program compliance.

SUMMARY:

Staff recommends that the City Council authorize the issuance of an RFP for a Medical Director – Emergency Medical Services Program for the Fire Department. In addition, it is requested that City Council authorize staff to issue payments for outstanding invoices and authorize the continued use of services until the RFP process is complete and a successor professional services agreement is executed.

ATTACHMENT(S)

1. Attachment A - RFP 23 - 13 - Medical Director EMS (Draft)

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 23 – 13

Medical Director –
Emergency Medical Services Program

Release Date: Friday, May 26, 2023
Due Date: Thursday, June 29, 2023, at 11 a.m. PST

DRAFT

TO PROSPECTIVE PROPOSERS

The City of Montebello invites proposal submissions under this Request for Proposals (RFP). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. 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

May 26, 2023

THE PROJECT

Medical Director – Emergency Medical Services Program

OWNER/PROPOSAL CONTACT

City of Montebello – Fire Department
1600 West Beverly Boulevard
Montebello, CA 90640

Attn: Angelica Palmeros, Deputy Director

Contact Phone: (323) 887-1200

Contact E-Mail: apalmeros@montebellocal.gov

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by Wednesday, June 14, 2023, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

<https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839>

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Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample

1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified physicians to provide Medical Director Services for the Fire Department's Emergency Medical Services (EMS) program. Services performed in relation to this request must follow the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 23 – 13. Prospective respondents are advised to carefully read information related to this solicitation 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 with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, June 14, 2023, at 11:00 a.m. PST.**

*****QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*****

Proposals must be submitted via PlanetBids by **Thursday, June 29, 2023, at 11:00 a.m. PST.**

Responses to this request for proposals will be evaluated to determine the Consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

2.0 Introduction

The City is seeking proposals for qualified consultants to provide services as a Medical Director for the Montebello Fire Department, as defined by the Los Angeles County Department of Health Services Policy Number 411. In general, the Medical Director will provide advice and coordinate the medical aspects of field care, oversight of all medications utilized by Emergency Medical Technicians (EMTs), and paramedics including controlled medications, and oversee the provider's quality improvement process, as defined by the Los Angeles County Emergency Medical Services (EMS) Agency.

The MFD is an all-risk, all-hazard municipal department that responds to fire, rescue, emergency medical and hazardous materials to its community and neighboring agencies. During Calendar Year 2022, MFD responded to approximately 8,400 calls for service, of which, 74 percent were EMS calls.

Additionally, through its contract with UCLA, a dedicated Nurse Educator currently works with the Department's approximately 60 EMT-Basic and EMT-Paramedic personnel to conduct on-site continuing education in prehospital and emergency medicine to maintain their certifications and licenses and assists in the annual Los Angeles County Department of Health Services' onsite EMS audit.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. 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. 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.

3.0 Timeline

- | | |
|---------------------------------|---|
| • Release RFP | Friday, May 26, 2023 |
| • Online Q&A Deadline | Wednesday, June 14, 2023, 11 a.m. PST |
| • Deadline to Submit Responses | Thursday, June 29, 2023, at 11 a.m. PST |
| • City Review of Submissions | Late June/Early July 2023 |
| • Interviews | TBD (If Necessary) |
| • Notifications Sent to Vendors | Late July 2023 |
| • Award | Late July/Early August 2023 |

4.0 Purpose

The purpose of this RFP is to solicit proposals from qualified Consultant to function as

the Medical Director for the MFD EMS program. The selected consultant will be an EMS Board-Certified Physician who will be designated to provide advice and coordinate the medical aspects of field care, provide oversight of all medications utilized by Emergency Medical Personnel, such as Certified Paramedics and EMTs; including controlled substances and medications, and oversee the provider's quality improvement process, as defined by the Los Angeles County Emergency Medical Services (EMS) Agency.

5.0 Scope of Work/Services

The Montebello Fire Department is seeking a Medical Director specializing in Emergency Medical Services (EMS). The general responsibilities of the Medical Director will include, but are not limited to:

- Overseeing the Fire Department's EMS Program
- Provide medical and program oversight
- Medical consultations
- Reviewing and evaluating administrative and patient care treatment procedures
- Coordinating the medical aspects of emergency services and field care
- Narcotic regulation oversight
- Maintaining active medical oversight of the EMS Quality Improvement (QI) and Continuous Quality Improvement (CQI) process
- Recommending, developing, implementing, and evaluating goals, objectives, policies, and procedures defined by the Los Angeles County Department of Public Health Services and other health-related programs such as the Montebello Community Assistance Program.

The Montebello Fire Department must satisfy the requirements of the Health and Safety Code, Division 2.5, Sections 1797.52, 1797.94, 1797.178, 1797.180, 1797.201 California Code of Regulations, Title 22, Sections 100166, 100167, 100169, 100400 and 100402; and any other relevant governing codes required for EMS program compliance.

General Requirements

Qualified consultants must meet the following minimum requirements to be eligible to be for consideration:

- Possess a California State Physician's License and Surgeon's Certificate issued by the Board of Medical Examiners of the State of California (in good standing, no current or pending disciplinary actions)
- Possession of a medical degree from an accredited institution
- At least three (3) years of medical management experience, including supervisory experience

- At least two (2) years of experience providing EMS
- Knowledgeable of the current policies, procedures, and protocols of the Los Angeles County EMS Agency

The consultant selected through this solicitation will be expected to perform the following duties and tasks associated with the Montebello Fire Department's EMS program:

- A. Medical Direction and Supervision of Patient Care
 - i) Advises the Montebello Fire Department in planning and evaluating the delivery of pre-hospital medical care by EMTs and paramedics.
 - ii) Reviews and approves the medical content of all EMS training performed by the provider agency and ensures compliance with continuing education requirements of the State and local EMS Agency.
 - iii) Reviews and approves the medical components of the department dispatch system.
 - iv) Assists in the development of procedures to optimize patient care.
 - v) Reviews and recommends to the EMS Agency Medical Director any new medical monitoring devices under consideration and ensures compliance with State and local regulations.
 - vi) Evaluate compliance with the legal documentation requirements of patient care.
 - vii) Participates in direct observation of field responses as needed. The Montebello Fire Department Medical Director may provide medical direction during a direct field observation in place of the base hospital under the following conditions:
 - (a) The Emergency Medical Technicians (EMTs), paramedics, and Montebello Fire Department's Medical Director on-scene must be employed by or contracted with the Montebello Fire Department.
 - (b) If base contact has already been established, the Medical Director may assume the medical direction of patient care. The base hospital shall be informed that the Medical Director is on-scene. They are not required to accompany the patient to the hospital.
 - (c) EMS personnel shall document the involvement of the Medical Director on the EMS Report form when orders are given.
 - (d) The receiving hospital shall be notified of all patients whose field care is directed by the Montebello Fire Department Medical Director.
 - viii) Participates as needed with appropriate EMS committees and the local medical community. Attend at least fifty (50) percent of the Medical Advisory Council meetings, Los Angeles County Public Health Services EMS

meetings, or delegate a designee.

- ix) The Fire Department's Medical Director will ensure that the department complies with the Los Angeles County EMS Agency's controlled substance policies and procedures.

B. Audit and Evaluation of Patient Care

- i) Assists the Montebello Fire Department in developing and implementing a continuous quality improvement program to ensure quality medical care. Provides recommendations for training and operational changes based on quality improvement results.
- ii) Evaluates the adherence of the Montebello Fire Department personnel to medical policies, procedures, and protocols of the Los Angeles County EMS Agency.
- iii) Coordinates delivery and evaluation of patient care with base and receiving hospitals.

C. Investigation of Medical Care Issues

- i) Reviews incidents with unusual or adverse patient outcomes, inadequate performance of EMS personnel, and complaints related to the delivery of medical care.
- ii) Evaluates medical performance, gathers appropriate facts, and, as needed, forward those facts in writing to the Los Angeles County EMS Agency Medical Director.
- iii) Ensures that appropriate actions are taken in cases with patient care issues with adverse outcomes, e.g., training, counseling, etc.

D. Acknowledge/respond to the Montebello Fire Department's consultation requests within a reasonable timeframe (preferably twenty-four (24) hours)

E. Notify the Montebello Fire Department's designated point of contact of any extended absences and coordinate an approved medical designee to act on the Medical Director's behalf

F. Comply with any additional requests from the Fire Chief or designee to meet the Montebello Fire Department's legal obligations and requirements

G. Other general duties associated with the Montebello Fire Department's EMS Program as assigned by the Fire Chief or designee

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. Consultants 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 City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

- A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:
 - i. Qualifications as they relate to this project (70%)
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience in organizational analysis evaluation
 - c. Knowledge of the City of Montebello and local needs
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
 - ii. Reputation for integrity and competence (15%)
 - a. Positive Reference Checks
 - iii. Proposed fees for Service (15%)

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening 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 Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
Michael Solorza, Director of Finance
City of Montebello
Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
msolorza@montebellocity.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to 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, subcontractors, 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 Director of Finance will respond and 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 Finance has the authority to decide on 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 Consultant and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Consultant decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

10.0 Insurance

The Consultant 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 Firm 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

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

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.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled 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).

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, involves 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.

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 provide 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 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

12.0 Non-Commitment of City

While the City intends to select a Consultant 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.

13.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant 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 shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Consultant 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.

14.0 Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

15.0 Subcontractors

The Consultant 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. All subcontractors used on this work shall be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

16.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon the mutual understanding between the City and the Consultant. These changes will be processed through the City Manager.

17.0 Disclosure of Information

- A. The Consultant 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 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 shall be used exclusively in connection with the performance of services.
- B. The Consultant 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.

18.0 City of Montebello Rights

At 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, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Consultant 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 law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample

**City of Montebello
Medical Director – Emergency Medical Services
RFP No. 23 – 13**

Appendix A – Proposal Content and Format

Proposal Content

The Consultant 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. **Letter of Interest** - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the Consultant's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the Consultant and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.
2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.
3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Identify a minimum of three (3) specific examples of relevant experience. The Consultant should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the Consultant has performed similar services of similar size, scope, and complexity.

Include the name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.

Project Manager/Key Staff: Please include information about the specific relevant experience and billing rates for the proposed Project Manager and all applicable staff. A Project Manager must be designated as the principal contact for the City throughout engagement. Resumes should be attached to this section.

4. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the needs described in this RFP; and discuss any ideas for modifying, clarifying, or improving. Provide a realistic working schedule with key deliverables, milestones and tasks.
5. **Conflict of Interest Statement** - The Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the Consultant does not have any such conflicts, a statement declaring such should be included in their submission.

6. **Cost Proposal** – Cost proposal should include the following:

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. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.

Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates and number of hours anticipated for each staff level; as well as out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should have a direct relationship to the total all-inclusive maximum price.

Rates for Additional Services: If it should become necessary for the City to request the successful Consultant 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 Consultant. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

All proposals must be submitted using the PlanetBids Portal by Thursday, June 29, 2023, 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.

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The thirty (30) page-requirement does not include cover letter/letter of transmittal or any items included as additional attachments. Proposals should also include the following:

1. Title Page showing the request for proposals subject; the Consultant's name; the name, address, email and telephone number of the contact person; and the date of the proposal.
2. Table of Contents identifying the items/section listed in the "Proposal Content" section of this RFP.
3. Detailed proposal following the order set forth in the "Proposal Content" of this RFP.

Appendix B – Sample Professional Services Agreement

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 not 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 X years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to X 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 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]

If to Consultant: Consultant Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email

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]

SAMPLE

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
- Exhibit C – Live Scan Fingerprinting Requirement

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

SAMPLE

EXHIBIT “B”

Schedule of Compensation

SAMPLE

EXHIBIT “C”

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT must obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work.

SAMPLE



ITEM # 27

**APPROVAL OF MINUTES: MAY 10, 2023 CITY COUNCIL MEETING; MAY 24, 2023
CITY COUNCIL MEETING; JUNE 5, 2023 CITY COUNCIL SPECIAL MEETING**

AMENDED AGENDA



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, MAY 24, 2023 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Torres called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Jimenez, Councilmember Melendez, and Councilmember Tamayo. City Clerk Jimenez and Treasurer Matanga were also present.

