CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING

WEDNESDAY, JUNE 28, 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

ACTING CITY MANAGER
Arlene Salazar

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Fire Chief	**Fernando Pelaez**
Police Chief	**Paul Espinosa**
Director of Finance	**Michael Solorza**
Director of Human Resources	**Nicholas Razo**
Director of Planning/Community Development	**Joseph Palombi**
Director of Public Works	**James Enriquez**
Director of Recreation and Community Services	**David Sosnowski**
Director of Transportation	**Adrianna Kendricks**
Director of Public Affairs and Information Technology	**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.montebelloca.gov, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

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

RULES OF DECORUM:
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 – ANTICIPATED LITIGATION**
   Government Code Section 54956.9(d)(2)
   One matter involving Infrastructure Engineering
2. **PUBLIC EMPLOYEE APPOINTMENT**
   Government Code Section 54957
   Position: City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

3. **POST-TRAUMATIC STRESS DISORDER (PTSD) MONTH**
4. **NATIONAL SCLERODERMA AWARENESS MONTH**
5. **NATIONAL GUN VIOLENCE AWARENESS DAY**
6. **ASHIYA PARK EXPANSION PRESENTATION**
7. **FIRE RECOGNITION OF SIR 04/13/2023 INCIDENT**
8. **MCAP QUARTERLY UPDATE**

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

PUBLIC HEARING

9. ADOPT RESOLUTION NO. 23-57, PUBLIC HEARING ESTABLISHING THE RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING CHARGES ANNUAL RATE ADJUSTMENT

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing and consider adopting the attached Resolution No. 23-57 establishing the updated residential solid waste collection and recycling rate for Fiscal Year 2023-24 (Attachment A) per the 2020 settlement agreement between Arakelian Enterprises (dba Athens Services) and the City of Montebello; and,
2. Direct staff to forward the Resolution to the Los Angeles County Auditor-Controller to place the revised charges on the property tax rolls.
3. Take such additional, related action that may be desirable.

REGULAR BUSINESS

10. MONTEBELLO FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES DELIVERY MODEL UPDATE

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the proposal and overview to update the Fire Department's Emergency Medical Services delivery model; and
2. Take other actions as necesary.

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.

11. ADOPT RESOLUTION NO. 23-58 TO ALLOW REIMBURSEMENT OF SOLAR PROJECT COSTS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-58 (Attachment A) allowing the reimbursement of project costs associated with the City Council approved solar project; and
2. Take such additional, related action that may be desirable.

12. 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 Acting City Manager to execute the Contract Agreement, on behalf of the City; and
3. Take such additional, related action that may be desirable.

13. ADOPT RESOLUTION 23-54 APPROVING PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SENATE BILL 1 (SB-1) THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution 23-54 (Attachment A) Approving Projects for Fiscal Year 2023-24 funded by Senate Bill 1 (SB-1) The Road Repair and Accountability Act of 2017;
2. Take such additional, related action that may be desirable.

14. 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.

15. ADOPT RESOLUTION NO. 23-56 APPROVING THE AUTHORIZATION AND EXECUTION OF THE AGREEMENT TO RECEIVE GRANT FUNDS FROM THE CALIFORNIA HIGHWAY PATROL THROUGH THE CANNABIS TAX FUND GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the California Highway Patrol (CHP) under the Cannabis Tax Fund Grant Program (CTFGP) in the amount of $105,688; and
2. Authorize for the Acting City Manager to execute the contract of grant funds; and
3. Amend the Fiscal Year 2023-24 budget and increase appropriations by $70,688 in Account No. 265-80-832-5010.10 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Overtime [expenditures]), $35,000 in Account No. 265-80-832-6010.10 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Machinery and Equipment [expenditures]), and $105,688 in Account No. 265-99-4198.86 (Grants, CHP Cannabis Tax Fund Grant Program [revenue]); and
4. Take such additional, related, action that may be desirable.

16. ANNUAL REPORTING OF MILITARY USE EQUIPMENT

RECOMMENDATION: It is recommended that the City Council:

1. Renew Ordinance No. 2453, which established a Military Equipment Use Policy in compliance with Assembly Bill 481 ("AB 481"); and
2. Take such additional, related action that may be desirable.

17. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3970 WITH LEASE SERVICING, INC. DBA NCL GOVERNMENT CAPITAL ("NCL") FOR THE LEASE/PURCHASE AGREEMENT OF POLICE VEHICLES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 3970 between the City and Lease Servicing Center, Inc. DBA NCL Government Capital ("NCL") ; and
2. Authorize the expenditure of an additional $105,871 over the remaining lease term; and
3. Take such additional, related action that may be desirable.

18. AWARD PROFESSIONAL SERVICES AGREEMENT, NO. 4113, TO AVAIL TECHNOLOGIES, INC., FOR THE COMPUTER-AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION (CAD/AVL) SYSTEM

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4113 to Avail Technologies, Inc., for the Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System ; and
2. Authorize the Acting City Manager to take action necessary to execute and finalize a contract on behalf of the City of Montebello with Avail Technologies, Inc.; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by $2,398,478 in the Contract Services - Outside Contracts, Account No. 600-90-910-6040.10; and
4. Take such additional, related action that may be desirable.

19. ADOPT RESOLUTION NO. 23-55 APPROVING MONTEBELLO BUS LINES' COMPREHENSIVE OPERATIONS ANALYSIS FINAL REPORT AND AUTHORIZE STAFF TO BEGIN IMPLEMENTATION OF THE PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-55 approving Montebello Bus Lines' (MBL) Comprehensive Operations Analysis (COA) Final Report; and Authorize Staff to begin Implementation of the Plan; and
2. Take such additional, related action that may be desirable.

20. APPROVE REVISIONS TO THE CITY OF MONTEBELLO DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM TO UPDATE ADMINISTRATIVE PERSONNEL AND TITLES

RECOMMENDATION: It is recommended that the City Council:

1. Approve revisions to the City of Montebello Disadvantaged Business Enterprise (DBE) Program to update applicable administrative personnel and titles; and
2. Take such additional, related action that may be desirable.

21. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4114 FOR ECONOMIC DEVELOPMENT DATA AND ANALYSIS SERVICES WITH COSTAR GROUP

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4114 between CoStar Group and the City of Montebello to provide economic development-related data and analysis services for the City of Montebello;
2. Authorize the Acting City Manager, or designee, to execute the Professional Services Agreement between CoStar Group and the City of Montebello and any related documents in accordance with Montebello Municipal Code ("MMC") Chapter 3.20.050; and
3. Take such additional, related action that may be desirable.

22. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP NO. 24-1) FOR GOLF COURSE MANAGEMENT, MAINTENANCE AND OPERATION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to issue a Request for Proposals (RFP No. 24-1) for golf course management, maintenance and operation services for the Montebello Golf Course; and
2. Take such additional, related action that may be desirable.

23. AUTHORIZE SUBMISSION OF AN APPLICATION FOR LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR POTENTIAL ASHIYA PARK EXPANSION AND MONTEBELLO EDISON TRAILS PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the submission of an application for a License Agreement with Southern California Edison;
2. Authorize the Acting City Manager to execute the application on behalf of the City; and
3. Take such additional, related action that may be desirable.

24. APPROVE AGREEMENT NO. 4115 WITH CARE SOLACE TO PROVIDE ASSISTANCE TO RESIDENTS CONNECTING WITH COMMUNITY BASED COUNSELING

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4115 between Care Solace and the City of Montebello to provide web-based on-line resource, with a live 24/7 concierge line to assist residents with finding community-based counseling;
2. Authorize the Acting City Manager, or designee, to execute the Agreement between Care Solace and the City of Montebello and any related documents; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by $62,250 in Account No. 100-20-200-6040.96 (General Fund, Administration, Other Profesional Services).
4. Take such additional, related action that may be desirable.

25. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-59 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JUNE 28, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-59 approving the Warrant Register dated June 28, 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).

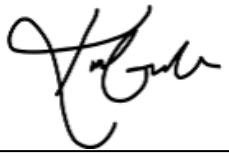
COUNCIL/AGENCY ORALS
Announcements and requests for future agenda items.

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

CLOSED SESSION - CONTINUED

ADJOURNMENT
The City of Montebello will adjourn to the next **Regular Meeting on July 26, 2023, at 6:00 p.m.,** which can be live streamed at https://www.montebelloca.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 25, 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 # 9

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **ADOPT RESOLUTION NO. 23-57, PUBLIC HEARING ESTABLISHING THE RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING CHARGES ANNUAL RATE ADJUSTMENT**

DATE: June 28, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct a Public Hearing and consider adopting the attached Resolution No. 23-57 establishing the updated residential solid waste collection and recycling rate for Fiscal Year 2023-24 (Attachment A) per the 2020 settlement agreement between Arakelian Enterprises (dba Athens Services) and the City of Montebello; and,
2. Direct staff to forward the Resolution to the Los Angeles County Auditor-Controller to place the revised charges on the property tax rolls.
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Pursuant to the terms of Agreement No. 3740 between the City and Arakelian Enterprises (dba Athens Services), monthly rates for residential waste collection and recycling are subject to an annual adjustment based upon the Consumer Price Index (CPI) for the Los Angeles County Area. An analysis of the CPI was recently conducted comparing the index for April 2022 and April 2023. The analysis found that the index had increased by 3.82 percent.

Staff recommends reviewing the proposed rate increase and approving a new residential rate of $31.44 per month (increasing from the $30.28 per month rate charged in FY 2022-23). If approved by the City Council, the new rate would be effective July 1, 2023.

BACKGROUND/DISCUSSION:

Since 1962, Athens has provided residential curbside solid waste collection/disposal services in the City. In 2008, the City Council approved an agreement with Athens to provide exclusive waste collection/disposal services within the City for both residential and commercial services. Elements of this action led to numerous lawsuits between the City and Athens that would eventually be resolved under the terms and conditions of a Settlement Agreement approved on February 10, 2020 (Agreement No. 3740). Terms of the settlement authorized Athens to annually adjust rates for residential waste collection and recycling pick-up services based upon the change in CPI.

In May 2023, the City received a letter from Athens formally requesting a rate increase of 3.82 percent (See Attachment B). If this rate increase is approved, the new rate will be $31.44 per customer per month.

As part of the review and approval process for the rate increase, the City must conduct a public hearing to review the request and receive input from the public. If approved, notice regarding the rate increase will be forwarded to the Los Angeles County Auditor-Controller to be placed on the property tax bills effective July 1, 2023.

As required by law, Notices of Public Hearing were published and posted (Attachment C).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

In May 2023, Athens Services submitted correspondence to the City requesting a rate increase for local residential waste collection/disposal and recycling pick-up services. Under the terms of the 2020 Settlement Agreement between the City and Athens Services, the proposed rate adjustment occurs annually based upon the change in CPI. If approved, the monthly service rate will increase to $31.44 per customer, per month effective July 1, 2023. It should be noted that the February 10, 2020 City Council approved settlement agreement requires the annual CPI adjustment.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-57 - Refuse Rate Assessment Update
2. Attachment B - Montebello Rate Letter 7-1-2023
3. Attachment C - Proof of Publication Public Hearing Refuse Rate

NEXT STEPS:
N/A

ATTACHMENT A

RESOLUTION NO. 23-57

A RESOLUTION OF THE CITY OF MONTEBELLO APPROVING A RATE ADJUSTMENT FOR ATHENS SERVICES FOR THE COLLECTION OF RESIDENTIAL WASTE FOR FISCAL YEAR 2023-24 AND FUTURE ADJUSTMENTS CONSISTENT WITH THE SETTLEMENT AGREEMENT (AGREEMENT NO. 3740) BETWEEN THE CITY AND ATHENS SERVICES

RECITALS

WHEREAS, the City of Montebello ("City") contracts for residential waste hauling services with Arakelian Enterprises (dba "Athens Services"); and

WHEREAS, since the approval of an Amended and Restated Agreement between the City and Athens referred to as Agreement 668 ("Agreement 668") in 2008, disputes arose and were litigated between the parties which were resolved by the terms of a Settlement Agreement identified as Agreement No. 3740, approved by the City Council on February 10, 2020; and

WHEREAS, pursuant to the terms of Agreement No. 3740, Athens is entitled to an annual adjustment to the monthly rates to be charged by Athens to residential customers for waste collection services; and

WHEREAS, the City Council by approving this resolution intends to confirm Athens' residential rates for the period of July 1, 2023 through June 30, 2024 and to also confirm adjustment to rates for subsequent years based upon the Consumer Price Index formula consistent with and as set forth in Agreement No. 3740.