Assistant City Manager Arlene Salazar, Deputy City Clerk Kimberly Guillen, and all Department Directors were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. 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 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 and City Council.

The City Clerk's Office acknowledged two (2) member(s) of the public wishing to address the City Council. Speaker(s) was/were provided three minutes to address the City Council and said speaker card(s) is/are on file at the City Clerk's office.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Mayor Torres recessed the meeting into Closed Session at 6:04 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54957.9(d)(1)
Neighbors for Elections Now, et al. vs. City of Montebello
LASC Case 23STCV01567

2. PUBLIC EMPLOYEE APPOINTMENT

Government Code Section 54957
Position: City Manager/Interim City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT**

Mayor Torres reconvened the meeting at 7:09 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: a briefing was provided on Item No. 1, no action taken and nothing to report; a briefing was provided on Item No. 2 the discussion was not concluded and will be continued after the regular session.

INVOCATION

City Clerk Jimenez led the City Council in the Invocation.

PLEDGE OF ALLEGIANCE

Police Chief Espinosa led the City Council in the Pledge of Allegiance.

CORRECTIONS TO THE AGENDA - ASSISTANT CITY MANAGER**CEREMONIAL ITEMS/PRESENTATIONS****3. RECOGNITION OF NEW POLICE OFFICERS**

Presented by Mayor Torres and Police Chief Espinosa.

4. RECOGNITION OF AND ADMINISTRATION OF THE OATH OF OFFICE TO THE NEW ASSISTANT CHIEF OF POLICE KENNETH CABRERA

Presented by Mayor Torres and Chief Espinosa administered the Oath of Office.

5. ADMINISTRATION OF OATH OF OFFICE FOR PLANNING COMMISSIONER VICTOR CUEVAS

The Oath of Office was administered by City Clerk Jimenez.

6. ADMINISTRATION OF OATH OF OFFICE FOR PARKS AND RECREATION COMMISSIONER SYLVIA TAKEYAMA

The Oath of Office was administered by City Clerk Jimenez.

7. PROCLAMATION FOR PUBLIC WORKS WEEK

Presented by Mayor Torres.

8. RECOGNITION OF ST. BENEDICT SCHOOL GIRLS BASKETBALL CHAMPIONSHIP TEAM

Presented by Mayor Torres.

9. NATIONAL POPPY DAY

Presented by Mayor Torres.

10. BUDGET UPDATE FOR FY 2023-24

Director of Finance, Michael Solorza, provided a presentation on the Budget Review Internal and External Process, FY 23-24 Preliminary General Fund Budget Overview, Zero Based vs. Modified Zero-Based Budgeting, Fixed Costs,

Discretionary Spending, Staffing Overview, Supplemental Budget Requests, FY 23-24 Proposed General Fund Revenue.

The Council asked some clarifying questions and Director Solorza was available to answer those questions.

Mayor Torres requested details for the new positions in Police and Fire and he also requested that the budget include funds for an emergency vehicle for Beverly Hospital. Assistant City Manager Salazar stated that staff plans on bringing Beverly Hospital as an independent item at a future meeting. Mayor also stated that he previously requested a position in the Public Affairs Department to respond to social media and asked if that is being considered in this budget.

Director Solorza and Chief Espinosa were available to answer some of the Mayor's requests.

It was motioned by Councilmember Jimenez, seconded by Councilmember Tamayo to receive and file this item; the motion was approved unanimously.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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 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 and City Council.

The City Clerk's Office acknowledged twelve (12) member(s) of the public wishing to address the City Council. Speaker(s) was/were provided three minutes to address the City Council and said speaker card(s) is/are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Assistant City Manager Salazar invited the public to the Memorial Day Event at City Park.

REGULAR BUSINESS - NONE

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, 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.

Mayor Pro Tem Peralta pulled Item No. 21 and Mayor Torres pulled Item No's. 12, 20, and 24. Mayor Pro Tem Peralta motioned, seconded by Councilmember Melendez, that Item No's. 11, 13-19, 22, 23, 25, 27, 28 be approved; the motion passed unanimously.

Item No. 26 was requested by staff to be held over to the next Regular Meeting and there was a walk on item added, Item 29.

11. FISCAL YEAR 2023-24 CONFIRMATION OF ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS

RECOMMENDATION: It is recommended that the City Council:

1. Review and adopt the attached Resolution No. 23-34 establishing property tax override (PTO) rates on voter approved indebtedness for retirement expenditures for the Fiscal Year 2023-24; and

2. Direct staff to forward the resolution to the Los Angeles County Auditor Controller within the required time limit; and
3. Direct staff to take whatever additional actions necessary to ensure collection of the property tax override.

Approved unanimously.

12. **FISCAL YEAR 2022-23 THIRD QUARTER BUDGET AMENDMENTS**

RECOMMENDATION: It is recommended that the City Council:

1. Amend the Fiscal Year 2022-23 budget by increasing revenue and expenditure appropriations by the listed amounts in the various accounts listed on Attachment A;
2. Take such additional, related action that may be desirable.

Mayor Torres stated that he was disappointed to see that the report included amendments that he requested to be individual items. Specifically, IBE Digital and the IT strategic plan, he requested that any expenditures related to IBE digital, at least detailed in this amendment, come back with sufficient detail. Secondly, the position listing and the changes to the table of organization, he requested that the Recreation Manager position come back to council to show the purpose of how this position enhances the organization and the community.

Mayor Torres motioned to approve this item with the exception of the aforementioned amendments, seconded by Mayor Pro Tem Peralta. City Clerk Jimenez then called up the speaker. A roll call vote was not taken at that moment.

Mayor Torres also asked for clarification regarding the repayment to Caltrans, Director Enriquez and Director Solorza provided clarification. Director Solorza also provided clarification on the Recreation Manager position.

Mayor Torres amended his original motion to approve the item with the exception of the IBE Digital and IT strategic plan, seconded by Mayor Pro Tem Peralta; the motion was approved unanimously.

The City Clerk's Office acknowledged one (1) member(s) of the public wishing to address the City Council. Speaker(s) was/were provided three minutes to address the City Council and said speaker card(s) is/are on file at the City Clerk's office.

13. **APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3883 WITH RL CONTROLS, LLC, TO EXTEND THE COMPLETION DATE FOR THE BUS CAMERA SURVEILLANCE SYSTEM PROJECT**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Professional Services Agreement No. 3883 with RL Controls, LLC to extend the completion date for the Bus Camera Surveillance System Project; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 2 to Agreement No. 3883 on behalf of the City; and
3. Take such additional, related action that may be desirable.

Approved unanimously.

14. **ADOPT RESOLUTION NO. 23-32 APPROVING MONTEBELLO BUS LINES' FISCAL YEAR 2023-2024 AND 2024-2025 FREE FARE SCHEDULE**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No 23-32 approving Montebello Bus Lines (MBL) Fiscal Year 2023-24 and FY 2024-25 Free Fare Schedule; and
2. Take such additional, related action that may be desirable.

Approved unanimously.

15. **APPROVE ISSUING A RESTROOM RENOVATION SERVICES REQUEST FOR PROPOSAL (RFP) NO. 23-14**

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Restroom Renovation Services Request for Proposal, No. 23-14 (RFP No. 23-14); and

2. Take such additional, related action that may be desirable.

Approved unanimously.

16. APPROVAL OF B-MAP – PHASE B1 FINAL TRACT MAP NO. 82725 FOR A PORTION OF VESTING TENTATIVE TRACT MAP NO. 82725 IN CONNECTION WITH THE MONTEBELLO HILLS SPECIFIC PLAN PROJECT

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 23-33:

1. Finding that the approval of the B-Map – Phase B1 Final Tract Map No. 82725 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to (i) CEQA Guidelines Section 15268(b)(3) Ministerial Projects (approval of final subdivision maps), (ii) Public Resources Code Section 21080(b)(1), and (iii) CEQA Guidelines Section 15182 and Government Code Section 65457, which expressly exempts residential projects undertaken to implement, and that are consistent with, an approved specific plan for which an EIR was certified after January 1, 1980 and none of the events under Public Resources Code Section 21166 have occurred; and
2. Approving the B-Map – Phase B1 Final Tract Map No. 82725 for a portion of Vesting Tentative Tract Map (“VTTM”) No. 82725 in connection with the Montebello Hills Specific Plan Project; and
3. Authorizing the City Clerk, City Treasurer, and City Engineer to execute the Certificate on the map showing the City’s approval of B-Map – Phase B1 Final Tract Map No. 82725 for a portion of VTTM No. 82725; and
4. Take such additional, related action that may be desirable.

Approved unanimously.

17. APPROVAL OF THE FINAL TRACT MAP NO. 82727 FOR A PORTION OF VESTING TENTATIVE TRACT MAP NO. 70420 FOR PUBLIC OPEN SPACE CONVEYANCE IN CONNECTION WITH THE MONTEBELLO HILLS SPECIFIC PLAN PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Finding that the approval of the Final Tract Map No. 82727 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to (i) CEQA Guidelines Section 15268(b)(3) Ministerial Projects (approval of final subdivision maps), (ii) Public Resources Code Section 21080(b)(1), and (iii) CEQA Guidelines Section 15182 and Government Code Section 65457, which expressly exempts residential projects undertaken to implement, and that are consistent with, an approved specific plan for which an EIR was certified after January 1, 1980, and none of the events under Public Resources Code Section 21166 have occurred; and
2. Approving the Final Tract Map No. 82727 for a portion of Vesting Tentative Tract Map (“VTTM”) No. 70420 in connection with the Montebello Hills Specific Plan Project; and
3. Authorizing the City Clerk, City Treasurer, and City Engineer to execute the Certificate on the map showing the City’s approval of the Final Tract Map No. 82727; and
4. Take such additional, related, action that may be desirable.

Approved unanimously.

18. ADOPT RESOLUTION NO. 23-35 FOR THE FISCAL YEAR 2023-24 LEVY OF ANNUAL ASSESSMENTS FOR THE NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-35 (Attachment A) establishing the City’s intention for the Fiscal Year 2023-24 Levy of Annual Assessments for the Natasha Lane Landscape Assessment; and
2. Authorize the City Engineer to prepare and file a Preliminary Engineer’s Report; and
3. Take such additional, related action that may be desirable.

Approved unanimously.

19. ADOPT A RESOLUTION FOR THE FISCAL YEAR (FY) 2023-24 LEVY OF ANNUAL ASSESSMENTS FOR THE NATASHA LANE SEWER AND STORM DRAIN PUMP STATION ASSESSMENT DISTRICT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt a Resolution (Attachment A) establishing the City's intention for the FY 2023-24 Levy of Annual Assessments for the Natasha Lane Sewer and Storm Drain Pump Station Assessment District; and
2. Authorize the City Engineer to prepare and file a Preliminary Engineer's Report; and
3. Take such additional, related action that may be desirable.

Approved unanimously.

- 20. APPROVE TASK NO. 5 UNDER MASTER RETAINER AGREEMENT NO. 3999 WITH MARK THOMAS & COMPANY, INC. FOR ENGINEERING DESIGN SERVICES FOR THE PAVING THE WAY PROGRAM PROJECT – MONTEBELLO BOULEVARD FROM WEST LOS ANGELES AVENUE TO LINCOLN AVENUE (C.P. NO.888)**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Task Order No. 5 via an Engagement Letter under Master Retainer Agreement No. 3999 with Mark Thomas for Engineering Design Services for a fee not to exceed \$282,008; and
2. Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and
3. Take such additional, related action that may be desirable.

Mayor Torres pulled this item for discussion and asked if there is urgency to this item, particularly with the proposed changes to the median from Lincoln down to Los Angeles.

Director Enriquez provided clarification and noted the medians aren't particularly urgent Mayor Torres asked that this item come back with a proposition of where the medians would be exactly. Director Enriquez suggested that he bring back the item for consideration of where they could add the medians and noted this might change the scope of work and fee.

Mayor Torres motioned to continue the item at the next Regular Meeting to include the aforementioned suggestion by Director Enriquez, seconded by Councilmember Melendez; the motion was approved unanimously.

- 21. APPROVAL OF THE FISCAL YEAR 2022-23 ANNUAL PLAN FOR THE LOS ANGELES REGION MEASURE W (SAFE, CLEAN WATER PROGRAM) EXPENDITURES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Fiscal Year 2022-23 Annual Plan for Los Angeles Region Measure W (Attachment A) that programs expenditures for the fiscal year; and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Peralta pulled this item and asked if there would be a possibility to allocate some of this funding to a Tree and Shading Program. Director Enriquez stated that he would have to look at the ordinance to verify the funding can be used for that type of expenditure. He also stated that he recommends that these funds be used as much as they can for the storm drains as the City is behind in meeting the storm water regulations.

It was motioned by Mayor Pro Tem Peralta, seconded by Councilmember Melendez that the item be approved as recommended by Staff; the motion was approved unanimously.

- 22. APPROVAL OF THE FISCAL YEAR 2023-24 ANNUAL PLAN FOR THE LOS ANGELES REGION MEASURE W (SAFE, CLEAN WATER PROGRAM) EXPENDITURES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Fiscal Year 2023-24 Annual Plan for Los Angeles Region Measure W (Attachment A) that programs expenditures for the fiscal year; and
2. Take such additional, related action that may be desirable.

Approved unanimously.

- 23. APPROVE AND APPROPRIATE GRANT AWARD FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC), PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT PROGRAM**

RECOMMENDATION: It is recommended that the City Council:

1. Approve the appropriation of \$1,278,987 awarded to the City of Montebello from the Board of State and Community Corrections (BSCC), Proposition 64 Public Health and Safety Grant Program; and
2. Authorize the City Attorney to review and approve the Grant Agreement and Resolution in final form to submit to the Board of State and Community Corrections (BSCC), Proposition 64 Public Health and Safety Grant as soon as possible; and
3. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$1,278,987 in Account No. 268-85-862-6040.10 (Prop 64 Public Health and Safety, Fire, Prop 65 Public Health & Safety, Other Contract Services); and
4. Take such additional, related action that may be desirable.

Approved unanimously.

24. APPROVAL TO PURCHASE A GENERATOR FOR FIRE DEPARTMENT PUBLIC SAFETY COMMUNICATIONS SITE**RECOMMENDATION: It is recommended that the City Council:**

1. Authorize and approve the emergency purchase of a replacement backup generator for the City of Montebello Fire Department's Public Safety Communication Site located at the Montebello Reservoir; and
2. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$172,500 in the General Fund, Account No. 100-85-880-6010.10 (Fire Department, Communications, Machinery, and Equipment); and
3. Take such additional, related action that may be desirable.

Mayor Torres pulled this item for discussion and asked Chief Pelaez to provide an explanation for selecting the most expensive responsive bidder. Chief Pealez provided clarification that this is a contingent not-to-exceed amount based on which vendor has a generator readily available for purchase, it will not necessarily be awarded to the highest bidder.

It was motioned by Mayor Torres, seconded by Mayor Pro Tem Peralta that the item be approved as recommended by Staff; the motion was approved unanimously.

25. RESOLUTION NO. 23-28 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION "RECREATIONAL TRAILS PROGRAM"**RECOMMENDATION: It is recommended that the City Council:**

1. Approve Resolution No. 23-38 authorizing the submission of an application for the State of California's Department of Parks and Recreation "Recreational Trails Program;" and
2. Authorize the City Manager to conduct all negotiations, execute and submit documents reasonably necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

Approved unanimously.

26. CONSIDERATION OF A RESOLUTION NO. 23-39 TO VACATE AND TERMINATE AN IRREVOCABLE OFFER OF DEDICATION FOR HABITAT RESERVE**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 23-39 vacating and terminating an Irrevocable Offer of Dedication ("IOD") from Sentinel Peak Resources California, LLC ("Sentinel") to the City of Montebello in connection with the Montebello Hills habitat reserve having Instrument No. 20191405603 dated December 17, 2019; and
2. Take such additional, related action that may be desirable.

To be held over to the next Regular Meeting of June 14, 2023.

27. APPROVAL OF MINUTES: APRIL 5, 2023 SPECIAL COUNCIL MEETING; APRIL 10, 2023 CITY COUNCIL MEETING; APRIL 26, 2023 CITY COUNCIL MEETING**RECOMMENDATION: It is recommended that the City Council:**

1. Approve said minutes as is.

Approved unanimously.

28. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-37 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 24, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-37 approving the Warrant Register dated May 24, 2023.

Approved unanimously.

29. MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT (CP NO. 894) – IRRIGATION PUMP GENERATOR RENTAL (WALK-ON ITEM)

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Purchase Order with MCI Flowtronex (Variable Speed Solutions, Inc.) in the amount not-to-exceed \$131,327 for rental of a generator to provide temporary power to the irrigation pump station and authorize the City Manager to execute the Purchase Order; and
2. Take such additional, related, action that may be desirable.

City Attorney explained the need to add this item and asked for Council to make a motion to approve. Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to add the walk-on item for Council consideration; the motion was approved unanimously.

Director Enriquez provided a brief update on the project.

Councilmember Melendez motioned, seconded by Councilmember Jimenez to approve this item as recommended by Staff; the motion was approved unanimously, Mayor Pro Tem Peralta stepped out for this vote.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

Councilmember Melendez provided a brief summary on his time at Contract Cities and he shared withat he was appointed Chair for Legal and Contracts on the Executive Board. He also provided a brief summary at his time at ICSC.

Councilmember Tamayo, Mayor Pro Tem Peralta and Mayor Torres also provided a brief summary on their ICSC experience and Councilmember Jimenez provided a brief summary of her time at Contract Cities.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Georgina Tamayo, Councilmember**

- **Angie M. Jimenez, Councilmember**

1. Request Council Consensus to display an LGBTQIA banner.
2. Stride for Pride
3. East Side Pride

4. Arts in Public Places

Council Oral Item No. 1, Councilmember Jimenez requested consensus to raise the banner and to create an Ordinance to raise an LGBTQIA Banner on an annual basis; consensus was received.

Council Oral Item No. 2 and 3, announced the Stride for Pride 5k event happening on June 24, 2023 at 8 am and East Side Pride Event also happening on June 24 but at 12pm.

Council Oral Item No. 4, did not speak on this item.

- **Scarlet Peralta, Mayor Pro Tem**

1. **Receive council consensus to direct staff to initiate discussions and cooperation with Edison in order to develop ideas for passive open space, such as a park with walking and biking trails, utilizing EDISON's right-of-way areas within the city.**

Mayor Pro Tem Peralta requested consensus to direct staff to initiate work with Edison to potentially lease an Edison right of way for biking trails; consensus was received.

- **David N. Torres, Mayor**

1. **Appointment of Delia Delgado to Civil Service Commission.**

Mayor Torres announced his appointment of Delia Delgado to the Civil Service Commission.

- **Salvador Melendez, Councilmember**

CLOSED SESSION - CONTINUED

Mayor Torres recessed the meeting back into Closed Session at 10:15 p.m. to continue discussing Closed Session Item No. 2.

Mayor Torres reconvened the meeting at 10:39 p.m. City Attorney provided the following report to City Council: Council provided direction to process the direction as provided, unanimously.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on June 14, 2023, at 6:00 p.m.** which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Acting Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, May 21, 2023, no later than 6:00 p.m.**



Kimberly Guillen, Acting Senior Deputy City Clerk

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo to adjourn the meeting at 10:40 p.m.

THE MINUTES OF MAY 24, 2023, ARE HEREBY APPROVED AND ADOPTED ON THIS 14TH DAY OF JUNE 2023.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **City of Montebello Forecasted Agenda**

DRAFT

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. #2

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: ✓

MEETING DATE: 5/24

TIME RECEIVED: 5:52

SPEAKER'S FULL NAME: Will Cervera

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 8/24

TIME RECEIVED: 8:56

SPEAKER'S FULL NAME: Frank Walker

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

Open:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public comment

MEETING DATE: 5/24 **TIME RECEIVED:** 5:54

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public Comment

MEETING DATE: 5/24 **TIME RECEIVED:** 5:55

SPEAKER'S FULL NAME: Yvette Fimbress **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ **Non-Agenda Item** ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public Comment

MEETING DATE: 8/24 **TIME RECEIVED:** 5:56

SPEAKER'S FULL NAME: Alexandra Briseno **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

~~Closed Session~~ ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

5/24

TIME RECEIVED:

8:59

SPEAKER'S FULL NAME:

Inda Hickles

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: _____

MATCH (Optional)

90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. S



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 5/24/23

TIME RECEIVED: 5:59

SPEAKER'S FULL NAME: Tila Gregorian

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5/24 **TIME RECEIVED:** 6:00

SPEAKER'S FULL NAME: Rosemary Torres / ANNA B. Juvado **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

7 ✓

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: Library business

MEETING DATE: 5-24-23 **TIME RECEIVED:** 6:00

SPEAKER'S FULL NAME: Rosemary Gurrola **PHONE:** _____
(Optional)

ADDRESS: Montebello Library
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: Public Comment

MEETING DATE: 5/24 **TIME RECEIVED:** 6:00

SPEAKER'S FULL NAME: Maria Knox **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ **Non-Agenda Item** ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5/24/23 **TIME RECEIVED:** 6:02

SPEAKER'S FULL NAME: DAVID SANDOVAL **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 10 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 24 June 2023 **TIME RECEIVED:** 6:07

SPEAKER'S FULL NAME: MARGOT EISER **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General Comment

MEETING DATE: 5/23/23 **TIME RECEIVED:** 6:14

SPEAKER'S FULL NAME: Delia Delgado **PHONE:** _____
(Optional)

ADDRESS: 205 N. Vail Ave. Mtb.
(Optional)

ORGANIZATION REPRESENTED: N/A

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 12 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: De Paul Center, opposed

MEETING DATE: 5/24/23 **TIME RECEIVED:** 6:17pm

SPEAKER'S FULL NAME: Liz Renee Reyes **PHONE:** (323) 533796
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Self - resident
(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: English

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 13



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General Comment

MEETING DATE: 5/24 **TIME RECEIVED:** 6:46

SPEAKER'S FULL NAME: Carlos Nancy Larios **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 12

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 5/24

TIME RECEIVED: 6:02

SPEAKER'S FULL NAME: Linda Decker

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 26

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 24 May 2021

TIME RECEIVED: 6:06 p.m.

SPEAKER'S FULL NAME: MARGOT DE EISER **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** AB 1234

MEETING DATE: 8/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Andre Kiebler **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

May 24, 2023

Good evening City Council,

I, Anna B. Jurado, at the request of, Rosemary Torres and Husband Mike Torres, (who are not able to attend this evenings council meeting) to speak on their behalf and read their statement.

We are saddened to hear that our current, City Manager Rene Bobadilla, decided to resign his position. When Mr. Bobadilla came to our city we were in dire straits. Under his management the city has progressed instead of regress. Finally, the city was moving forward in the right direction and now quickly it's disturbingly moving in the opposite (wrong) direction. How very sad.

Remember, Mr. Torres and Ms. Peralta, when we held a very successful fundraiser to get you both elected for city council the first time you ran. We opened our home to both of you, thinking you would advance our city into a better state. Now you have turned this city into turmoil, with the way you are treating our employees by creating a hostile work environment.

Other cities were looking up to us to replicate our business plan – now we have gotten back to old noneffective ways. Our city is now known as a pay to play city – which is a very negative connotation.

We do not want to have any association with you Mr. Torres or Ms. Peralta. Especially you Ms. Peralta. I remember during the street faire last year you sat and watch my husband collapse and never moved an inch to help or reach out. At the time, Mr. Bobadilla and Mayor Cobos-Cawthron pushed tables and chairs out of the way, while the EMT's were on their way. Thank GOD he recovered from that episode. I'd like to thank the fire Chief Palaez and my community of friends who checked on us. That is what a community does, not what Ms. Peralta chose to ignore and did nothing. Since I can no longer respect her or the seat she holds. There is a saying, "We got you in office and we can get you out of office". Now that the recall is happening our signatures cannot go on paperwork, but we have plenty of respectable friends in your districts who will sign after I ask them, for all 3 districts.

Respectfully, Mike & Rosemary Torres

5/24/2023

Good evening.