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

SECTION 1: That pursuant to Agreement No. 3740, the City Council is to review and consider the request submitted by Athens for an annual rate adjustment for monthly waste service charges for residential customers. On May 30, 2023, Athens submitted a request for approval for a rate adjustment for the period of July 1, 2023, through June 30, 2024 (Fiscal Year 2023-24) consistent with the terms of the Settlement Agreement No. 3740.

SECTION 2: The City Council ratifies the residential solid waste collection fee to be charged by Athens on a monthly basis for each residential customer at the amount of $31.44 per customer per month. The City Council further confirms the formula for annual rate adjustments for subsequent fiscal years for each residential customer based upon the Consumer Price Index formula consistent with and as set forth in Agreement No. 3740.

SECTION 3: That the City Clerk shall certify to the passage and adoption of this resolution and enter into the book of original Resolutions.

SECTION 4: The City Council authorizes the City Clerk to forward this resolution to the Los Angeles County Auditor-Controller for processing this rate adjustment and to be placed upon the tax collection rolls for residential waste customers within the City of Montebello.

APPROVED AND ADOPTED this 28th day of June, 2023.

_____
David Torres, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-57 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 28th 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

Athens Services

Your Zero Waste Partner

May 30, 2023

Michael Solorza
Director of Finance
City of Montebello
1600 W. Beverly Blvd
Montebello, CA 90640

Re: Annual Rate Adjustment

Mr. Solorza:

In accordance with the Settlement Agreement between Arakelian Enterprises Inc. ("AEI") dba Athens Services executed February 10, 2020 and pursuant to Section 4 of that Agreement, please accept this letter as Athens Services' request to adjust the rates that Athens Services is to be paid for the services provided under Agreement 668.

The CPI for All Urban Consumers for Los Angeles was 308.302 in April 2022 and it increased to 320.089 in April 2023, for a change of 11.787 (see attached CPI schedule). Dividing the 11.787 change by the April 2022 index value results in a 3.82% change. This 3.82% increase applied to the current rate of $30.28, yields an adjusted rate of $31.44 per customer per month effective July 2023 (see attached rate calculation).

Athens Services requests that its rate of compensation be adjusted to $31.44 per customer per month. Please handle the administrative processing of this request to make the rates effective July 1, 2023 and call me at (626) 855-7230 with any questions.

Sincerely,

Christian Warner

Christian Warner
Senior Vice President of Contract Compliance

Enclosure

Cc: Gary Clifford, Executive Vice President, Athens Services
David Collins, Division Vice President, Athens Services

City of Montebello
Calculation of Residential Rate
Effective July 1, 2023 - June 30, 2024

Date	Amount	Notes
Apr 2022	308.302	Consumer Price Index - All Urban Consumers, LA
Apr 2023	320.089	Consumer Price Index - All Urban Consumers, LA
	3.82%	**CPI increase percent**
	$ 30.28	Current rate per customer per month
	3.82%	CPI increase percent
	$ 1.16	CPI increase Amount
	$ 31.44	**New rate per customer per month**

Notes: **Increase in compensation to be effective on the July 2023 invoice.**

City of Montebello
Ancillary Service Rate
Effective July 1, 2023 - June 30, 2024

			CPI %		3.82%
Service		**Current Net Rate**	**CPI Adjustment**		**New Net Rate**
30,60,90 gallon additonal cart	$	2.15	$ 0.08	$	2.15
Residential Go-Back or Dead-Run	$	21.57	$ 0.82	$	21.57
Bulky Item Pick Up or Dead-Run	$	26.97	$ 1.03	$	26.97
Additional Bulky Item pick up	$	16.18	$ 0.62	$	16.18
Roll-Out Service	$	19.42	$ 0.74	$	19.42
Declined Payment Fee (any reason)	$	26.97	$ 1.03	$	26.97
Late Fee		$5.39 min or 1.5%	$ 0.21		$5.60 min or 1.5%

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49ASA0

Not Seasonally Adjusted
Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted
Area: Los Angeles-Long Beach-Anaheim, CA
Item: All items
Base Period: 1982-84=100
Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925	289.244
2022	301.209	302.164	306.679	308.302	310.649	314.072	313.415	313.608	315.033	317.014	314.633	312.601	310.782
2023	318.591	317.571	317.873	320.089									

320.089	CPI - CY
-308.302	CPI - PY
11.787	CPI - Change #
308.302	CPI - PY
3.82%	CPI - Change %

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MONTEBELLO NEWS

3731 WILSHIRE BLVD STE 840, LOS ANGELES, CA 90010
Telephone (323) 556-5720 / Fax (213) 835-0584

Angelina Padilla
CITY OF MONTEBELLO/CITY CLERK (LEAD)
1600 W. BEVERLY BLVD
MONTEBELLO, CA - 90640

EWA#: 3709745

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:
Public Hearing Notice - Refuse Rate

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the MONTEBELLO NEWS, a newspaper published in the English language in the city of MONTEBELLO, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 03/13/1934, Case No. 369441. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

06/15/2023

Executed on: 06/15/2023
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

* A 0 0 0 0 0 6 3 3 8 5 1 1 *

Email

CITY OF MONTEBELLO
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the Council Chamber of the Montebello City Hall at **1600 West Beverly Boulevard, Montebello, California, on Wednesday June 28, 2023, at 6:00 p.m.,** or as soon as possible thereafter as the matter can be heard, to consider the following:
A revised and updated City residential refuse collection and curbside recycling program collection rate (collectively the "Rate"). The City will consider the adjustment of the Rate as follows as requested by franchisee and authorized by the Residential Waste Collection Agreement:

- Beginning on July 1, 2023, the monthly Rate for services provided under Agreement 668 between the City and AEI shall be $31.44 per residential customer.
- Beginning on July 1, 2023 and on July 1 of each subsequent year until the Termination Date of Agreement 668, the Rate for services shall be adjusted in accordance with the then-latest available Consumer Price Index, as more specifically permitted pursuant to the formula set forth in Section 19 of Agreement 668, as amended.

For those interested making public comments, you may address the City Council in person during the public comment period or public testimony period for public hearings by attending the Montebello Council Chambers at 1600 W. Beverly Blvd., Montebello, California on **Wednesday, June 28, 2023 at 6:00 p.m.** In addition, the City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit written public comments no later than **Wednesday June 28, 2023 at 3:00 p.m**. These comments may not be read aloud but will be entered into the record and submitted to all members of the City Council. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, https://www.montebelloca.gov/cms/one.aspx?portalid=58756&pageid=61471
If you challenge the rate adjustment in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the public hearing. The proposed resolution and other material are available by contacting the City Clerk's Office at 323-887-1359.
Kimberly Guillen, Acting Sr. Deputy City Clerk
6/15/23
EWA-3709745#
MONTEBELLO NEWS

ITEM # 10

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **MONTEBELLO FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES DELIVERY MODEL UPDATE**

DATE: June 28, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file the proposal and overview to update the Fire Department's Emergency Medical Services delivery model; and
2. Take other actions as necesary.

FISCAL IMPACT:

There will be additional vehicle, equipment, supply and personnel costs associated with updating Montebello Fire Department's Emergency Medical Services (EMS) delivery model. Moving from a "Medic Engine" to a "Paramedic Rescue Squad" staffing and organizational/response model will require staff to be added (i.e., "Firefighter/EMT" classification) to the Master Position Control and Table of Organization as well as the purchase of "Paramedic Rescue Squad" vehicles. Fire Department staff will continue the organizational review and subsequent City Council action will seek to update the Table of Organization and Master Position Control to add "Firefighter/EMT" positions as well as seek approval to procure the necessary vehicles and equipment to implement the "Paramedic Rescue Squad" response model. Part of this process will address the general working title of Firefighter in our Table of Organization and Master Position Control that has been used for over 20 years to recruit Firefighter/Paramedic. The addition of the Firefighter/EMT position is to seperate both of these types of firefighter classifications.

It is estimated that procurement of the Paramedic Rescue Squad vehicles could cost more than $2.0 million -- which includes vehicles and necessary paramedic/rescue

equipment. The addition of the necessary Firefighter/EMT full-time positions could cost more than $1.8 million annually. Subsequent agenda reports will provide additional details and costing information for the vehicles/equipment and staffing required to implement a "Paramedic Rescue Squad" response model in the Montebello Fire Department.

BACKGROUND/DISCUSSION:

The Montebello Fire Department was established on June 20, 1922, and commissioned as a volunteer fire department, serving a community with a population of approximately 3,000 at that time. The Department opened its first fire station in a rented facility located at 309 West Whittier Boulevard. As the Department and City continued to grow, during the 1970s, the Department added its first team of Paramedics, and trained with the Los Angeles County Fire Department. These individuals, with additional training and medical equipment, were able to provide advanced life-saving treatment in the field prior to transporting a patient to a local hospital. In the early 2000's, fire leadership modified the delivery service, implementing a model known as "Medic Engines." These are Advanced Life Support (ALS) Assessment Engines plus the City's one Ladder Truck. This delivery/response change was intended to minimize the need to operate additional fire apparatus and vehicles. The "Medic Engines" model eliminated the use of the Fire Rescue Squads, and the Department started hiring only Firefighter/Paramedics, moving away from its traditional Firefighter/EMT position.

Today, the Department continues to operate three (3) fire stations and has three (3) ALS Engines and one (1) ALS/BLS Ladder Truck, serving a community with a population of 61,200 spread out over 8.33 square miles. The Department is an All-Risk agency providing structural and wildland fire suppression, advanced life support (paramedic) emergency medical care, vehicle and equipment extrication rescue, and hazardous materials response at a First Responder Operations level. The Department also provides non-emergency response, public education, and community outreach services to the community.

In 2022, the Department responded to 9,432 response calls for service. Emergency Medical Services (EMS) responses accounted for approximately 76% of calls, with Fire Suppression resulting in approximately 24% of the emergency calls. There has been a dramatic increase in EMS related responses in recent years, as well as a demand in specialty care, such as trauma (stabbing, gunshot wounds, head injuries), myocardial infarction, stroke, pediatric emergencies and mental health related issues.

Compounding this increase in EMS related calls, the City and its residents are facing the potential loss of a community Emergency Room (ER), with Beverly Hospital recently declaring Chapter 11 Bankruptcy. The potential loss of an ER and related healthcare services puts the community at risk and negatively impacts the ability of the Montebello Fire Department to transport EMS patients to a local hospital. Requiring Montebello Fire Personnel to transport to hospitals outside of city limits puts them out of service for longer periods of time, straining the City's emergency EMS and fire response services. Further the addition of new housing developments (ie. Metro Heights, Cesar Chavez) will impact our service delivery.