I am a little confused about this item in the third quarter budget amendment. Concerning the amount of \$429,000.00 in Grant funds our city had to repay Caltrans, due to an audit finding of improper charges to the Caltrans grant funded project.

Would our Finance Director please explain why we were held liable to repay these grant funds in the amount of \$429,000.00?

Since the report states it was the City's prior engineering vendor that improperly charged certain costs, shouldn't they be required to repay Caltrans grant funds, that is close to half a million dollars!

Also wasn't the engineering vendor in fact the same vendor fired last year. Infrastructure Engineering, yet you three voted to hire them back.

Did they not also donate over \$20,000.00 to both you Torres and Peralta? I believe neither of you should have voted to bring them back, that is a huge conflict and I believe against the law.

A handwritten signature in cursive script, reading "Linda Nickles". The signature is written in dark ink on a plain white background.

Padilla, Angelina

From: SaveMPD <SaveMPD@proton.me>
Sent: Monday, May 15, 2023 8:36 PM
To: Comment, ccpublic; Torres, David; Peralta, Scarlet; Jimenez, Angie; Melendez, Salvador; Tamayo, Georgina; Jimenez, Christopher; Matanga, David; Bobadilla, Rene; Espinosa, Paul; Razo, Nicholas; Soria, John; ComplaintIntake@post.ca.gov; Mark.flores@post.ca.gov; Nancy@nancylaw.com
Subject: [External Email] Corruption at the Montebello Police Department

Follow Up Flag: Follow up
Flag Status: Flagged

The Montebello Police Department has a long history of corruption and failed leadership. The Department and the city are currently being sued by multiple female officers for institutional sexism, mistreatment of women, and violation of basic Department Policy and City rules and regulations regarding employees. Below are several examples of the type of corruption that not only has gone on, but continues to go on at the Montebello Police Department:

A married male Montebello Police Officer (Derek Crenshaw) and female officer (Jessica Rodriguez) engage in a dating relationship that causes several disruptions at work. Despite the obviously conflict of interests, supervision and management did nothing. As the relationship soured, the male officer began to cause problems for the female officer at work. When she took it to management, The male officer (who's dad was retired LAPD) was warned to leave her alone yet the department allowed them to resume working together.

A short time later the female officer files a second report alleging that the male officer attempted to break into her home during an argument. An investigation was conducted and the male officer was demoted from Corporal to officer and brought back to work after committing a crime. The Montebello Police Officer Association president (who is supposed to act in the best interest of all members (including the female officer victim) acted as a character witness on this male officers behalf to help him retain his job with the city of Montebello.

Brad Keller, the chief at the time places the female officer (Jessica Rodriguez) into the detective bureau after explaining to her he was bringing the male officer back and gives her a take home car in an attempt from keeping her from complaining and filing a law suit. Jessica Rodriguez did not and does not have the qualifications to be a detective nor did any of the supervisors select her to be in the bureau. Jessica Rodriguez is a mediocre at best officer with a poor attitude and a history of poor judgement and decision making. She was given that position to keep her from suing the Police Department due to their failure of management.

While in the detective bureau Jessica Rodriguez was allowed to do whatever she wanted (again, in hopes that she wouldn't sue the department). She regularly spent time drinking coffee and lounging in the dispatch center when she should have been handling her work load. But to avoid her suing the department, no actions were taken. Why the dispatch supervisor did nothing to prevent this from occurring daily only further hints to the corruption at the department and how deep it goes.

The last corporal promotions were another example of the departments corrupt nature and inability to manage itself. The testing process is completely irrelevant to the work the Officers in Montebello do. It contains tactics performed on the East coast that are against Montebello policy. The test was selected and reviewed by Captain Zeissig (former LAPD) and despite its irrelevance was used anyways. It's clear the test didn't matter and wasn't contemporary and not selected to actually find the best future leaders of the Montebello Police Department but instead to allow a corrupt police management to select whoever they want to continue the cycle.

Because of the mass exodus of officers due to corruption from the top down, this past year the Montebello Police Department had six openings for corporal. After position openings were announced and officers began testing officer Rodriguez did not have a high enough evaluation score (6.5 is required) to test. But Montebello PD needed a female in a supervisory position to show they don't discriminate against females with all three of their upcoming law suits. Further, they couldn't afford to have her sue the department as well. To avoid this problem, the Montebello management went back to their corrupt ways, Lieutenant Ray Camuy (former LAPD), Sergeant Omar Rodriguez and Captain Zeissig (former LAPD) took it upon themselves to not only change her evaluation score, the date and get it in to qualify her to test but they called her and told her that the captain approved of the change and she was good to test. Never in the history of giving evaluations to officers do you call officers to tell them their score and an updated evaluation was turned in so they could test. It's a clear example of the corrupt nature of the police management.

Despite both Officer Crenshaw and Officer Rodriguez poor judgement and continual poor behavior, stats, and integrity they were both promoted.

The clear example of the level of corruption can be seen when you realize that all the Captains, Lieutenants, and Sergeants allowed for the promotions of both Derek Crenshaw and Jessica Rodriguez knowing that they are both a poor example of what supervision represents and have shown not worthy of rank in the organization. The problem is the administration is complicit on covering up the blatant mistreatment of women that they have not only promoted these two officers they have allowed them to work together on the same patrol team (because prior administration failed to make them sign an agreement) leading to what will be more problems for all of us here.

So now thanks to a corrupt management with a failed testing process the Montebello Police Department has six newly promoted corporals who are not qualified, and work under a group of failing sergeants who fall under a group of mute lieutenants who don't have the fortitude to stand up against a corrupt management.

Over the past few years, several Montebello Police Officers have sent letters to Human Resources begging for help, reporting misconduct, and asking for clarification on department matters. For years these letters have gone unanswered, unresolved and HR had been unbothered by them. Not only is this a violation of both city and department policy but the city's own attorney stood up and said during a live council meeting that it is "unamerican not to respond to complaints". So that begs the question, what complaints do they take serious at the City of Montebello? A perfect example of this is Sergeant Sergio Andrade. He has been making officers lives miserable for years while employed there. Multiple complaints have been filed against him, he is even named in current law suits.

However, a male officer who has a "close personal relationship" with an HR employee filed a complaint on him and it was immediately addressed.

This officer should have been fired years ago for his behavior and his comments but instead of taking the time to address the complaints the department promoted him and quickly retired him to avoid having to do the right thing. This is just like the issue of former Montebello Police Officer Chris Cervantes (former LAPD). Cervantes was arrested multiple times, with each arrest came a promotion, and then when he was showing up under the influence to work he was quickly retired instead of fired.

So while the arrestees and the corrupt males flourished under management, the hard working females and the level headed officers were forced out or passed over. All the while, Police Management was in bed with the association president to help cover things up. The Association President stood by as officers were sabotaged while trying to lateral, ignored while pleading for help, and unfairly denied exemptions and terminated.

Multiple supervisors (sworn and non sworn) have witnessed these behaviors and have even been to HR with officers while attempting to file complaints. They were all required to act and they failed. The Montebello Police Department is currently facing many lawsuits regarding the corrupt management and the history of mistreatment of women in the workplace. At what point is Police Management, Human Resources, the City Manager, or City Council going to do their job and actually investigate and stop the history of corruption that exists and breeds at the Montebello Police Department.

Sent with [Proton Mail](#) secure email.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: William Moreno <billmoreno@gmail.com>
Sent: Thursday, May 18, 2023 10:34 AM
To: Torres, David; Melendez, Salvador; Jimenez, Angie; Bobadilla, Rene; Peralta, Scarlet; georginaformontebello@gmail.com; Comment, ccpublic; Planning; aglasman@aglawfirm.com
Subject: Fwd: [External Email] FAA's Noise Policy Review; MONTEBELLO REPRESENTATION

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor and Council Members and Montebello Staff;

I am in receipt of this notice today.

I think it's important for the City to be represented here. Montebello suffers from far too many aircraft and non-emergency helicopter incursions.

A simple download of Flight Radar data shows that we experience far more noise and flyovers than Westside Communities. This is neither equitable nor appropriate. The East side of Los Angeles County routinely gets dumped on - literally and figuratively.

I would appreciate if this were elevated to the Council agenda or at minimum, City representation on these Federal calls. I'm not clear on who that should be...thanks in advance.

Best regards, Bill Moreno
C; 213.804.5901

----- Forwarded message -----

From: **LAX Noise Info** <LAXNoiseInfo@lawa.org>
Date: Thu, May 18, 2023 at 9:37 AM
Subject: FAA's Noise Policy Review
To:

Dear interested community member,

You are receiving this email because you previously submitted a noise comment regarding aircraft operations at the Los Angeles International Airport.

If you are still interested in aircraft noise issues, please see the announcement below from the Federal Aviation Administration (FAA) with information on its **Noise Policy Review (NPR)**. The FAA issued a Federal Register Notice requesting public comments for the NPR to help the agency address aircraft noise. You can participate by attending one of FAA's virtual webinars on May 18, 23, and/or 25 via Zoom or YouTube, and

submitting comments using the links provided. The 90-day comment period started on May 1, 2023 and ends on July 31, 2023.

Thank you,

LAWA Noise Management Team

Please do not reply – this email account cannot accept incoming messages.



News & Update

FAA Opens Public Comment Period on Noise Policy Review

WASHINGTON - As part of the FAA's ongoing commitment to address [aircraft noise](#), the agency is asking for public comment on its [Noise Policy Review](#) (NPR). The agency published a [Federal Register Notice \(FRN\)](#) today to solicit comments and will hold virtual webinars.

The NPR will look at these key items and more based on input received from the public and stakeholders.

- The FAA's current use of [DNL or Day-Night Average Sound Level](#) as the primary noise metric for assessing cumulative aircraft noise exposure.
- If and how alternative noise metrics may be used in lieu of or in addition to DNL to better inform agency decisions and improve FAA's disclosure of noise impacts.
- The community's understanding of noise impacts and how to better manage and respond to community's aviation noise concerns.
- Ways to improve communications on proposed noise-related agency actions.
- The findings from ongoing [noise research](#), including the [Neighborhood Environmental Survey](#) and other research related to health impacts, speech interference, [sleep disturbance](#), and economic impacts.

You can get involved with the NPR by submitting your comments to the FRN and/or attending one of our virtual webinars. The webinars will be held May 16, 18, 23 and 25 on Zoom. You can participate by Zoom or watch the meetings via live stream on the FAA's [YouTube](#) account. Attendees watching the meeting on YouTube can submit questions using the platform's chat feature.

The FRN comment period runs May 1- July 31, 2023. Read and comment on the FRN and get more information on our webinars [here](#).

Please do not reply to this message. See our [Contact FAA](#) page for contact information.

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Padilla, Angelina

From: forrest lane <forrestlane.1@gmail.com>
Sent: Tuesday, May 30, 2023 6:23 PM
To: Comment, ccpublic
Subject: [External Email] Noise from Shurr High school
Attachments: IMG_43026758.MOV

Follow Up Flag: Follow up
Flag Status: Flagged

Fire alarms going off all hours of the day, PA system that is too loud and sometimes the mic is keyed up all weekend long so a feedback is heard all weekend long, the city the School and the district need to get a handle on it. Please help
Concerned Citizen Forrest Lane

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Angel Hernandez Jr <anngelh370@gmail.com>
Sent: Saturday, June 3, 2023 11:57 AM
To: Comment, ccpublic
Subject: [External Email] Greenwood Ave and Date St.

Follow Up Flag: Follow up
Flag Status: Flagged

To whom it may concern, I was born and raised in Montebello (Southside) on Greenwood Ave between Date St and Oakwood throughout the late seventies, eighties I was there seeing the crumbling of Greenwood Ave. Gangs, drugs and violence took over I graduated from MHS in 1989 and left to the military my family remained and still resides there my mom is a widow that lives in a house on Date St and Greenwood I visit her everyday to check on her I'm employed as a Deputy Sheriff for the County of Los Angeles and for many years I have made numerous calls and messages to the city about the poor lighting on that street until recently street sweeping has resumed but for many years the sweeper was unable to sweep due to increased volume of parked cars, I was told parking enforcement didn't have the manpower to issue citations so it was left to us to sweep our street. Until recently I have been witnessing transients, RV's and trash across the street from my mother's house and the adjacent residents. It just seems like always that the city forgets about there residents on that particular part of the city, you have cars and semi trucks traveling at a high rate of speed with no caution at all and then yesterday 06/02/23 a collision occurred that resulting in a vehicle plowing into the corner market! Back in the the 90s we had a police substation in the Greenwood Plaza and things got stable for a while because of the police presence now there's graffiti every day trash everywhere it's just dam sad how it's deteriorating. All I'm asking in behalf of the residents of Greenwood and Date street is to acknowledge and fix the problems that are so present.