The Fire Department has been working with the Los Angeles County Department of Health Services (LACDHS), Paramedic Training Schools, Emergency Medical Providers, and other essential partners to assess the critical risks and medical and staffing needs facing the Department. The assesment includes conducting an internal assessment of operational responses and available resources, reviewing different service delivery models, and reviewing service area boundaries. This assesment will assist in gathering critical information to ensure the Department has the ability to provide effective and efficient emergency response, maximizes resources, reduces response time, and has the ability to return first-responder units to service as soon as possible. Moreover, the assesment will help prepare an infrastructure and framework approach designed to meet the emergency response demands of the next five years. The Department's 2023 Comprehensive Risk Assessment and Standards of Cover (CRA-SOC) Report has helped identify these future demands. The 2023 CRA-SOC Report provides an all-inclusive narrative regarding the Department's needs and growth opportunities.

As the City continues to develop and expand, so does the need for public safety services to congruently transition and evolve along with the City's fast-paced growth. The assessment process and 2023 CRA-SOC Report will assist in identifying and determining the quantity and types of emergency services that are required to protect the residents, businesses, infrastructure, and environment from potential hazards in the most effective manner possible. Identifying and prioritizing hazards that are present in a specific jurisdiction and understanding the potential consequences that human, economic, psychological and environmental impacts will have on the community can be assessed based on multiple factors, including the specific population served (density and demographics), local geography, specific local hazards both natural and human-caused, and current and proposed land use and urban developments.

Therefore, a need exists to implement an updated organizational regime that moves the Department from the "Medic Engine" response model currently in place to a response/staffing model that provides improved service and decreases "out of service" time. As part of the need to re-evaluate current EMS response, the Fire Department has identified "Fire Paramedic Rescue Squads" as a staffing/organizational model that will adequately address the EMS related public safety priorities of the community -- both today and into the future.

The updated staffing model includes re-structuring the Fire Department's organizational framework, increasing all-ranks staffing capacity by adding new positions (i.e., adding a "Firefighter/EMT" classification to the existing "Firefighter/Paramedic" classification currently identified as Firefighter on Table of Organization and Master Position Control), providing leading-edge training and upgrading facilities. In addition, updating the organizational response model to a "Fire Paramedic Rescue Squad" model requires the purchase and outfitting of Paramedic Rescue Squad vehicles.

Staff will continue working through the City's procurement process to identify the means and methods by which the required Paramedic Rescue Squads will be purchased. In addition, there will be changes to the Fire Department's table of organization, adding "Firefighter/EMT" positions. The procurement of the Squads and addition of positions --

along with related actions necessary to implement the new organizational response model -- will be presented at subsequent City Council meetings for review and action.

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:

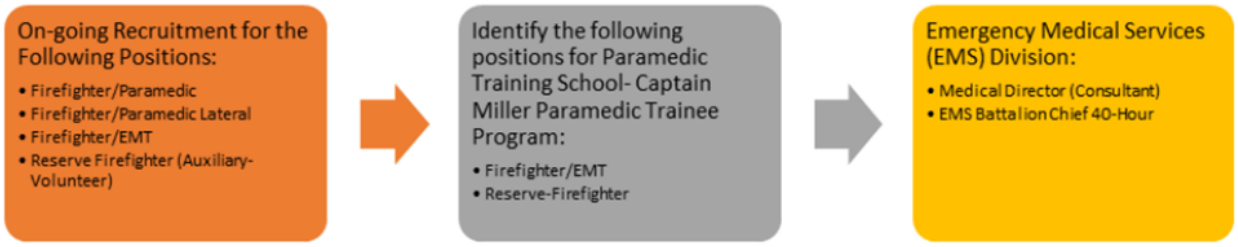
At subsequent City Council meetings, Staff will return with two separate items to amend the Table of Organization and Master Position Control and increase appropriations:

1) Action to recommend increasing full-time equivalent (FTE) positions in the "Firefighter/EMT" classification, which will include estimated costs for the additional positions and potential funding sources in addition to the general fund;

2) Action to procure the necessary Paramedic Rescue Squad vehicles, including an agreement authorizing the lending/leasing of a Rescue Squad from a partnering Fire Department.

The tentative timeline for implementation of the new "Paramedic Rescue Squad" staffing/organizational response model is August 2023. The ability of the Department to meet this timeline rests on the ability to procure/borrow one (1) Paramedic Rescue Squad vehicle and ensure sufficient staffing exists. Depending on the procurement process, additional Squads would be available to expand the organizational response model through 2023 and into 2024 (by September, 2024).

There is a comprehensive focus on hiring in order to fill vacancies in the Firefighter ranks, as outlined in the graphic below:



There are on-going recruitments for Firefigher/Paramedics as well as Firefighter/EMTs,

as well as reserve (volunteer) Firefighters. In addition, the Department is able to sponsor recruits through Paramedic Training School, utilizing funding from the Estate of Fire Captain George Miller. It should be noted that the move to a "Paramedic Rescue Squad" model also requires the filling of a Battalion Chief position, focused specifically on EMS oversight. In order to ensure the success of this updated staffing model, having a dedicated Battalion Chief position is necessary and essential. This position would not only ensure proper training and recruitment, but would represent the City at the County and other public and related EMS agencies.

The additional staffing resources (i.e., Firefighter/EMT) would provide much-needed operational infrastructure to support the Fire Department's overall strategic goals in the delivery of life safety and emergency rescue services to the community. The addtional Firefighter/EMT personnel would assist in minimizing impacts to fire resources responding to various emergencies in the community and help reduce "out of service" time of the City's emergency response units.

SUMMARY:

Staff is presenting the updated Emergency Medical Services (EMS) response model that will take form with subsequent City Council action amending the budget to acquire Paramedic Rescue Squad vehicles and add staffing in the "Firefighter/EMT" classification. Fire Department staff will refine its vehicle and equipment needs and present the procurement request at a subsequent City Council meeting. In addition, Staff will prepare and present for City Council review an amendment to the Table of Organization and Master Position Control to add "Firefighter/EMT' positions, as well as provide estimated costing for the new staff.

ATTACHMENT(S)

1. Patient Destination Reference No. 502

NEXT STEPS:

N/A

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

(EMT, PARAMEDIC, MICN)

SUBJECT: **PATIENT DESTINATION** REFERENCE NO. 502

PURPOSE: To ensure that 9-1-1 patients are transported to the most appropriate facility that is staffed, equipped, and prepared to administer emergency and/or definitive care appropriate to the needs of the patient.

AUTHORITY: Health and Safety Code, Division 2.5, Section 1797.220
California Administrative Code, Title 13, Section 1105 (c)

PRINCIPLES:

1. In the absence of decisive factors to the contrary, 9-1-1 patients shall be transported to the most accessible 9-1-1 receiving facility equipped, staffed, and prepared to receive emergency cases and administer emergency care appropriate to the needs of the patient.

2. The most accessible receiving (MAR) facility may or may not be the closest facility geographically. Transport personnel shall take into consideration traffic, weather conditions, or other factors that may influence transport time in identifying the most accessible facility.

3. The most appropriate receiving facility for a patient may be the health facility which is affiliated with their health plan. Depending upon the patient's chief complaint and medical history, it may be in the patient's best interest to be transported to their 'medical home', as defined by their health plan, personal physician, and/or medical records.

4. Patients shall not be transported to a medical facility that is on diversion due to internal disaster.

5. Notwithstanding any other provision of this reference, and in accordance with Ref. No. 503, Guidelines for Hospitals Requesting Diversion of ALS Patients, final authority for patient destination rests with the base hospital handling the call. Base hospitals shall honor diversion requests based on patient condition and available system resources. 9-1-1 patients shall ordinarily be transported to general acute care hospitals with a basic emergency department permit. Transport to other medical facilities (hospitals with a stand-by permit, clinics and other medical facilities approved by the EMS Agency) shall be performed only in accordance with this policy.

POLICY:

I. Transport of Patients by EMT Personnel

   A. EMT personnel shall transport 9-1-1 patients deemed stable and requiring only basic life support (BLS) to the MAR regardless of its diversion status (exception: Internal Disaster).

APPROVED: Cathy Chidester
Director, EMS Agency

Marianne Gausche-Hill, MD
Medical Director, EMS Agency

B. EMT personnel may honor patient requests to be transported to other than the MAR provided that the patient is deemed stable, requires basic life support measures only, and the ambulance is not unreasonably removed from its primary area of response. In order to facilitate this, EMT personnel may transfer care of a patient to another EMT team if necessary.

C. In life-threatening situations (e.g., unmanageable airway or uncontrollable hemorrhage) in which the estimated time of arrival (ETA) of the paramedics exceeds the ETA to the MAR, EMTs should exercise their clinical judgment as to whether it is in the patient's best interest to be transported prior to the arrival of paramedics.

D. EMT personnel may immediately transport hypotensive trauma patients with life-threatening, penetrating injuries to the torso to the closest trauma center, not the MAR, when the transport time is less than the estimated time of paramedic arrival. The transporting unit should make every effort to contact the receiving trauma center while in route.

II. Transport of Patients by Paramedic Personnel

A. Patients should be transported to the MAR unless:

1. The base hospital determines that another facility is more appropriate to meet the needs of the patient; or

2. The patient meets criteria or guidelines for transport to a specialty care center (i.e., Trauma Center, Pediatric Trauma Center, ST-Elevation Myocardial Infarction Receiving Center, Emergency Department Approved for Pediatrics, Pediatric Medical Center, Perinatal Center, Sexual Assault Response Team Center, or Designated Stroke Center);

3. The patient requests a specific hospital; and

a. The patient's condition is considered sufficiently stable to tolerate additional transport time; and

b. The requested hospital does not have a defined service area (see Section V of this policy); and

c. The requested hospital can provide services appropriate to the patient's chief complaint; and

d. The EMS provider has determined that such a transport would not unreasonably remove the unit from its primary area of response. If the provider is unable to honor the request, and the patient therefore refuses to be transported, the provider should attempt to arrange for alternate transportation (i.e., private ambulance), in order to assist patient with receiving necessary treatment.

4. The MAR has requested diversion of 9-1-1 patients requiring advanced life support (ALS) as specified in Ref. No. 503. ALS patients may be

directed to an alternate open facility provided:

a. The patient does not exhibit an unmanageable airway or uncontrolled hemorrhage.

b. The involved ALS unit estimates that it can reach an alternate facility within fifteen (15) minutes, Code 3, from the incident location. If there are no open facilities within this time frame, ALS patients shall be directed to the MAR, regardless of its diversion status (exception: Internal Disaster).

B. Paramedic personnel may transfer care of a patient to another paramedic team if necessary. If base hospital contact has been made, the initial paramedic team shall advise the base hospital that another paramedic team has assumed responsibility for the patient.

lll. Destination of Restrained Patients

A. Restrained patients shall be transported to the MAR within the guidelines of this policy. Allowable exceptions:

1. Patients without a medical complaint, with a 5150 order written by a designated Department of Mental Health Team, when transport to a psychiatric facility has been arranged.

2. A law enforcement request for transport to medical facilities other than the closest may be honored with base hospital concurrence.

IV. Transport to Hospitals or Medical Facilities that are Non 9-1-1 Receiving Facilities

A. Patient requests for transport to hospitals that are not 9-1-1 Receiving Facilities may be honored by EMT or paramedic personnel provided:

1. The patient, family, or private physician is made aware that the requested hospital is not a 9-1-1 receiving facility;

2. The Base hospital or EMS provider contacts the requested facility and ensures that the hospital has agreed to accept the patient;

3. If transport requires additional transport time, the patient's condition is considered sufficiently stable to tolerate and the EMS provider has determined that such a transport would not unreasonably remove the unit from its primary area of response

B. Other medical facilities approved on an individual basis by the EMS Agency:

9-1-1 patients may be transported to medical facilities other than hospitals (i.e., clinics, etc.) only when approved in advance by the EMS Agency.