Thank you.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

AMENDED AGENDA



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, MAY 10, 2023 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Torres called the meeting to order at 6:01 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Jimenez (arrived at 6:06 pm) Councilmember Melendez, and Councilmember Tamayo. City Clerk Jimenez and Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, Assistant City Manager Arlene Salazar, Deputy City Clerk Kimberly Guillen, Records Coordinator Angelina Padilla, and all Department Directors were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. 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 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 and City Council.

The City Clerk's Office acknowledged one (1) member(s) of the public wishing to address the City Council. Speaker(s) was/were provided three minutes to address the City Council and said speaker card(s) is/are on file at the City Clerk's office.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Mayor Torres recessed the meeting into Closed Session at 6:06 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)
One matter related to the Brownfield Overlay Zone
One matter related to Infrastructure Engineering

2. PUBLIC EMPLOYEE DISCIPLINE/DISSMISSAL/RELEASE

Government Code Section 54947(b)(1)

3. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6
Agency Negotiators: Assistant City Manager Arlene Salazar and Human Resources Director Nicholas Razo
Employee Groups: Various City employee groups, including but not limited to MPOA, MPMA, and SMART TD.

4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957(b)(1)
Title: City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT**

Mayor Torres reconvened the meeting at 7:23 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: a briefing was provided on Item No. 1, on the matter related to Brownfield Overlay Zone, direction was given, no action taken and nothing to report; an update was provided on the Infrastructure Engineering matter, the Council provided direction and three (3) Councilmembers were in support, two (2) Councilmembers were not in support, Councilmember Melendez and Councilmember Jimenez. City Attorney will follow up accordingly. Item No. 3, a briefing was provided, no action taken and nothing to report. Items No. 2 and 4 were discussed after the Consent Calendar.

INVOCATION

City Clerk Jimenez led the City Council in the Invocation.

PLEDGE OF ALLEGIANCE

Councilmember Melendez led the City Council in the Pledge of Allegiance.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS**5. CITIZEN OF THE MONTH - CAMILLA CHAN**

Presented by Mayor Torres.

6. ASIAN PACIFIC HERITAGE MONTH

Presented by Mayor Torres.

7. NATIONAL PET MONTH*Presented by Mayor Torres.***8. MENTAL HEALTH MONTH***Presented by Mayor Torres.***9. MOTORCYCLE SAFETY AWARENESS MONTH***Presented by Mayor Torres.***10. NATIONAL MILITARY APPRECIATION MONTH***Presented by Mayor Torres.***11. DEPARTMENT BUDGET PRESENTATIONS***Presented by Department Directors.*

Mayor Torres halted the presentations halfway through the PowerPoint, and suggested the remaining presentations be conducted at the next meeting due to time. The Mayor also asked, if possible, that the remaining presentation include financials.

Councilmember Melendez asked clarifying questions in regards to the Solid Waste program, Director James Enriquez provided clarification.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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 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 and City Council.

The City Clerk's Office acknowledged seven (7) member(s) of the public wishing to address the City Council. Speaker(s) was/were provided three minutes to address the City Council and said speaker card(s) is/are on file at the City Clerk's office.

Mayor Torres asked Assistant City Manager Salazar that Staff follow up with Mr. Allen Wesley.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS

12. ADOPT RESOLUTION NO. 23-28 APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE MANAGEMENT ASSOCIATION (MPMA)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-28 approving a tentatively agreed to comprehensive Memorandum of Understanding (MOU) between the City of Montebello and the Montebello Police Management Association (MPMA); and
2. Take such additional, related action that may be desirable.

Mayor Torres motioned to approve the item with an additional recommendation to create an Ad Hoc that respects the Council's roles as policy makers for the purpose of creating a more collaborative process in the way the negotiating process

goes, seconded by Mayor Pro Tem Peralta.

Assistant City Manager Salazar asked a clarifying question if this would make Council apart of labor negotiations. Mayor Torres stated this request is to create an Ad Hoc.

Councilmember Jimenez made a substitute motion to approve the item as is, seconded by Councilmember Melendez; the motion failed by the following vote:

MOVED: Jimenez	SECONDED: Melendez	FAILED: 2-3-0-0
AYES: Jimenez, Melendez		
NOES: Tamayo, Peralta, Torres		
ABSTAIN: None		
ABSENT: None		

Motion failed, and the original motion was brought back. The motion passed by the following vote:

MOVED: Torres	SECONDED: Peralta	APPROVED: 3-2-0-0
AYES: Tamayo, Peralta, Torres		
NOES: Jimenez, Melendez		
ABSTAIN: None		
ABSENT: None		

13. **ECONOMIC DEVELOPMENT ACTION PLAN FRAMEWORK**

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Economic Development Action Plan Framework; and,
2. Take such additional, related action that may be desirable.

Economic Development Manager, Jose Gardea, presented a PowerPoint on the Economic Prosperity Action Plan, Economic Challenges, Areas of Action, Development Opportunities, Public Infrastructure Investments, Placemaking Programs, Business/ Entrepreneur/Workforce Support, Consumer Report, and Next Steps.

Council commended Mr. Gardea on his presentation, and expressed their excitement for the economic opportunities for the City.

Mayor Pro Tem motioned to receive and file this item, seconded by Councilmember Melendez; the motion was approved unanimously.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, 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.

Mayor Torres pulled Item No's. 15, 20, and 21. Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, that Item No's. 14, 16-19 and 22-25, be approved; the motion passed unanimously.

14. **AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-10) FOR LOCAL HAZARD MITIGATION PLAN**

RECOMMENDATION: It is recommended that the City Council:

1. Authorize to issue a Request for Proposals (RFP) for Local Hazard Mitigation Plan; and
2. Take such additional, related action that may be desirable.

Approved unanimously.

15. AUTHORIZE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 23-8 FOR PRINTING AND GRAPHIC DESIGN SERVICES**RECOMMENDATION: It is recommended that the City Council:**

1. Authorize the issuing of a Request for Proposals (RFP) 23-8 for printing and graphic design services; and
2. Take such additional, related action that may be desirable.

Mayor Torres pulled this item for discussion and asked how is this contract different than other contract services we've engaged in. Director Solorza, clarified that this is a much more transparent process. Mayor Torres asked that when this item come back it has the list of responses and scores included.

It was motioned by Mayor Torres, seconded by Mayor Pro Tem Peralta that the item be approved as recommended by Staff; the motion was approved unanimously.

16. ANNUAL SLURRY SEAL PROJECT FOR FISCAL YEAR 2022-23 (CP NO. 892) – NOTICE OF COMPLETION**RECOMMENDATION: It is recommended that the City Council:**

1. Accept the Annual Slurry Seal Project for Fiscal Year 2022-23 (CP No. 892) as completed by Doug Martin Contracting Company, and
2. Find that the requested "Changes in Work" for the project (Attachment A) have no significant effect on the environment and approve the additional changes in the amount of \$33,409. The final contract amount with Doug Martin Contracting Company is \$657,193; and
3. Approve the Final Total Project Budget (Attachment B); and
4. Authorize the City Clerk to file the Notice of Completion with LA County Recorder (Attachment C); and
5. Authorize the City Manager to release the retention payment due to Doug Martin Contracting Company following the mandatory waiting period from the date of Notice of completion is recorded; and
6. Take such additional, related action that may be desirable.

Approved unanimously.

17. ANNUAL CONCRETE REPAIR PROGRAM PROJECT FISCAL YEAR 2021-22 (CP NO. 891) – NOTICE OF COMPLETION**RECOMMENDATION: It is recommended that the City Council:**

1. Accept the Annual Concrete Repair Program Project from Fiscal year 2021-22 (CP No. 891) as completed by CJ Concrete Construction, Inc., and
2. Find that the requested "Changes in Work" for the project (Attachment A) have no significant effect on the environment and approve the changes in the aggregate amount of \$274,628. The final contract amount with CJ Concrete Construction, Inc. is \$1,483,611; and
3. Approve the Final Total Project Budget (Attachment B); and
4. Authorize the City Clerk to file the Notice of Completion with LA County Recorder (Attachment C); and
5. Authorize the City Manager to release the retention payment due to CJ Concrete Construction, Inc. following the mandatory waiting period from the date of Notice of completion is recorded; and
6. Take such additional, related action that may be desirable.

Approved unanimously.

18. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4005 WITH AVENU INSIGHTS & ANALYTICS, LLC**RECOMMENDATION: It is recommended that the City Council:**

1. Approve the attached Amendment to Agreement No. 4005 with Avenu Insights & Analytics, LLC, (Avenu); and
2. Take such additional, related action that may be desirable.

Approved unanimously.

19. TREASURER'S REPORT FOR THE QUARTER ENDING MARCH 31, 2023**RECOMMENDATION: It is recommended that the City Council:**

1. Receive and file the Quarterly Treasurer's Report for the quarter ending March 31, 2023 (Third Quarter).

Approved unanimously.

20. ADOPT RESOLUTION NO. 23-29 TO TEMPORARILY SUSPEND LIMITATIONS UNDER MONTEBELLO MUNICIPAL CODE SECTION 17.54.040(C)(3) FOR NON-CONFORMING BUILDINGS THAT WERE DAMAGED OR PARTIALLY DESTROYED AS A RESULT OF THE MONTEBELLO TORNADO IN ORDER TO FACILITATE REPAIRS ASSOCIATED WITH AFFECTED BUILDINGS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-29, approving a temporary suspension of the limitations under Montebello Municipal Code Section 17.54.040(C)(3) for Non-Conforming Uses/Buildings that were damaged or partially destroyed as a result of the Montebello tornado; and
2. Take such additional, related action that may be desirable.

Mayor Torres pulled this item for discussion and made a motion to approve the item with the addition that it come back at the end of the 6 month period with a report by Council on what reconstruction activities have taken place, so that there is an understanding that out of the 11 buildings that were red tagged, which ones still may not be in operation and may need additional assistance, and also giving Council the opportunity that if that period needs to be extended that at least the item is coming back. The second recommendation is that the property owners are provided with 30-days notice that this 6 month period is going to be expiring. Seconded by Mayor Pro Tem Peralta; the motion was approved unanimously.

21. APPROVAL OF AMENDMENT NO. 3 TO AGREEMENT NO. 3444 WITH JOHNSON CONTROLS, INC FOR CITYWIDE HVAC MAINTENANCE AND REPAIRS

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 3 to Agreement No. 3444 with Johnson Controls for Citywide Heating, Ventilation, and Air Conditioning (HVAC) Maintenance and Repair increasing the annual contract amount for Fiscal Year 2022-23 by \$75,000 to a total of \$204,052; and
2. Authorize the City Manager to execute Amendment No. 3 on behalf of the City; and
3. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$56,250 in Account No. 100-30-510-6040.60 (General Fund, Public Works, Facilities Maintenance, Building Maintenance/Repairs), and \$18,750 in Account No. 600-90-915-6040.60 (Transit, Corporate Shops, Building Maintenance/Repairs), and;
4. Authorize the issuance of an RFP for Citywide HVAC Maintenance and Repair services; and
5. Take such additional, related action that may be desirable.

Mayor Torres pulled this item for discussion and he stated that the \$75,000 amendment seems to be a lot considering the Fiscal Year is about to end, and asked Director Enriquez to explain. Director Enriquez clarified that there were critical facilities that had to have repairs done, and the amendment would provide enough funding for those repairs and cover the routine maintenance until the RFP is advertised.

It was motioned by Mayor Torres, seconded by Councilmember Melendez, that the item be approved as recommended by Staff; the motion was approved unanimously.

22. APPROVAL TO SUBMIT GRANT APPLICATION TO THE SOUTHERN CALIFORNIA GAS COMPANY (SoCalGas) PLANNING GRANTS TO SUPPORT CLIMATE ADAPTATION AND RESILIENCY

RECOMMENDATION: It is recommended that the City Council:

1. Approve submission of a grant application for the SoCalGas Planning Grants to Support Climate Adaptation and Resiliency; and
2. Take such additional, related action that may be desirable.

Approved unanimously.

23. ACKNOWLEDGE SUBMITTAL OF GRANT APPLICATION TO THE DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA)

RECOMMENDATION: It is recommended that the City Council:

1. Acknowledge submission of a grant application in the amount of 2.5 million dollars for the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) Fiscal Year 2023 program; and
2. Take such additional, related action that may be desirable.

Approved unanimously.

24. APPROVAL OF MINUTES: FEBRUARY 27, 2023 SPECIAL CITY COUNCIL MEETING; MARCH 1, 2023 SPECIAL CITY COUNCIL MEETING; MARCH 13, 2023 SPECIAL CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said minutes as is.

Approved unanimously.

25. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-30 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 10, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-30 approving the Warrant Register dated May 10, 2023.

Approved unanimously.

PUBLIC COMMENTS - CONTINUED**AB 1234 TRAVEL REPORTS**

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

Councilmember Melendez attended the SCAG conference and provided a brief summary.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Georgina Tamayo, Councilmember**

- **Angie M. Jimenez, Councilmember**

1. Request Council Consensus to display an LGBTQIA banner.

Councilmember Jimenez stated she would save her Council Oral for the next Council Meeting.

- **David N. Torres, Mayor**

1. Request for council consensus to recognize May 26, 2023 as National Poppy Day to honor the fallen and support the living who have worn our nation's uniform.
2. Request(s) for certain budget presentations and information.
3. Request for council consensus directing staff to study fees related to fundraising by non-profits and other community organizations in Montebello.

For Mayor Torres' Council Oral Item No. 1, he asked for consensus; consensus received. Item No. 2 asked for consensus to direct staff to submit the executive summary of the budget to Council at least a week before, and asked for consensus to direct staff to include fund balances in the budget presented to Council; consensus received. Item No. 3. asked for consensus to direct staff, to better understand the fees that the City has, and shape them a little better; consensus received. Mayor Torres also asked for consensus to work with staff to mimic or use templates from the City of Pico Rivera that provide in detail the scope of work and what the project entails for Capital Improvement projects and have that on the budget; consensus received.

- **Scarlet Peralta, Mayor Pro Tem**

- **Salvador Melendez, Councilmember**

CLOSED SESSION - CONTINUED

Mayor Torres recessed back into Closed Session at 9:54 pm.

Mayor Torres reconvened into Regular Session at 10:13 pm. City Attorney provided the following report: Item No. 2, City Attorney stepped out of the room; direction was provided to special counsel nothing further to report. Item No. 4, direction was provided to special counsel and nothing further to report.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on May 24, 2023 at 6:00 p.m.** which can be live streamed at <https://www.montebelloca.gov> (Click on Live Stream).

I, Kimberly Guillen, Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, May 7, 2023 no later than 6:00 p.m.**



Kimberly Guillen, Deputy City Clerk

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo to adjourn the meeting at 10:23 p.m.

THE MINUTES OF MAY 10, 2023 ARE HEREBY APPROVED AND ADOPTED ON THIS 14TH DAY OF JUNE 2023.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **City of Montebello Forecasted Agenda**

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. 2, 3, 4

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 8/10/23

TIME RECEIVED: 5:50

SPEAKER'S FULL NAME: Will Carvera

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: None

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

5/10/2023

TIME RECEIVED:

5:59

SPEAKER'S FULL NAME:

MARGOT EISER

PHONE: _____

(Optional)

ADDRESS: _____

Via San Delano District

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 05-10-2023 **TIME RECEIVED:** 6:07

SPEAKER'S FULL NAME: ROSA TAMAYO **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☒ Language: spanish

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Poppy Day Destination

MEETING DATE: 5/10/2023 **TIME RECEIVED:** 6:40

SPEAKER'S FULL NAME: American Legion Aux Pres Nancy Larios **PHONE:** _____

ADDRESS: 616 Cleveland Ave _____

ORGANIZATION REPRESENTED: American Legion Unit 272 _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 84 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5/10/2023 **TIME RECEIVED:** 6:42

SPEAKER'S FULL NAME: Wendy Larios Yvette Fimbres **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: General

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5-10-2023 **TIME RECEIVED:** 6:47

SPEAKER'S FULL NAME: Edward Franco **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 06



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 8/10

TIME RECEIVED: 6:58

SPEAKER'S FULL NAME: Allen Wesley

PHONE: _____

(Optional)

ADDRESS: 1505 W Beverly Blvd

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: General

MEETING DATE: 5/10/23 **TIME RECEIVED:** 6:58

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** _____

ADDRESS: in file (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

HOLD UNTIL THE END
PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Gundie Kieker

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____



CITY OF MONTEBELLO SPECIAL CITY COUNCIL MEETING AGENDA

MINUTES

MONDAY, JUNE 5, 2023 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Torres called the meeting to order at 6:02 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Jimenez, Councilmember Melendez, and Councilmember Tamayo. City Treasurer Matanga was also present.

City Attorney Arnold Alvarez-Glasman, Assistant City Manager Arlene Salazar, and Acting Senior Deputy City Clerk Kimberly Guillen.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)

At this time, the general public may ***only*** address the City Council during this Special Meeting on items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). Please be aware that the maximum time allotted for members of the public to speak on shall not exceed three (3) minutes per person. State Law prohibits the City Council 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.

There were no speaker cards submitted by the public.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Mayor Torres recessed the meeting into Closed Session at 6:04 p.m. to consider the following Closed Session item:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Beverly Community Hospital Association Bankruptcy Matter
U.S. Bankruptcy Court Central District of California (Los Angeles)
Bankruptcy Petition #: 2:23-bk-12359-SK

REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Torres reconvened the meeting at 6:49 p.m.

All five members were present to discuss the Closed Session item. City Attorney Arnold AlvarezGlasman provided the following report to City Council: a briefing was provided on Item No. 1, no action taken and nothing to report.

REGULAR BUSINESS - NONE

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on June 14, 2023, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

Date and Posted: June 1, 2023, at 6:00 p.m.

I, Kimberly Guillen, Acting Sr. Deputy City Clerk for the City of Montebello, hereby certify that the foregoing Notice of the Special Meeting was posted at City Hall and the City's website and delivered to each member of the City of Montebello City Council no less than 24-hours before the start of the Special Meeting.



Kimberly Guillen, Acting Sr. Deputy City Clerk

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo to adjourn the meeting at 6:50 p.m.

THE MINUTES OF JUNE 5, 2023, ARE HEREBY APPROVED AND ADOPTED ON THIS 14TH DAY OF JUNE 2023.



ITEM # 28

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-45 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED JUNE 14, 2023**

RESOLUTION NO. 23-45
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.1553, consisting of 12 pages, and including:

Warrant No.

General: Check No. 599906 through 600121
ACH No. 4199 through 4316

Successor Agency: ACH No. 15

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 14th day of June 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 23-45

Page 2 of 2

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-45 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 June 2023 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. 1553
From Payment Date 05/12/23 - To Payment Date 06/01/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
4199	05/18/2023	\$1,466.15	CONTRACT SERVICES	3279	PROCURE AMERICA INC
4200	05/18/2023	(\$1,467.46)	CONTRACT SERVICES	3279	PROCURE AMERICA INC
4201	05/18/2023	\$1.31	CONTRACT SERVICES	3279	PROCURE AMERICA INC
4202	05/18/2023	\$51,876.07	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4203	05/18/2023	\$136,828.32	CASH WITH FISCAL AGENT	17870	THE BANK OF NEW YORK MELLON
4204	05/18/2023	\$424,579.38	INTEREST EXPENSE	17870	THE BANK OF NEW YORK MELLON
4205	05/18/2023	\$958.18	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
4206	05/18/2023	\$14,404.61	PREPAID EXPENSES	3016	ANTARES GOLF LLC
4207	05/18/2023	\$304.29	SUPPLIES	35980	SAEED RADMEHR
4208	05/18/2023	\$115,638.82	CONTRACT SERVICES	2530	CJ CONCRETE CONSTRUCTION INC
4209	05/18/2023	\$940.87	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
4210	05/18/2023	\$1,255.62	SUPPLIES	21690	COLUMBIA BUSINESS FORMS INC
4211	05/18/2023	\$5,100.18	VEHICLE MAINTENANCE/EXPENSES	75340	DELTA MOTOR COMPANY INC
4212	05/18/2023	\$34.00	CONTRACT SERVICES	23660	DAIOHS USA
4213	05/18/2023	\$189,762.17	CONTRACT SERVICES	2793	IBE DIGITAL
4214	05/18/2023	\$55,196.36	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
4215	05/18/2023	\$83.05	SUPPLIES	26670	LIFE-ASSIST INC
4216	05/18/2023	\$5,310.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
4217	05/18/2023	\$740.35	CONTRACT SERVICES	19250	N/S CORPORATION
4218	05/18/2023	\$171,247.20	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
4219	05/18/2023	\$1,360.01	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
4220	05/18/2023	\$832.33	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
4221	05/18/2023	\$3,245.00	CONTRACT SERVICES	217	TRACKIT LLC
4222	05/18/2023	\$16,801.13	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
4223	05/18/2023	\$72.71	SUPPLIES	3066	V & V MANUFACTURING INC
4224	05/18/2023	\$7,000.00	CONTRACT SERVICES	3433	VECTIS DC LLC
4225	05/18/2023	\$2,123.89	VEHICLE MAINTENANCE/EXPENSES	51730	WESTRUX INTERNATIONAL INC
4226	05/18/2023	\$1,400.00	CONTRACT SERVICES	8160	WINCAL TECHNOLOGY CORPORATION



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4227	05/18/2023	\$1,736.44	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
4228	05/25/2023	\$549.50	SUPPLIES	3163	BANK OF AMERICA
4229	05/25/2023	\$1,808.64	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
4230	05/25/2023	\$402.69	TRAINING	3163	BANK OF AMERICA
4231	05/25/2023	\$124.18	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
4232	05/25/2023	\$431.01	SUPPLIES	3163	BANK OF AMERICA
4233	05/25/2023	\$245.67	UTILITY SERVICES	3163	BANK OF AMERICA
4234	05/25/2023	\$487.38	SUPPLIES	3163	BANK OF AMERICA
4235	05/25/2023	\$181.91	TRAINING	3163	BANK OF AMERICA
4236	05/25/2023	\$577.36	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4237	05/25/2023	\$371.39	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
4238	05/25/2023	\$69.39	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
4239	05/25/2023	\$1,099.00	TRAINING	3163	BANK OF AMERICA
4240	05/25/2023	\$90.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4241	05/25/2023	\$12.99	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4242	05/25/2023	\$1,302.49	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4243	05/25/2023	\$3,231.92	FURNITURE & FIXTURES PURCHASES	3163	BANK OF AMERICA
4244	05/25/2023	\$148.11	SUPPLIES	3163	BANK OF AMERICA
4245	05/25/2023	\$238.74	SUPPLIES	3163	BANK OF AMERICA
4246	05/25/2023	\$325.46	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
4247	05/25/2023	\$232.99	SUPPLIES	3163	BANK OF AMERICA
4248	05/25/2023	\$176.59	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
4249	05/25/2023	\$838.05	TRAINING	3163	BANK OF AMERICA
4250	05/25/2023	\$150.09	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4251	05/25/2023	\$142.30	SUPPLIES	3163	BANK OF AMERICA
4252	05/25/2023	\$2,531.97	SUPPLIES	3163	BANK OF AMERICA
4253	05/25/2023	\$998.50	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
4254	05/25/2023	\$465.82	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
4255	05/25/2023	\$20.76	SUPPLIES	3163	BANK OF AMERICA