V. Transport to Designated Service Area Facilities

A. Patients shall be transported by EMT or paramedic personnel to hospitals with a

designated service area whenever the incident location is within the hospital's defined service area (exception: diversion for Internal Disaster). In most instances, the service area hospital is also the MAR.

B. If a patient within the defined service area meets criteria or guidelines for a specialty care center, for care not provided by the service area hospital, this patient shall be transported to the appropriate specialty care center.

C. Patient requests for transport to a service area hospital when the incident location is outside the hospital's defined service area or inside the service area of another hospital, may be honored by:

1. EMT personnel if it is a BLS patient, the receiving hospital is contacted and agrees to accept the patient, and the transporting unit is not unreasonably removed from its primary response area.

2. Paramedic personnel if the base hospital is contacted and concurs that the patient's condition is sufficiently stable to permit the estimated transport time, the requested hospital agrees to accept the patient, and the transporting unit is not unreasonably removed from its primary response area. The receiving hospital may be contacted directly if the ALS unit is transporting a BLS patient.

CROSS REFERENCE:

Prehospital Care Manual:
Ref. No. 501, **Hospital Directory**
Ref. No. 503, **Guidelines for Hospitals Requesting Diversion of ALS Patients**
Ref. No. 504, **Trauma Patient Destination**
Ref. No. 506, **Trauma Triage**
Ref. No. 508, **Sexual Assault Patient Destination**
Ref. No. 508.1 **SART Center Roster**
Ref. No. 509, **Service Area Hospital**
Ref. No. 510, **Pediatric Patient Destination**
Ref. No. 511, **Perinatal Patient Destination**
Ref. No. 512, **Burn Patient Destination**
Ref. No. 513, **ST-Elevation Myocardial Infarction Patient Destination**
Ref. No. 516, **Cardiac Arrest Patient Destination**
Ref. No. 518, **Decompression Emergencies/Patient Destination**
Ref. No. 519, **Management of Multiple Casualty Incidents**
Ref. No. 521, **Stroke Patient Destination**
Ref. No. 526, **Behavioral/Psychiatric Crisis Patient Destination**
Ref. No. 528, **Intoxicated (Alcohol) Patient Destination**
Ref. No. 838**,** **Application of Patient Restraints**

ITEM # 11

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **ADOPT RESOLUTION NO. 23-58 TO ALLOW REIMBURSEMENT OF SOLAR PROJECT COSTS**

DATE: June 28, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-58 (Attachment A) allowing the reimbursement of project costs associated with the City Council approved solar project; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There are no direct fiscal impacts related to approval of this resolution. While the financing of the $15.270 million solar project is being finalized, some project related expenses have been advanced. Due to the need to pre-order certain materials, it was necessary to provide “mobilization payments” to acquire the material prior to the closing of financing. Approval of this reimbursement resolution will allow these advanced funds to be paid back with proceeds from the financing.

BACKGROUND/DISCUSSION:

The City Council approved a citywide solar panel installation project in January, 2023. Subsequent to this approval, City and ABS Solar finance and legal teams have been working together to finalize the myriad legal and financial documents necessary to fund the $15.270 million project. While the closing of financing progresses, it has been necessary for ABS to procure certain materials and equipment for the project prior to closing of the financing.

Mobilization and down payments have been made from available City funds in order to

procure materials – given the long lead time required to purchase certain photovoltaic related equipment, coupled with certain supply chain delays. The City will reimburse itself from the financed amount once those funds become available.

However, in order to do so, a reimbursement resolution must be approved. Specifically, "this resolution is adopted as official action of the Issuer in order to comply with Treasury Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of expenditures incurred prior to the date of issue of the Obligations…"

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve the attached reimbursement Resolution (Attachment A) to allow for the reimbursement of funds advanced to pay for certain solar project expenses.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-58 Intention to Use Tax-Exempt Obligation

NEXT STEPS:

N/A

RESOLUTION NO. 23-58

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA REGARDING ITS INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS

RECITALS

WHEREAS, the City Council of the City of Montebello (the "Issuer") desires to finance the acquisition of certain capital items, all as more fully described in Exhibit A attached hereto and incorporated herein (the "2023 Project").

WHEREAS, the Issuer intends to finance the 2023 Project or portions of the 2023 Project with the proceeds of the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes in one or more phases (the "**Obligations**").

WHEREAS, prior to the issuance of the Obligations the Issuer desires to incur certain expenditures with respect to the 2023 Project from available monies of the Issuer, which expenditures are desired to be reimbursed by the Issuer from a portion of the proceeds of the sale of the Obligations.

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

SECTION 1. The Issuer hereby states its intention and reasonably expects to reimburse 2023 Project costs incurred by the Issuer prior to the issuance of the Obligations with proceeds of the Obligations. Exhibit A describes either the general character, type, purpose, and function of the 2023 Project, or the fund or account from which Project costs are to be paid and the general functional purpose of the fund or account.

SECTION 2. The reasonably expected maximum principal amount of the Obligations is $15,270,852. The amount of proceeds of the Obligations reasonably expected to be allocated to expenditures to reimburse expenditures incurred prior to the issuance of the Obligations is $15,270,852.

SECTION 3. This resolution is being adopted not later than 60 days after the payment of the original expenditures (the "Expenditures Date or Dates").

SECTION 4. Except as described below, the expected date of issue of the Obligations will be within eighteen months of the later of the Expenditure Date or Dates and the date the 2023 Project is placed in service; provided, the reimbursement may not be made more than three years after the original expenditure is paid. For Obligations subject to the small issuer exception of Section 148(f)(4)(D) of the Internal Revenue Code, the "eighteen-month limit" of the

previous sentence is changed to “three years” and the limitation of the previous sentence beginning with “; provided, … ” is not applicable.

SECTION 5. Proceeds of the Obligations to be used to reimburse for 2023 Project costs are not expected to be used, within one year of reimbursement, directly or indirectly to pay debt service with respect to any obligation (other than to pay current debt service coming due within the next succeeding one year period on any tax-exempt obligation of the Issuer or a public agency member of the Issuer (other than the Obligations)) or to be held as a reasonably required reserve or replacement fund with respect to an obligation of the Issuer, a public agency member of the Issuer or any entity related in any manner to the Issuer, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

SECTION 6. This resolution is consistent with the budgetary and financial circumstances of the Issuer, or the public agency member of the Issuer receiving the reimbursement, as of the date hereof. No monies from sources other than the Obligation issue are, or are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer, such public agency member or any related party pursuant to their budget or financial policies with respect to the 2023 Project costs. To the best of our knowledge, this Issuer is not aware of the previous adoption of official intents by the Issuer that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 7. The limitations described in Section 3 and Section 4 do not apply to (a) costs of issuance of the Obligations, (b) an amount not in excess of the lesser of $100,000 or five percent (5%) of the proceeds of the Obligations, or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the 2023 Project for which the preliminary expenditures were incurred.

SECTION 8. This resolution is adopted as official action of the Issuer in order to comply with Treasury Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of expenditures incurred prior to the date of issue of the Obligations, is part of the Issuer's official proceedings, and will be available for inspection by the general public at the main administrative office of the Issuer.

SECTION 9. All the recitals in this Resolution are true and correct and this Issuer so finds, determines and represents.

SECTION 10. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 28th 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. 23-58 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 28th 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 – Description of 2023 Project

EXHIBIT A

DESCRIPTION OF 2023 PROJECT

ALLIANCE

Aquatic Center

Mechanical Systems

- Replace two existing older inefficient Raypak boilers of which one is not currently functioning. Parts from the nonfunctioning boiler have been used for parts to maintain the functionality of the single working boiler. The two new boilers will be high efficiency Lochinvar indirect pool boilers with an input of 1,999 MBH input each.
- The water filtration system and associated pool filtration controls will be replaced. In addition, a new pool cover will be installed to allow the pool to be covered in the off hours when the pool is closed. New pool gutter grates will be installed. The pool pumps will be receiving new bearings and sleaves.

Renewable Energy Systems

- Install a new carport mounted solar photovoltaic (PV) system. The system will be owned, operated, and maintained by the City. Refer to the Preliminary Solar Layouts Attachment for proposed system layouts. Final system layouts to be approved by the City after final design and coordination is complete. Refer to the Renewable Energy Systems Attachment for details on location, system size, and production.

Envelope Systems

- Re-roof the existing roof at the Aquatic Center. The current roof is inefficient, suffers from leaks and requires replacement. Installation will include removing the existing clay tiles around flat roof parapet walls. New plywood will be installed on parapet walls. New 1-inch dense insulation will be installed by mechanically fastening over the existing roofing and wood deck. New 45mil Burke Hypalon single-ply membrane will be installed by mechanically fastening over the new dense insulation. All existing sheet metal roof drain scuppers will be removed. All new overflow drains will be installed along with new downspouts being installed on the exterior walls. All wood decks will be inspected around roof drains will any damaged decking replaced as needed. All parapet walls will be roofed with Hypalon membrane. New clad or metal coping will be installed around upper-level parapet walls. Walk deck around roof access will be welded in place. All field seams and wall seams will be welded with heat guns. All clay roof tiles will be reinstalled back around parapet walls. All work will be performed within manufacturers specifications.

City Hall

Mechanical Systems

- Install a new 15-ton packaged heat pump unit to serve the hallway/atrium area of the building. This area historically was not served by HVAC. The installation is a turnkey installation to include mechanical, electrical, structural engineering along with start-up and commissioning for the new unit being installed. The new unit will have stand-alone controls only. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.

Renewable Energy Systems

- Install a new carport and rooftop mounted solar photovoltaic (PV) system. The system will be owned, operated, and maintained by the City. Refer to the Preliminary Solar Layouts Attachment for proposed system layouts. Final system layouts to be approved by the City after final design and coordination is complete. Refer to the Renewable Energy Systems Attachment for details on location, system size, and production.

Envelope Systems

- Re-roof the existing roof at the City Hall Upper Deck around new HVAC. The current roof is older and with the addition of the new HVAC a section will require reroofing. Area around the location of the new HVAC unit will be removed including area for the ducting, electrical and condensate drain penetrations. The area will have temporary waterproofing put in place around new duct locations for concrete saw cutting. An area with the dimensions of (10-ft x 16-ft) will be removed for the installation of a new AC roof curb to be installed by HVAC contractor. After the completion of the new AC roof curb and all new ducting, new tapered insulation will be installed including the installation of all necessary crickets around the HVAC platform for proper drainage. New fully adhered Burke Hypalon single-ply membrane will be installed over new areas to match existing. All new penetration will be roofed to meet manufacturers specifications. New wood supports and mats below all electrical and low voltage lines will be installed. New walk mats will be installed following the installation of the new HVAC around the unit(s) connected to the existing walkway. All field seams and curb seams will be welded with a heat gun. All necessary protection boards will be provided for the HVAC installation with a final inspection and any repairs made at the completion of the installation. All existing ducts will be waterproofed. All project debris will be removed. All work will be performed within manufacturers specifications.

Miscellaneous Improvements

- Make miscellaneous improvements to the men's and women's restrooms that are

located next to the city manager's office. Refer to the Miscellaneous Improvements Attachment for details.

Montebello Golf Course

Renewable Energy Systems

- Install a new carport and rooftop mounted solar photovoltaic (PV) system. The system will be owned, operated, and maintained by the City. Refer to the Preliminary Solar Layouts Attachment for proposed system layouts. Final system layouts to be approved by the City after final design and coordination is complete. Refer to the Renewable Energy Systems Attachment for details on location, system size, and production.

Transportation Facility

Mechanical Systems

- Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.
- Add new high efficiency split system HVAC units for the server room and the safety meeting room along with a new high efficiency packaged HVAC unit for the fire room. Installation will include turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.
- For the Mechanics Shower Room the existing make-up air unit and associated swamp cooler will be removed and replaced with a new high efficiency 7.5-ton packaged unit. The new unit will utilize 100% outside air as it provides heating and cooling to the space. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.
- The Mechanics Bay area will have four old existing exhaust fans that are no longer used removed and capped off.
- The Mechanics Bay area will have ten old existing tube heaters removed and replaced with ten new tube heaters equipped with new thermostats and timers.
- Maintenance Rooms will have the existing exhaust fan and supply fan removed and replaced with new balanced exhaust fan and supply fan.

- The Public Works space will have the old inefficient 20-ton rooftop mounted condensing unit replaced with a new like-sized high efficiency rooftop mounted condensing unit. The existing air handler will be retrofit with new heating and cooling coils, new TXVs, new blower motor equipped with a VFD and other ancillary improvements.
- The public works space on the east part of the building will have the men's/women's restroom exhaust fans removed and replaced.
- The Boiler Room will have the existing older Raypak heating hot water boiler replaced with a new high efficiency, like sized heating hot water boiler. In addition, the existing heating hot water pump will be replaced with a new high efficiency heating hot water pump.
- The Boiler Room will have the existing older domestic hot water heater replaced with a new high efficiency, like sized domestic hot water heater.

Control Systems

- Install a new Building Automation System (BAS) and managed network. The system will be a Tridium Niagara-4 licensed system to control 50 devices/2500 points. The work station will be a Dell All-In-One operator work station equipped with an Intel Denverton 4 Core processer with 32 GB DDR4 ECC Memory, 2 x 250GB SSD and 4 NIC Cards. Additional hardware includes 1 x Juniper Network SRX300 Fanless Service Gateway with VPN, Firewall and DHCP Server. 1 x Juniper Network EX2300-C Fanless 12 port switch along with 1 x Ixon VPN device tied to the new server/switch. The DDC controls will be for the following systems:
  - Distech ECY Controller(s) and/or I/O module(s) for one (1) multi-zone split system for eastside office area equipped with HHW system and multiple zones. Existing thermostats will be replaced with Distech Allure EC-Sensor-SO thermostats. Supply air static pressure sensors will be installed to allow the supply fan to modulate to maintain a constant set static pressure set-point. The VFD will be integrated into the BAS via BACnet.
  - Distech ECY Controller(s) and/or I/O module(s) for five (5) variable zone packaged AC units. Distech ECY-VAV DDC controllers with integrated damper actuator and and BACnet/IP communication for each Bypass damper.
  - Distech ECY-VAV DDC Controller(s) for each of the 23 variable air volume zones. There will be integrated damper actuator and BACnet/IP communication for each zone.
  - A BACnet thermostat will be installed for each of the packaged AC Units.
  - A BACnet thermostat will be installed for the heat pump serving the Fire Room.
  - A BACnet thermostat will be installed for each of the 5 split systems. The interconnect wiring between the fan coil and the condensing unit will be provided.

- A Distech ECY control panel and/or I/O module for the Mechanics Shower space to control the 100% OSA unit with associated exhaust fan system and the associated interlock between the two.

The new system will allow access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort.

Electrical Systems

- Replace select existing dry-type electrical transformers with new ultra-efficient K-rated units of similar size and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up and testing of the new installation. Refer to the Electrical Systems Attachment for specific equipment information and sizes.

Envelope Systems

- Re-roof the existing roof at the transportation facility. The current roof is inefficient, suffers from leaks and requires replacement. Installation will include cleaning and preparation of the existing roof, installation of new fully adhered TPO membrane / metal system, and all edging and flashing required to fully install the new roofing system. Refer to the Envelope Systems Attachment for specific areas and equipment information. In 4 locations new ladders for roof access will be installed. Also, in the area of the new HVAC for the Fire Room a new safety tie-off rail will be installed for fall protection.

Renewable Energy Systems

- Install a new carport and rooftop mounted solar photovoltaic (PV) system. The system will be owned, operated, and maintained by the City. Refer to the Preliminary Solar Layouts Attachment for proposed system layouts. Final system layouts to be approved by the City after final design and coordination is complete. Refer to the Renewable Energy Systems Attachment for details on location, system size, and production.

Youth Center

Renewable Energy Systems

- Install a new carport mounted solar photovoltaic (PV) system. The system will be owned, operated, and maintained by the City. Refer to the Preliminary Solar Layouts

Attachment for proposed system layouts. Final system layouts to be approved by the City after final design and coordination is complete. Refer to the Renewable Energy Systems Attachment for details on location, system size, and production.

City-Wide

Air Disinfection Systems

- Install Two Hundred and Eighty-Eight (288) new WellAir Protect 900 devices throughout the city to inactivate aerosolized viruses, bacteria, mold spores and pollen within the facilities. The system will be owned, operated, and maintained by the City. Refer to the Air Disinfection Systems Attachment for specific equipment information.

Scope of Work Exclusions:

1. Includes the recovery and disposal of removed units as per EPA guidelines.
2. Excludes temporary HVAC (cooling or heating) during construction.
3. Excludes air balancing of the existing ductwork.
4. Excludes identification and removal of any hazardous material (such as lead, mold and asbestos).
5. Excludes any specialty smoke detectors, fire alarm work or testing.
6. Excludes any existing electrical issues of power wiring.
7. Excludes any structural penetrations or reinforcement or engineering.
8. Excludes permit, plan check and utility fees.
9. Excludes concrete work of any kind.
10. Excludes modifications and upgrading of existing systems to current codes.
11. Excludes LEED Design, evaluation, calculations, or consulting on LEED documentation.
12. Excludes structural engineering, calculations, or modifications of any kind.
13. Assumes everything is up to code.
14. Excludes any unforeseen conditions.

City of Montebello
Cost Breakdown

ALLIANCE

Site	Mechanical & Controls	Electrical	Envelope	Renewable	Air Disinfection	Miscellaneous Improvements	Total
Transportation Facility	$ 4,412,232	$ 121,104	$ 3,962,756	$ 3,340,229	$ -	$ -	$ 11,836,321
City Hall	$ 436,815	$ -	$ 124,903	$ 4,100,335	$ -	$ 154,361	$ 4,816,414
Youth Center	$ -	$ -	$ -	$ 482,699	$ -	$ -	$ 482,699
Golf Course	$ -	$ -	$ -	$ 5,059,967	$ -	$ -	$ 5,059,967
Aquatic Center	$ 2,258,140	$ -	$ 391,816	$ 709,349	$ -	$ -	$ 3,359,305
City-Wide	$ -	$ -	$ -	$ -	$ 716,090	$ -	$ 716,090
Total	$ 7,107,187	$ 121,104	$ 4,479,475	$ 13,692,579	$ 716,090	$ 154,361	$ 26,270,796

ITEM # 12

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting 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 28, 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 Acting 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 has been included in the adopted 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 as shown in Attachment B. 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
2. Attachment B - Montebello Blvd - Lincoln to Los Angeles

NEXT STEPS:

N/A

City of Montebello

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”)

By: _____
Arlene Salazar, Assistant City Manager

ATTEST:

_____
Christopher Jimenez,
City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman,
City Attorney

MARK THOMAS
(the “Consultant”)

By: _____

ATTACHMENTS:

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

MARK THOMAS

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.

(949) 477-9000
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606

MARKTHOMAS.COM

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)

		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	Subconsultants: On Point Land Surveying, Inc.	Subconsultants: Sub Mark-Up 5%	TOTAL COST
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 Stgriping 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**

MARK THOMAS

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

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

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

Grant Writing Services

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

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

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

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

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.*

AKM

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

BOA Architecture
Government Services

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

400 E Rincon St, Ste 202
Corona, CA 92879

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

Classification	Rate
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.

WGZE
7812Edinger Avenue, Suite 302, Huntington Beach, CA 92647
T: 714-799-1700 | F: 714-333-4712 |www.wgze.com

Paving the Way Program

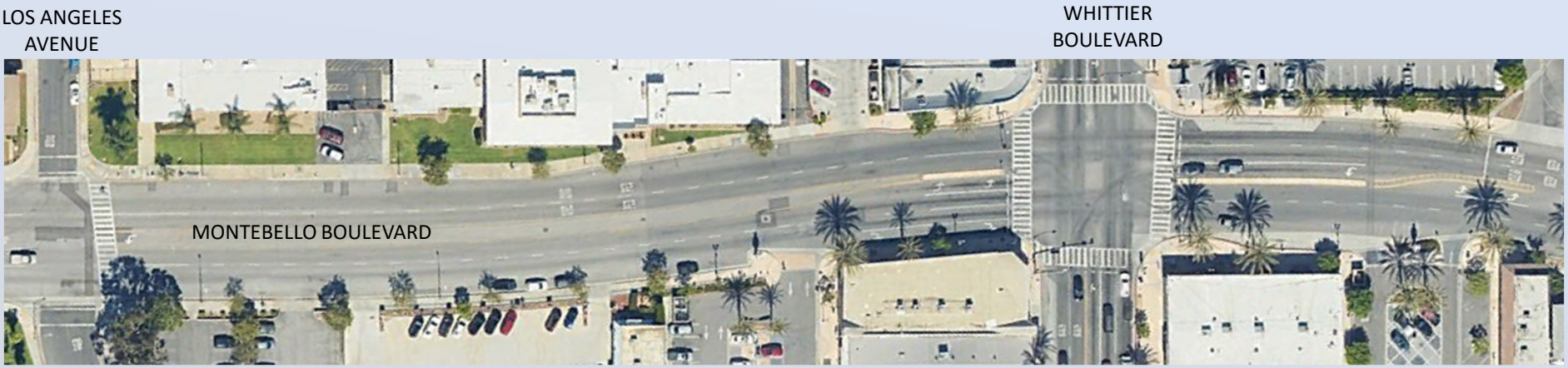
Montebello Boulevard -
West Los Angeles Avenue to Lincoln Avenue