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4256	05/25/2023	\$90.93	SUPPLIES	3163	BANK OF AMERICA
4257	05/25/2023	\$62.26	FUEL	3163	BANK OF AMERICA
4258	05/25/2023	\$163.42	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
4259	05/25/2023	\$2,301.12	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
4260	05/25/2023	\$1,395.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
4261	05/25/2023	\$466,153.11	RETIREMENT	17	CAL PERS
4262	05/25/2023	\$510.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
4263	05/25/2023	\$60,766.15	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
4264	05/25/2023	\$10,788.24	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
4265	05/25/2023	\$5,219.79	SUPPLIES	62880	AMERICAN MARKER
4266	05/25/2023	\$1,461.98	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
4267	05/25/2023	\$480.00	CONTRACT SERVICES	2365	LETICIA TORRES
4268	05/25/2023	\$511.56	SUPPLIES	35980	SAEED RADMEHR
4269	05/25/2023	\$13,183.30	CONTRACT SERVICES	2102	JOHN P BEROKOFF
4270	05/25/2023	\$30.00	CARPOOL INCENTIVE	3809	SAMANTHA CHENELIA
4271	05/25/2023	\$2,339.54	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
4272	05/25/2023	\$641.30	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
4273	05/25/2023	\$49.55	SUPPLIES	3108	MARIO ESPINOSA
4274	05/25/2023	\$40.00	CARPOOL INCENTIVE	3384	ALICIA FERNANDEZ
4275	05/25/2023	\$27,747.86	TRANSIT CHARGES FOR SERVICES	75950	FIESTA TAXI COOPERATIVE INC
4276	05/25/2023	\$40.00	CARPOOL INCENTIVE	2572	MARLENE GIL
4277	05/25/2023	\$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
4278	05/25/2023	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
4279	05/25/2023	\$281.40	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
4280	05/25/2023	\$40.00	CARPOOL INCENTIVE	3196	MICAH HERD
4281	05/25/2023	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
4282	05/25/2023	\$30.00	CARPOOL INCENTIVE	3950	IBANEZ, MARIA
4283	05/25/2023	\$20,934.06	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
4284	05/25/2023	\$248.39	SUPPLIES	1612	JCL TRAFFIC SERVICES



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4285	05/25/2023	\$30.00	CARPOOL INCENTIVE	3810	ALEXIS LUCERO
4286	05/25/2023	\$24,905.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
4287	05/25/2023	\$40.00	CARPOOL INCENTIVE	3657	STACEY MORALES
4288	05/25/2023	\$1,092.48	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
4289	05/25/2023	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
4290	05/25/2023	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
4291	05/25/2023	\$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
4292	05/25/2023	\$119.76	SUPPLIES	1120	BLUETRITON BRANDS INC
4293	05/25/2023	\$434,090.07	CONTRACT SERVICES	3191	RL CONTROLS LLC
4294	05/25/2023	\$40.00	CARPOOL INCENTIVE	3584	BRENDA RODRIGUEZ
4295	05/25/2023	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
4296	05/25/2023	\$87,300.33	FUEL	1059	AMBER RESOURCES LLC
4297	05/25/2023	\$30.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
4298	05/25/2023	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
4299	05/25/2023	\$2,265.85	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
4300	05/25/2023	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
4301	05/25/2023	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
4302	05/25/2023	\$125.00	ADVERTISING/PRINTING SERVICES	6460	TRANSIT TALENT COM
4303	05/25/2023	\$414.54	SUPPLIES	3088	WAXIES ENTERPRISES LLC
4304	06/01/2023	\$5,175.38	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
4305	06/01/2023	\$847.82	SUPPLIES	62880	AMERICAN MARKER
4306	06/01/2023	\$766.39	NOTES PAYABLE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
4307	06/01/2023	\$3,374.32	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
4308	06/01/2023	\$1,141.89	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
4309	06/01/2023	\$1,675.22	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
4310	06/01/2023	\$89,480.00	CONTRACT SERVICES	2892	KTU & A
4311	06/01/2023	\$227.39	SUPPLIES	26670	LIFE-ASSIST INC
4312	06/01/2023	\$335,137.00	CONTRACT SERVICES	3905	LOS ANGELES ENGINEERING, INC.
4313	06/01/2023	\$126.25	TRAINING	3778	LAWRENCE MOON



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4314	06/01/2023	\$613.72	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
4315	06/01/2023	\$322.26	TRAVEL & MEETINGS	3610	SARBJEET SINGH
4316	06/01/2023	\$2,103.11	SUPPLIES	3088	WAXIES ENTERPRISES LLC
ACH TOTAL		\$2,833,438.62			
599906	05/18/2023	\$60.00	PARKS AND RECREATION	4072	BRITTANY ABREGO
599907	05/18/2023	\$5,880.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
599908	05/18/2023	\$657.00	ADVERTISING/PRINTING SERVICES	4071	ART DECAL ENTERPRISES
599909	05/18/2023	\$1,542.50	CONTRACT SERVICES	3488	ASPIRE RX INC
599910	05/18/2023	\$2,318.85	UTILITY SERVICES	39550	AT&T
599911	05/18/2023	\$4,590.97	UTILITY SERVICES	39550	AT&T
599912	05/18/2023	\$37.69	UTILITY SERVICES	39550	AT&T
599913	05/18/2023	\$1,400.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
599914	05/18/2023	\$1,369.26	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
599915	05/18/2023	\$60.00	PARKS AND RECREATION	4073	ALEXIS BORBOA
599916	05/18/2023	\$3,084.30	DUE TO CALIFORNIA BUILDING STANDARDS COMMISSION	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
599917	05/18/2023	\$2,240.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
599918	05/18/2023	\$59.29	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
599919	05/18/2023	\$2,930.00	MACHINERY & EQUIPMENTS	3437	CHARGEPOINT INC
599920	05/18/2023	\$69.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
599921	05/18/2023	\$5,602.09	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
599922	05/18/2023	\$791.56	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
599923	05/18/2023	\$1,552.02	RETIREMENT	3128	CITY OF BELL GARDENS
599924	05/18/2023	\$10,318.46	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
599925	05/18/2023	\$4,320.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
599926	05/18/2023	\$986.50	SUPPLIES	2455	HASA, INC.
599927	05/18/2023	\$50.88	VEHICLE MAINTENANCE/EXPENSES	1461	CREATIVE BUS SALES INC
599928	05/18/2023	\$3,774.96	SUPPLIES	3991	CYCLE SIREN, INC
599929	05/18/2023	\$1,985.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION



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599930	05/18/2023	\$37,413.75	RETIREMENT	4110	DELTA DENTAL OF CALIFORNIA
599931	05/18/2023	\$10,713.30	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
599932	05/18/2023	\$32,859.66	CONTRACT SERVICES	1146	DOUG MARTIN CONTRACTING COMPANY INC
599933	05/18/2023	\$3,085.86	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
599934	05/18/2023	\$300.00	CONTRACT SERVICES	3934	EVERYTABLE PBC
599935	05/18/2023	\$1,649.39	SALES TAX LIABILITY	7610	EWING IRRIGATION PRODUCTS
599936	05/18/2023	\$353.45	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE INC
599937	05/18/2023	\$1,102.67	UNIFORM EXPENSE	4040	FULL SOURCE, LLC
599938	05/18/2023	\$150.00	TRAVEL & MEETINGS	4067	JOSE GARDEA
599939	05/18/2023	\$5,508.00	CONTRACT SERVICES	3213	GEO-COMM INC
599940	05/18/2023	\$1,091.93	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
599941	05/18/2023	\$48.80	MAIL/ POSTAL EXPENSE	3167	GLS US
599942	05/18/2023	\$107.04	SUPPLIES	4082	DAISY GONZALEZ
599943	05/18/2023	\$3,590.39	MACHINERY & EQUIPMENTS	37480	GOSERCO INC
599944	05/18/2023	\$5,010.00	CONTRACT SERVICES	2728	H & V CUSTOM OFFICE CUBICLES CORP
599945	05/18/2023	\$151.04	TRAVEL & MEETINGS	4078	AMANDA JARAMILLO
599946	05/18/2023	\$1,994.92	LEASE PAYMENT	2405	JCB FINANCE
599947	05/18/2023	\$1,575.00	SUPPLIES	4079	JOHN JENRETTE
599948	05/18/2023	\$44,243.73	CONTRACT SERVICES	2539	JL GROUP LLC
599949	05/18/2023	\$1,772.93	CONTRACT SERVICES	39380	LAWRENCE ROLL-UP DOORS INC
599950	05/18/2023	\$250.00	GENERAL GOVERNMENT	4076	LORI LOPEZ
599951	05/18/2023	\$573.22	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
599952	05/18/2023	\$34,214.50	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
599953	05/18/2023	\$60.00	PARKS AND RECREATION	4077	GABRIEL MARTINEZ
599954	05/18/2023	\$60.00	PARKS AND RECREATION	4075	MAYRA MEDINA
599955	05/18/2023	\$6,454.16	CDBG - YMCA	97	YOUNG MENS CHRISTIAN ASSOC OF LOS ANGELES
599956	05/18/2023	\$4,901.25	CONTRACT SERVICES	34750	MBN SERVICES INC
599957	05/18/2023	\$6,600.00	CONTRACT SERVICES	3569	MYNP COM NURSING CORPORATION
599958	05/18/2023	\$2,257.64	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC



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599959	05/18/2023	\$509.84	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
599960	05/18/2023	\$1,225.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
599961	05/18/2023	\$2,401.26	SUPPLIES	15620	OFFICE DEPOT INC
599962	05/18/2023	\$415.50	RETIREMENT	42490	LINDA PAYAN
599963	05/18/2023	\$20.77	UTILITY SERVICES	36610	CITY OF PICO RIVERA
599964	05/18/2023	\$347.62	CONTRACT SERVICES	59760	POWER PLUS INTERNATIONAL INC
599965	05/18/2023	\$425.00	TRAINING	979	PRADO FAMILY SHOOTING RANGE
599966	05/18/2023	\$4,655.30	CONTRACT SERVICES	3279	PROCURE AMERICA INC
599967	05/18/2023	\$507.85	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
599968	05/18/2023	\$10,000.00	CONTRACT SERVICES	3086	PUBLIC SECTOR PERSONNEL CONSULTANTS INC
599969	05/18/2023	\$134.00	TRAINING	47640	RIVERSIDE COUNTY SHERIFFS DEPARTMENT
599970	05/18/2023	\$250.00	GENERAL GOVERNMENT	4081	JESUS RODRIGUEZ
599971	05/18/2023	\$10,928.92	MACHINERY & EQUIPMENTS	3987	RUNYON SURFACE PREP CO., LLC
599972	05/18/2023	\$2,780.75	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
599973	05/18/2023	\$250.00	GENERAL GOVERNMENT	4080	ALEXANDRIA SERNA
599974	05/18/2023	\$273.90	CONTRACT SERVICES	673	SILVER & WRIGHT LLP
599975	05/18/2023	\$10,952.75	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
599976	05/18/2023	\$2,528.99	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
599977	05/18/2023	\$1,393.80	DUES & SUBSCRIPTIONS	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED
599978	05/18/2023	\$3,081.60	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
599979	05/18/2023	\$936.50	CONTRACT SERVICES	3397	STERICYCLE INC
599980	05/18/2023	\$888.94	TRAVEL & MEETINGS	4069	SUPREME EVENT SERVICES
599981	05/18/2023	\$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
599982	05/18/2023	\$3,617.46	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
599983	05/18/2023	\$788.73	SALES TAX LIABILITY	3110	TOMAS ALVARADO
599984	05/18/2023	\$5,257.98	UTILITY SERVICES	72570	US TELEPACIFIC CORP
599985	05/18/2023	\$300.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC
599986	05/18/2023	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
599987	05/18/2023	\$149.00	TRAINING	2699	KIM TUNNER