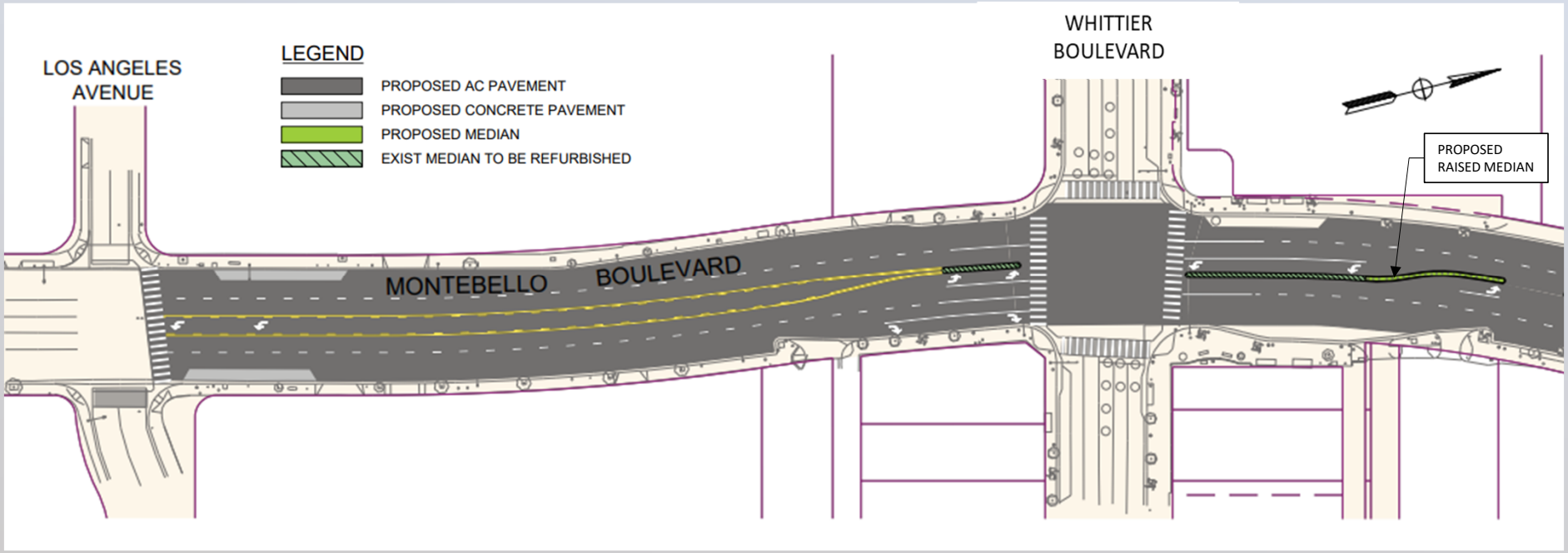






Proposed Median Planting & Refurbishment


LOS ANGELES AVENUE
WHITTIER BOULEVARD
MONTEBELLO BOULEVARD


LOS ANGELES AVENUE
LEGEND
PROPOSED AC PAVEMENT
PROPOSED CONCRETE PAVEMENT
PROPOSED MEDIAN
EXIST MEDIAN TO BE REFURBISHED
WHITTIER BOULEVARD
PROPOSED RAISED MEDIAN
MONTEBELLO BOULEVARD



MONTEBELLO BLVD & WHITTIER BLVD
LOOKING SOUTH



MONTEBELLO BLVD & WHITTIER BLVD - LOOKING NORTH



MONTEBELLO BVLD AT DOWNTOWN PLAZA


CLEVELAND AVENUE
PALM DRIVE
MONTEBELLO BLVD


CLEVELAND AVENUE
PALM DRIVE
LEGEND
PROPOSED AC PAVEMENT
PROPOSED CONCRETE PAVEMENT
PROPOSED MEDIAN
EXIST MEDIAN TO BE REFURBISHED
MATCH LINE SEE LEFT
MATCH LINE SEE RIGHT
MONTEBELLO BLVD



MONTEBELLO BLVD



MONTEBELLO BLVD

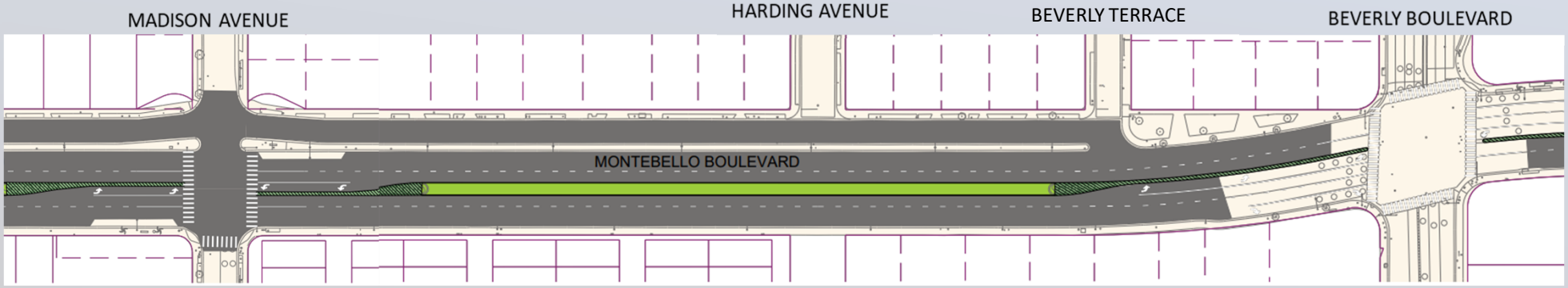


MONTEBELLO BLVD & CLEVELAND AVE



MONTEBELLO BLVD & PALM PL





LEGEND

- PROPOSED AC PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED MEDIAN
- EXIST MEDIAN TO BE REFURBISHED



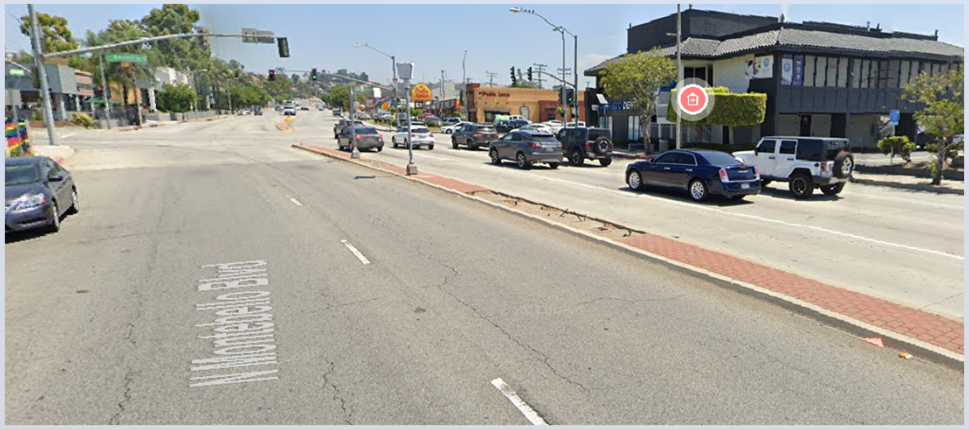
MONTEBELLO BLVD & MADISON AVE

MONTEBELLO BLVD & HARDING AVE

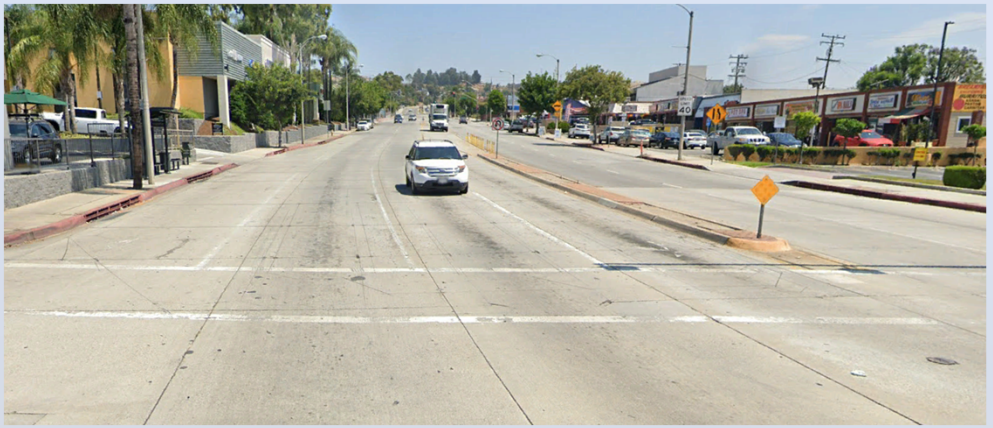




MONTEBELLO BLVD & BEVERLY TERRACE



MONTEBELLO BLVD & BEVERLY BLVD



MONTEBELLO BLVD & BEVERLY BLVD



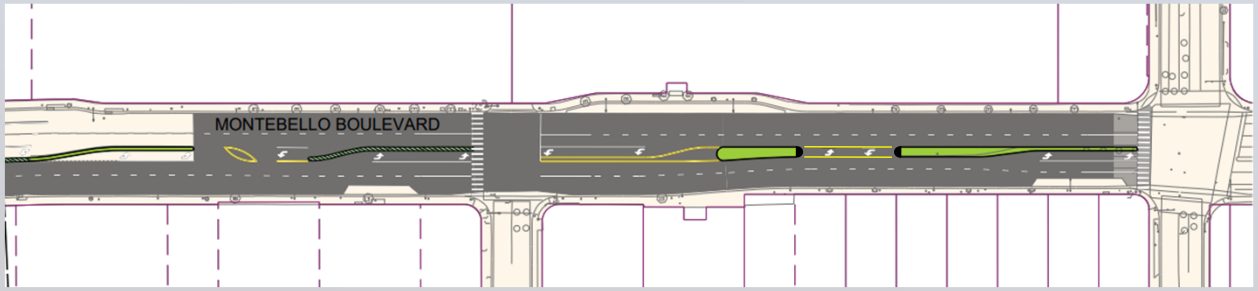
MONTEBELLO BLVD & BEVERLY BLVD

LINCOLN AVENUE



VICTORIA AVENUE

LINCOLN AVENUE





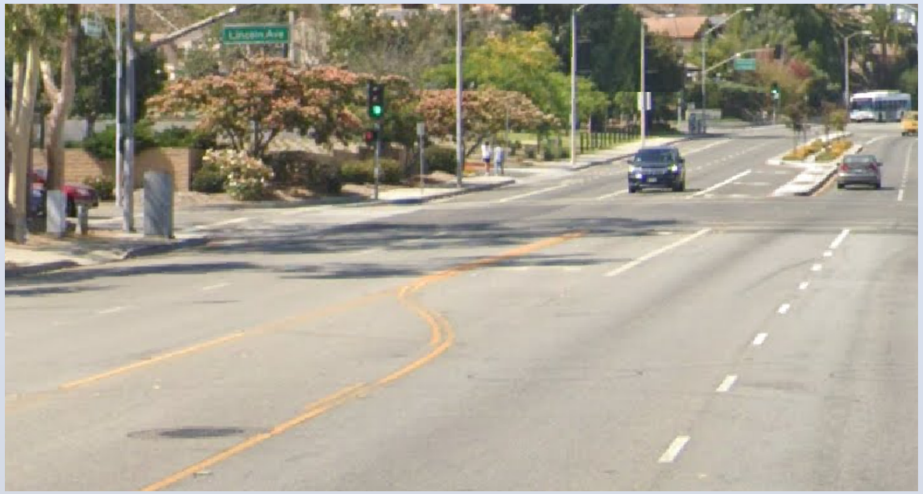
VICTORIA AVENUE

LEGEND

- PROPOSED AC PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED MEDIAN
- EXIST MEDIAN TO BE REFURBISHED



MONTEBELLO BLVD & VICTORIA AVE



MONTEBELLO BLVD & LINCOLN AVE



MONTEBELLO BLVD & LINCOLN AVE

ITEM # 13

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **ADOPT RESOLUTION 23-54 APPROVING PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SENATE BILL 1 (SB-1) THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

DATE: June 28, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution 23-54 (Attachment A) Approving Projects for Fiscal Year 2023-24 funded by Senate Bill 1 (SB-1) The Road Repair and Accountability Act of 2017;
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Based on the State Department of Finance's Local Streets and Roads May 2023 projected revenue estimate, the City of Montebello is expected to receive $1,518,690 from the Road Maintenance and Repair Accountability Act (RMRA) Funds. The proposed list of Projects for the Fiscal Year 2023-24 will be funded with RMRA Funds. The proposed capital improvement projects (CIP) for this fiscal year, new and carry-over projects, are included in the adopted Fiscal Year 2023-24 operating and capital improvement budgets. Approval of this Resolution does not require a budget amendment.

BACKGROUND/DISCUSSION:

On April 28, 2017 Governor Jerry Brown signed Senate Bill 1 (SB-1) (Beall, Chapter 5, Statures of 2017) which is known as the Road Maintenance and Repair Accountability Act ("RMRA") of 2017. The purpose of the RMRA is to rebuild California communities by addressing road maintenance rehabilitation and critical safety needs for state highways, local streets, and road systems using funds from increases in fuel excise taxes, diesel fuel sales taxes, and vehicle registration fee increases.

SB-1 has a Maintenance of Effort (MOE) requirement to ensure that these new roads

funds do not supplant existing levels of city general revenue spending on streets and roads. In order for cities to receive RMRA funds, the City must maintain General Fund spending for street, road, and highway purposes at no less than the average expenditures from Fiscal Years 2009-10, 2010-11, and 2011-12. The required MOE for Montebello is $2,438,124, which the City has met.

The use of RMRA local streets and roads funds is similar to Highway Users Tax Account (HUTA/Gas Tax) use rules. Pursuant to Streets and Highways Code Section 2030, RMRA local streets and roads allocations must be used for projects "that include, but are not limited to," the following: road maintenance and rehabilitation, safety projects, railroad grade separations, traffic control devices, complete street components, "including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project."

ENVIRONMENTAL:

N/A

ANALYSIS:

For a project to be considered for SB-1 funding, it must be listed and approved through adoption of a Resolution by the City Council. In addition to the adoption of the recommended Resolution, the projects listed must be included in the City's adopted budget and updated every year. As part of the approved Fiscal Year 2023-24 Capital Improvement Program (CIP) Budget, the following new and carry-over projects utilize SB-1 Funds:

1. Annual Street Resurfacing – HYRAP Streets Project (CIP 916)
2. Olympic Boulevard Complete Street Feasibility Study (CIP 905)

SUMMARY:

Staff is recommending that the City Council adopt Resolution No. 23-54 approving the List of Projects for Fiscal Year 2023-24 funded by Senate Bill 1 (SB-1) The Road Repair and Accountability Act of 2017. Upon adoption of the Resolution, staff will submit the project list to the California Transportation Commission.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-54

NEXT STEPS:

N/A

RESOLUTION NO. 23-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPTING A LIST OF PROJECTS FOR FY 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB-1 includes accountability and transparency provisions that will ensure the residents of the City of Montebello are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Montebello ("City") must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB-1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated one million five hundred eighteen thousand six hundred ninety dollars and zero cents ($1,518,690) in RMRA funding in Fiscal Year 2023-24 from SB-1; and

WHEREAS, this is the seventh year in which the City is receiving SB-1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB-1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used the 2021 Pavement Management System Update Report For the City of Montebello to develop the SB-1 project list to ensure The City optimizes the use of limited fiscal resources to develop cost-effective management strategies on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB-1 will help the City maintain and rehabilitate many streets and roads, and add active transportation infrastructure throughout the City this year and similar projects into the future; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in poor condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the City is afforded flexibility within the projects listed in a given year to make any necessary changes as priorities and needs may require, the City will make note of any changes to the proposed project list priorities in the annual Expenditure Report to the California Transportation Commission, and

WHEREAS, the SB-1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

SECTION 1. The City Council of the City of Montebello finds that:

(a) The foregoing recitals are true and correct.

SECTION 2. The City Council hereby adopts the following list of proposed projects to be funded in part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account Revenues:

1. Project Title**:** Annual Street Resurfacing – HYRAP (CIP 916)
   Project Description**:** The work will consist of pavement micro-grinding and other preparatory work followed by pavement resurfacing with a two-layered system. The bottom pavement is an Asphalt-Rubber Aggregate Membrane (ARAM) and is topped with the final layer of HYRAP asphalt pavement.
   Project Location:
   - Frankel Avenue from South Montebello Blvd to West of Montebello Blvd end of the street
   - North Findlay Avenue from Barr Avenue to West Pomona Boulevard
   - Via San Carlo from Via San Delarro to Via San Clemente
   - West Lincoln Avenue from North Maple Avenue to North Taylor Avenue

- South Park Avenue from West Colegrove Avenue to South of Colegrove Avenue end of the street.

Estimated Project Schedule:

- Design Start (08/2023) – Completion (12/2023)
- Construction Start (4/2024) – Completion (6/2024)

Estimated Useful Life:

- 10 to 20 years

2. Project Title: Olympic Boulevard Complete Street Feasibility Study – (CIP 905)
Project Description: Feasibility study for a complete street corridor enhancement project that will address traffic and pedestrian safety, implement active transportation facilities, maximize on-street parking in a high density community, enhance street landscaping with drought tolerant plants, and rehabilitate the pavement.
Project Location: Olympic Boulevard from Concourse Avenue to Montebello Boulevard.
Estimated Project Schedule:
   - Design Start (08/2023) – Completion (03/2024)

   Estimated Useful Life: 10 Years

SECTION 3. That the City Clerk shall certify to the adoption of this Resolution by the City Council, and shall thereupon be in full force and effect upon it execution.

APPROVED AND ADOPTED this 28th day of June 2023.

_____
David N. Torres, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-54 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 28th 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 # 14

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting 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 28, 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,

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.

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, Work, 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

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
2. Attachment B - Agr No. 3975 - IBE Digital
3. Attachment C - RFQ No. 21-1 for IT Upgrade
4. Attachment D - Proposals
5. Attachment E - Evaluation Sheets

NEXT STEPS:

N/A

Citywide Information Technology and Security Upgrade Project

ATTACHMENT A

FUND 325 FY 2022-23 Expendiures

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**		

PROFESSIONAL SERVICES AGREEMENT NO. 3975
WITH I Copy, Inc., DBA IBE Digital

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **Monday, June 13, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and I Copy, Inc., DBA IBE Digital (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 Information Technology Services to 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 scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. IBE Digital Master Agreement
3. 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. 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 Information Technology Services as set forth fully in the scope of work, as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the maximum Compensation of Four Million Seven Hundred Seventy Six Thousand and Seven Hundred Thirty Eight Dollars ($4,776,738) Year One (1). The following Four (4) years will be Nine Hundred Thousand Six Hundred Eighty Two Dollars ($900,682) for the first year with inflationary (Consumer Price Index) increases in subsequent years 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 (5) years from the Effective Date, unless terminated earlier as hereinafter provided.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product specifically created 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 which shall not be unreasonably withheld or delayed.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the material 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 material 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 thirty (30) days after the serving of such notice, such violation shall cease, be substantially cured, 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 thirty (30) 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. Neither Party may terminate this Agreement

for convenience.

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 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 arising out of or related to: (i) the use or transmission of CUSTOMER Data, (ii) the loss, theft, or misuse of passwords and/or login information used to access the Administrative Login or User Accounts, (iii) breach or intrusion of CUSTOMER's Equipment or Network due to CUSTOMER's security failure or failure to contract DEALER's Security Services, or (iv) violation of Regulatory Requirements applicable to CUSTOMER's business operations.

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 $2,000,000 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: GSklbar@cityofmontebello.com

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

SECTION 22. NOTICE.

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

If to CITY: City of Montebello
Attn: René Bobadilla, City Manager

1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email:rbobadilla@cityofmontebello.com

With a copy to: City of Montebello – Human Resources
Attn: Nicholas Razo, Director of Human Resources/IT
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 ext. 419
Email: nrazo@cityofmontebello.com

If to Consultant: I Copy, Inc., DBA IBE Digital
Attn: Ron Varing
11266 Monarch St STE B
Garden Grove, CA 92841
(562) 921-0202
sloan@ibedigital.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

René Bobadilla, City Manager

("CONSULTANT")

I Copy, Inc. DBA IBE Digital

Ron Varing, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Scope of Work (IBE Digital Proposals and Quotes)
- Exhibit B – Schedule of Compensation
- Exhibit C – IBE Digital MSA
- Exhibit D – Live Scan Fingerprinting Requirement

EXHIBIT "A"

Scope of Work

EXHIBIT "B"

Schedule of Compensation

City of Montebello - IT Infrastructure Estimated Schedule of Compensation

	Year 1	Year 2	Year 3	Year 4	Year 5
Hardware, Licensing & Deployment	$3,756,191.31	$534,509.46	$534,509.46 + CPI	Year 3 + CPI	Year 4 + CPI
Computer/Phone Upgrades	$ 729,475.05	$120,000.00	$120,000 + CPI	Year 3 + CPI	Year 4 + CPI
Support Services	$ 291,071.64	$246,171.65	$246,171.65 + CPI	Year 3 + CPI	Year 4 + CPI
Total	$4,776,738.00	$900,681.11	$900,681.11 + CPI	Year 3 + CPI	Year 4 + CPI

EXHIBIT "C"

IBE Digital Master Agreement

EXHIBIT "D"

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.

ibe digital

Managed Information Technology Services

for



All information enclosed within this document is confidential and may not be disseminated to any party other than the addressee without the express, written consent of IBE Digital

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1 Introduction

IBE Digital aims to maximize the City of Montebello's return on its technology investments by leveraging IBE's expertise and resources to proactively maintain, secure, and manage Montebello's systems. IBE will deliver proactive and preventive network and server management, troubleshooting and security, backed by documentation and planning.

2 Scope of Services

Server Management

IBE's Server Management Services provide proactive and preventative monitoring and management of a client's server environment. IBE leverages expertise in Windows and Linux OS, as well as advanced tools and methodologies to manage clients' server environments.

Monitoring

IBE monitors a client's infrastructure utilizing standard SNMP and WMI data collection.

Service	Service Element	Description
Server Management	Availability Monitoring	Essential monitoring to ensure server is reachable
	Hardware Monitoring	Identifies potential failing hardware components
	Health Monitoring	Ensuring resources are utilized effectively
	Event Log Monitoring	Helps to identify errors, problems, or security events
Application Monitoring	Synthetic Monitoring	Identifies slow website or application issues before a problem affects end-users or clients
	Performance Monitoring	Ensure applications launch quickly and respond as expected
	Database Monitoring	Assesses the database availability, performance and functionality
Storage Monitoring	Availability Monitoring	Essential monitoring to ensure storage device is reachable
	Health Monitoring	Ensuring storage resources are utilized effectively
	Hardware Monitoring	Identifies potential failing storage hardware components
	Performance Monitoring	Measures storage efficiency, capacity, IO and energy consumption

Preventative Maintenance

The following preventive maintenance service elements are executed based on predefined schedule.

Security Patch Management

IBE provides server patch management services for supported Operating Systems to maintain a client's server environment and proactively combat security issues. Patches are tested and installed via an automated platform, deploying software patches and updates to client supported devices based on each client's predefined scheduled Management

- Patch Testing: Windows OS Monthly Critical and Security Patches are tested by IBE utilizing IT best practices prior to installation. During testing, patches are rated as Whitelisted or Blacklisted Whitelisted Patches will be installed by default for all clients at an agreed based on each client's

predefined schedule Blacklisted Patches will not be installed. Linux OS Critical and Security Patches are also tested, however, require client approval prior to installation.

- Patch Schedules: The installation of approved server patches will be scheduled via IBE's default patch schedule. Custom patch schedules can be requested during device onboarding or via a Service Request.
- Post-Patch Reviews & Reboots: Devices will be rebooted following any patch that requires a reboot. Post-reboot, IBE will perform Post-Patch Reviews for client supported servers.
- Patch Failure Remediation: IBE provides incident remediation when a patch fails to install on client supported servers.

Endpoint Security

IBE's Endpoint Security services are required for all client supported devices. An Endpoint Security agent will be installed and configured during onboarding or via a Service Request.

24/7 Alert/Incident Remediation

IBE will remotely troubleshoot and remediate issues and alerts generated from the existing configurations on the server.