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599988	05/18/2023	\$175,046.96	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC
599989	05/18/2023	\$653.44	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
599990	05/18/2023	\$18,653.33	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
599991	05/18/2023	\$150.00	GENERAL GOVERNMENT	4061	ADRIANNA VALENZUELA
599992	05/18/2023	\$60.00	PARKS AND RECREATION	4074	DANIELA VALLE
599993	05/18/2023	\$26,351.17	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS INC
599994	05/18/2023	\$1,583.71	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
599995	05/18/2023	\$400.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
599996	05/18/2023	\$581.37	SUPPLIES	9470	W W GRAINGER INC
599997	05/18/2023	\$79.05	CONTRACT SERVICES	73440	WARE DISPOSAL CO INC
599998	05/18/2023	\$275.63	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
599999	05/25/2023	\$95,000.00	VEHICLE PURCHASES	1700	72 HOUR LLC
600000	05/25/2023	\$8,033.00	CONTRACT SERVICES	4059	A O DOWD PLUMBING INC.
600001	05/25/2023	\$9,147.68	AFLAC OTHER	55860	AFLAC
600002	05/25/2023	\$491.00	ADVERTISING/PRINTING SERVICES	1870	ALEX & E PARTY RENTALS
600003	05/25/2023	\$11,760.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
600004	05/25/2023	\$2,243.00	UTILITY SERVICES	38380	AT&T
600005	05/25/2023	\$6,216.52	UTILITY SERVICES	39550	AT&T
600006	05/25/2023	\$200.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
600007	05/25/2023	\$234.00	CONTRACT SERVICES	31160	BESTWAY DISTRIBUTING CO
600008	05/25/2023	\$1,566.84	SUPPLIES	4058	BSN SPORTS
600009	05/25/2023	\$59.36	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
600010	05/25/2023	\$60.00	PARKS AND RECREATION	4086	LORENA CARREON
600011	05/25/2023	\$103.83	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
600012	05/25/2023	\$6,969.98	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
600013	05/25/2023	\$386.41	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
600014	05/25/2023	\$220.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
600015	05/25/2023	\$308.92	SUPPLIES	2455	HASA, INC.
600016	05/25/2023	\$5,000.00	DUES & SUBSCRIPTIONS	4050	CONFERENCE OF MINORITY TRANSPORTATION OFFICIALS



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
600017	05/25/2023	\$10,500.00	CONTRACT SERVICES	3273	COUSYN GRADING & DEMOLITION INC
600018	05/25/2023	\$525.00	CONTRACT SERVICES	2759	D F POLYGRAPH
600019	05/25/2023	\$122.29	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
600020	05/25/2023	\$891.42	CONTRACT SERVICES	3982	EVERNOTH CARE SOLUTIONS, INC
600021	05/25/2023	\$2,314.93	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
600022	05/25/2023	\$122.66	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
600023	05/25/2023	\$342.12	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
600024	05/25/2023	\$295.51	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
600025	05/25/2023	\$10,024.80	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
600026	05/25/2023	\$250.00	GENERAL GOVERNMENT	4085	GREATER EAST L.A. AREA CONVENTION
600027	05/25/2023	\$250.00	GENERAL GOVERNMENT	4087	SOPHIA GUTIERREZ
600028	05/25/2023	\$1,757.77	CONTRACT SERVICES	4036	HARBINGER HORIZON
600029	05/25/2023	\$250.00	CONTRACT SERVICES	4066	LEONEL HERNANDEZ
600030	05/25/2023	\$26,940.92	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
600031	05/25/2023	\$443.15	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
600032	05/25/2023	\$7,253.91	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
600033	05/25/2023	\$886.41	SAFETY PROGRAM	1169	JCM AND ASSOCIATES INC
600034	05/25/2023	\$50.00	CONTRACT SERVICES	4088	VERONICA KAWAMURA
600035	05/25/2023	\$903.00	CONTRACT SERVICES	3716	KOA CORPORATION
600036	05/25/2023	\$247.60	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
600037	05/25/2023	\$1.00	MISCELLANEOUS REVENUE	513	LOS ANGELES SUPERIOR COURT
600038	05/25/2023	\$12,750.87	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
600039	05/25/2023	\$750.00	DUES & SUBSCRIPTIONS	2355	MONTEBELLO ROTARY CLUB
600040	05/25/2023	\$237.59	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
600041	05/25/2023	\$252.11	SUPPLIES	15620	OFFICE DEPOT INC
600042	05/25/2023	\$40.73	UNIFORM EXPENSE	832	FERNANDO PELAEZ
600043	05/25/2023	\$40.00	CARPPOOL INCENTIVE	65330	WENDY PEREZ
600044	05/25/2023	\$1,096.76	CONTRACT SERVICES	51	PODS ENTERPRISES LLC
600045	05/25/2023	\$1,320.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOC., INC.



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
600046	05/25/2023	\$19,498.00	CONTRACT SERVICES	3943	R&S OVERHEAD DOORS OF COMMERCE, INC.
600047	05/25/2023	\$300.00	CONTRACT SERVICES	1681	JAIME RODRIGUEZ
600048	05/25/2023	\$5,914.51	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
600049	05/25/2023	\$7,458.28	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
600050	05/25/2023	\$858.39	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
600051	05/25/2023	\$20,257.98	FRINGE BENEFITS	25850	STANDARD INSURANCE COMPANY
600052	05/25/2023	\$360.00	CONTRACT SERVICES	6020	STRADLING YOCCA CARLSON & RAUTH
600053	05/25/2023	\$184.00	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
600054	05/25/2023	\$6,943.20	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
600055	05/25/2023	\$2,110.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
600056	05/25/2023	\$826.53	SUPPLIES	45120	ULINE INC
600057	05/25/2023	\$16,268.53	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
600058	05/25/2023	\$26,450.00	CONTRACT SERVICES	3898	URBAN FUTURES, INC.
600059	05/25/2023	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
600060	05/25/2023	\$663.00	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
600061	05/25/2023	\$11,509.17	CONTRACT SERVICES	191	VECTOR RESOURCES INC
600062	05/25/2023	\$165.00	CONTRACT SERVICES	4089	MONICA VELASQUEZ
600063	05/25/2023	\$457.68	UTILITY SERVICES	23610	VERIZON WIRELESS
600064	05/25/2023	\$770.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
600065	05/25/2023	\$390.00	CONTRACT SERVICES	3572	JIM WARINO
600066	05/25/2023	\$7,485.75	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
600067	05/25/2023	\$6,435.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
600068	05/25/2023	\$1,565.55	SUPPLIES	67320	WINZER
600069	05/25/2023	\$55.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
600070	05/25/2023	\$140.43	SUPPLIES	2905	ZUTRA WATER
600071	06/01/2023	\$4,860.00	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
600072	06/01/2023	\$3,632.00	CONTRACT SERVICES	3824	AAA RENTS AND EVENTS INC
600073	06/01/2023	\$4,004.36	UTILITY SERVICES	1732	AT&T CORP
600074	06/01/2023	\$382.10	TRAVEL & MEETINGS	2534	LETICIA ANTUNA



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
600075	06/01/2023	\$166.95	UTILITY SERVICES	39550	AT&T
600076	06/01/2023	\$54.99	UTILITY SERVICES	39550	AT&T
600077	06/01/2023	\$18,725.00	CONTRACT SERVICES	3953	BANNER BANK
600078	06/01/2023	\$85.86	TRAVEL & MEETINGS	4097	DANIEL BARAJAD
600079	06/01/2023	\$13,000.00	DUES & SUBSCRIPTIONS	32970	CALIFORNIA TRANSIT ASSOCIATION
600080	06/01/2023	\$600.00	CONTRACT SERVICES	4092	CAPRI GLASS INC.
600081	06/01/2023	\$2,949.91	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
600082	06/01/2023	\$386.41	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
600083	06/01/2023	\$3,720.28	VEHICLE MAINTENANCE/EXPENSES	1461	CREATIVE BUS SALES INC
600084	06/01/2023	\$736.20	CONTRACT SERVICES	11990	CUMMINS ALLISON CORP
600085	06/01/2023	\$1,405.54	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
600086	06/01/2023	\$150.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
600087	06/01/2023	\$1,750,000.00	SETTLEMENTS	4091	DOUGLAS HICKS LAW APC
600088	06/01/2023	\$1,652.85	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
600089	06/01/2023	\$2,852.50	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
600090	06/01/2023	\$386.39	SUPPLIES	55650	GALLS LLC
600091	06/01/2023	\$5,912.50	CONTRACT SERVICES	2728	H & V CUSTOM OFFICE CUBICLES CORP
600092	06/01/2023	\$2,800.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
600093	06/01/2023	\$414.00	UNIFORM EXPENSE	3507	MARK KIM
600094	06/01/2023	\$757.10	CONTRACT SERVICES	1244	LOS ANGELES COUNTY AGRICULTURAL
600095	06/01/2023	\$5,583.24	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
600096	06/01/2023	\$2,158.55	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
600097	06/01/2023	\$325.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
600098	06/01/2023	\$6,458.00	CONTRACT SERVICES	25080	GOVERNMENTJOBS COM INC
600099	06/01/2023	\$240.00	CONTRACT SERVICES	3720	ANGEL NOLASCO OIDOR
600100	06/01/2023	\$1,422.27	SUPPLIES	15620	OFFICE DEPOT INC
600101	06/01/2023	\$57.00	TRAVEL & MEETINGS	832	FERNANDO PELAEZ
600102	06/01/2023	\$8,849.76	CONTRACT SERVICES	3279	PROCURE AMERICA INC
600103	06/01/2023	\$1,029.49	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
600104	06/01/2023	\$180.00	CONTRACT SERVICES	3749	JONATHAN RAYGOZA
600105	06/01/2023	\$1,425.00	CONTRACT SERVICES	2459	OSAEL ROMERO
600106	06/01/2023	\$2,587.26	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
600107	06/01/2023	\$870.00	CONTRACT SERVICES	3201	SIMPLY BACKFLOW INC
600108	06/01/2023	\$19,175.46	NOTES PAYABLE	45630	SOUTHERN CALIFORNIA EDISON
600109	06/01/2023	\$1,251.73	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
600110	06/01/2023	\$4,859.20	CONTRACT SERVICES	3871	SUNPRO PAINTING & CONSTRUCTION INC
600111	06/01/2023	\$3,272.90	CONTRACT SERVICES	3921	SUSTAINABLE RESOURCES
600112	06/01/2023	\$16,742.87	UTILITY SERVICES	526	T-MOBILE USA INC
600113	06/01/2023	\$1,105.68	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
600114	06/01/2023	\$10,000.00	CONTRACT SERVICES	2699	KIM TUNRER
600115	06/01/2023	\$284.67	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
600116	06/01/2023	\$16,766.72	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
600117	06/01/2023	\$5,055.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
600118	06/01/2023	\$11,764.99	CONTRACT SERVICES	3731	YUNEX LLC
600119	06/01/2023	\$924.34	SUPPLIES	2522	SIGTRONICS CORPORATION
600120	06/01/2023	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
600121	06/01/2023	\$74,200.31	VEHICLE PURCHASES	45170	MONTEBELLO AUTO GROUP LLC
CHECK TOTAL		\$2,943,268.17			

Successor Agency (SA)

15	05/25/2023	\$195.30	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
SA TOTAL		\$195.30			
GRAND TOTAL		\$5,776,902.09			



EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

NOTE: The attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.



City Council Forecasted Agenda Calendar

JUNE 28TH

Item #	Description	Session	Department	Presenter
	MCAP Quarterly Update	Presentation	Fire	Chief Pelaez/Angélica Palmeros
	Fire Recognition of SIR 4/13/23 Incident	Presentation	Fire	Chief Pelaez/Angélica Palmeros
	Refuse Rate Assessment	Public Hearing	Finance	Michael Solorza
	Sewer System Management Plan	Consent	Public Works	James Enriquez
	Annual Reporting of Military Use Equipment	Consent	Police	Chief Espinosa
	Award an Agreement for CAD/AVL system	Consent	Transit	Adrianna Kendricks
	Agr No. _____ with CoStar	Consent	Planning	Joseph Palombi
	Issue an RFP for Golf Course Management	Consent	Parks & Rec	David Sosnowski
	Issue RFP for PD Security Cameras	Consent	Police	Chief Espinosa
	Resolution to Accept Cannabis Tax Fund Grant Program Funding	Consent	Police	Chief Espinosa
	Acquisition and Lease Financing of Two Fire Engines (Pumpers) and Related Rescue Equipment and Staffing Approval	Consent	Fire	Chief Pelaez/Angélica Palmeros
	Agr. No. _____ with Care Solace	Consent	Fire	Chief Pelaez/Angélica Palmeros
	Minutes	Consent.	Admin	ACM Salazar
	Reso No. ____ Warrant Register	Consent.	Finance	Michael Solorza