Standard Operating Procedures (SOPs)

IBE leverages pre-defined Standard Operations Procedures (SOPs).

- Incoming alerts will be initially validated to identify false alerts or alerts where no action is required
- Incidents are created for actionable alerts and any documented Standard Operating Procedures will be executed by NOC Level 1 engineers
- If a NOC L1 engineer is not able to remediate, the incident will be escalated to a NOC L2 engineer for further troubleshooting and remediation.

Incident Response

IBE will perform incident response based on SLO service delivery model. Clients are required to inform IBE of any device additions/removals or changes to the supported client servers or the network environment. The following table describes the priority levels associated with incidents. NOC alert activities are logged and tracked.

Priority	Response SLO (Business Hours)	Response SLO (After Business hours)	Resolution SLO*	Measured
P1: Critical	15 minutes	30 minutes	85% of incidents resolved in 24 hours	Quarterly
P2: High	2 hours	2 hours	85% of incidents resolved in 72 hours	Quarterly
P3: Medium	4 hours	4 hours	85% of incidents resolved in 120 hours	Quarterly
P4: Low	8 hours	12 hours	85% of incidents resolved in 160 hours	Quarterly

Resolution SLO timer is paused for the following:

- Incident status changes from *Handed-over to SP, Client, On Hold, Under Observation, Work Around,* or *Resolved*
- Incidents escalated for vendor, hardware, or ISP support

Secure Remote Access (SRA)
IBE leverages secure remote access supported client devices, enabling a safe and secure platform to perform standard operating procedures (SOPs) and advanced troubleshooting services. The SRA service provides privileged access without the need of a VPN, utilizing multi-factor authentication while fulfilling various compliance requirements with comprehensive audit trails and session forensics.

Vendor Technical Support
IBE will contact Microsoft's technical support to further remediate issues identified by NOC engineers.

- IBE requires that valid support contracts to be provided by clients for all Windows OS managed servers
- Clients are required to authorize IBE to act on their behalf when coordinating with vendor technical support

Hardware Vendor Escalations and Follow-ups
IBE will contact various hardware vendors for support in the event of a managed server hardware failure. An incident will be created with the vendor to identify the problem and possibly coordinate the replacement of the server or the faulty part where applicable.

- IBE requires that valid hardware support contracts be provided by clients for all Windows OS managed servers
- Clients are required to authorize IBE to act on their behalf when coordinating with hardware technical support

Reporting/Administration
IBE Server Management Services provide clients with a continual view of their Server performance and availability. Clients can generate on-demand reports from the portal, including:

- Server Health Reports
- Inventory of Supported Assets/ Devices
- Security Patch Management Updates
- Executive Summary Reports (*monthly*)

Service Requests (SRs)
Clients can submit Service Requests (SRs) within the client portal or via their account team. SRs are utilized for changes or modifications to a client's devices, sometimes referred to as Moves, Adds, and Changes (MACs). SRs can also be used to notify IBE of various infrastructure or service changes, allowing a better service experience.

Following are examples of Service Requests:

- Addition or Removal of Devices/Services
- Device/ Service Password Changes
- Registry/Changes
- Group Policy Creation and Edits

Network Device Management

IBE's Network Device Management Service proactively monitors and alerts a client's network infrastructure. Industry standard monitoring checks availability, performance, interface issues and hardware errors of

network devices. The Network Operations Center (NOC) leverages advanced and certified networking expertise, tools and methodologies to minimize network outages and business continuity within a client's environment.

Entitlements	Switches	Routers	Firewalls	WAPs
Monitor network infrastructure 24/7	✓	✓	✓	✓
Alert validation and escalation	✓	✓	✓	✓
Standard Operating Procedure (SOP)based initial remediation	✓	✓	✓	✓
Executive dashboard (web portal), on-demand, weekly and monthly reports	✓	✓	✓	✓
Telco and/or ISP vendor escalations	✗	✓	✓	✗
Troubleshooting and full remediation	✓	✓	✓	✓
Critical incident root cause analysis	✓	✓	✓	✓
Vendor tech support for further troubleshooting and full resolution *	✓	✓	✓	✓
Hardware vendor coordination forhardware failures *	✓	✓	✓	✓
Configuration backup of network devices	✓	✓	✓	✗
Firmware Upgrades as Required	✓	✓	✓	✗
Move, Add and Changes (MACs) andService Requests (SRs)	✓	✓	✓	✓

** Must have valid maintenance/support agreement with vendor for network devices*

[redacted]

Switches, Routers, and Firewall/ Network Security Monitoring	
Device Availability	Up/Down
Device Health	CPU and Memory utilization
Interface Status	Up/Down
Interface Performance	Utilization, and In/Out Traffic Rate
Device Health	Error and Discard Rate, CRC and Collision Errors
Buffer Usage	Small, Medium, Large, and XL buffer utilization and failures
VPN	IKE and IPsec Tunnel Availability
Hardware Monitoring	Disk, Memory Modules, Chassis Temperature, Fan, Power, and Voltage Status

Wireless Access Points/ Controllers Monitoring	
Device Availability	Availability
Access Point Performance	Client Statistics
Network Health	Load, Interference, Noise and Coverage Status
Interface Performance	Utilization, In/Out Traffic Rate
Device Health	Error and Discard Rate, CRC and Collision Errors
Buffer Usage	Small, Medium, Large and XL buffer utilization and failures
VPN	IKE and IPsec Tunnel Availability
Hardware Monitoring	Disk, Memory Modules, Chassis Temperature, Fan, Power, and Voltage Status

24x7 Alert/ Incident Remediation

IBE will remotely troubleshoot and remediate issues and alerts generated from the existing configurations of the network devices.

Incident Response

IBE will perform incident response based on SLO service delivery model. Clients are required to inform us of any device additions/removals or changes to the supported client servers or the network environment. NOC alert activities are logged and tracked.

Hardware Vendor Escalations and Follow-ups

IBE will contact various hardware vendors for support in the event of a managed device hardware failure. An incident will be created with the vendor to identify the problem and potentially coordinate the replacement of the device, or the faulty part, where applicable.

- IBE recommends that valid hardware support contracts should be maintained by clients for all managed devices
- Clients are required to authorize us to act on their behalf when coordinating with hardware technical support
- Clients must have a valid vendor maintenance/support contract for the impacted device

Telco or ISP Vendor Escalations and Follow-up
IBE will support Telco or ISP vendor escalations for Internet, leased lines, or MPLS circuits in the event of link down, high-latency, or high-interface errors. IBE will create incidents with the solution provider.

Configuration Backup
IBE will provide periodic configuration backup of network devices along with a difference report between any two revisions of configuration. IBE will conduct a backup of network device configuration every 15 days or on any change in device configuration. IBE will maintain a copy of the configuration.

Reporting/Administration
IBE Network Device Management Services provide clients with a continual view of their Network Device performance and availability.

Clients can generate on-demand reports from the portal, including:

- Network health reports
- Inventory reports
- Problem management reports
- Executive summary reports (monthly)
- Executive report (monthly)

Service Requests (SRs)
Clients can submit Service Requests (SRs) to us within the client portal or via their account team. SRs are utilized for changes or modifications to a client's devices, sometimes referred to as Moves, Adds, and Changes (MACs). SRs can also be used to notify IBE of various infrastructure or service changes, ensuring a better service experience.

Following are examples of SRs:

- VPN user related MAC requests
- Parameter tuning of existing VPN tunnels
- SSID changes on WAP device
- Device configuration restore in case of misconfigurations or failed device replacement
- Upgrade of firmware for fixing security issues
- Configuration change requests (NAT, rules, VLANs, routes, access)
- Configuring VPNs (e.g. SSL VPN), site-to-site, remote access
- On-demand bandwidth control requests or as part of remediation
- Allow or deny IP and ports

Storage Device Monitoring

IBE Digital's data protection for servers will provide the City of Montebello data backup and disaster recovery of its server environment.

Backup

IBE protects servers, data, and applications through the use of agent or agentless backup technologies. There is no protection or restore advantage/disadvantage to one technology over the other.

Onsite Backup Frequency

Our standard onsite backup frequency and retention policies are as follows:

- Backup every night starting at 10:00 PM everyday
- Keep daily local backups for 30 days

Offsite Backup Frequency and Retention

Our standard offsite backup frequency and retention polies are as follows:

- Replicate backups to the cloud every backup
- Keep daily offsite backups for 7 days

Restore

The option to restore data, applications, and/or full servers are dependent on the operating system and infrastructure available during both the backup and restore periods.

Managed Security Services

IBE employs industry-leading measures to build a comprehensive security strategy that encompasses systems implementation, testing, monitoring, vulnerability management, and compliance.

SIEM (Security Information and Event Management)

IBE's SIEM solutions provide organizations visibility and insight into relevant risk levels by enumerating anomalies and deviations from typical behavioral patterns and taking appropriate action. This service collects, analyzes and stores log data from networks, servers and critical applications. Our SIEM solution includes a dedicated SOC (security operations center) that works together to fully protect your business 24/7/365.

- Reporting
- Alerting
- Incident Guidance and Escalation
- Security Event Monitoring

Managed Vulnerability Scan Service

IBE's Managed Vulnerability Scan service can provide your organization with accurate information on vulnerabilities that exist in your environment. IBE's service will automatically scan your external and/or internal network on a monthly basis for new vulnerabilities and provides access to detailed reports and remediation recommendations.

- Automated Monthly Vulnerability Scans
- Reporting
- Monthly Scan Notices
- Web-based Portal

Managed Security Awareness Training

IBE's Security Awareness Training Service provides proactive education, training and testing services for clients end users. IBE leverages expertise in security and compliance, as well as training tools and methodologies to manage security awareness training.

- Monthly Phishing Tests
- Quarterly Training Campaigns
- Security Hints & Tips
- Reporting
- Web-based Management Portal
- Quarterly Executive Review

3 TRANSITION PROCESS

IBE Digital will provide transition support services upon Client's execution of this Schedule of Services, as Client's environment is documented, monitoring systems are deployed, and Client specific support procedures are put in the place.

- A kick-off meeting will be held to introduce the details of the Client support model and to officially begin the startup phase.
- Client's support team will include Service Delivery Engineers, their managers, an Account Manager, a Project Coordinator, and a representative from Operations.
- The environment will be fully documented in an electronic guidebook, which will be available in the Client Portal.
- Remote monitoring is set up for key network elements by our Managed Services team. The Service Desk then monitors these network elements. The Service Desk operates 24 hours a day and performs round-the-clock monitoring of critical devices and applications with alarm conditions being validated, remediated, and escalated to Montebello's service delivery team as needed.
- Support is available to the Client upon completion of Nutanix data center project.

4 Services Not Included

Services not specifically defined are excluded, such as, but not limited to the following. These services may be available as separately billed projects.

- Programming and Line of business application support
- Software and hardware upgrades, cabling
- Home or private network troubleshooting
- Audio/visual support (projectors, TVs, etc.)
- New application, computer, or peripheral installations
- IBE Digital does not provide hardware repair and recommends Client uses warranty or vendor repair services

- Customizations to monitoring servicing templates are subject to review and acceptance by IBE
- Managed level support for Windows operating systems and network devices depends on the product and support life cycle
- All client custom SOPs are subject to review and acceptance by IBE
- Provisioning, deployment, configuration, changes, decommission, or migrations of servers and/or infrastructure items
- Site architecture, design, or re-design of network device infrastructure, including but not limited to data flow to remote offices or branches

5 System Requirements

The full and effective operation of IBE Digital's service delivery tools and processes depend on the following system requirements being met. Requirements that are not met may affect system stability and the ability for IBE Digital to resolve issues promptly.

- Servers:
  - Servers must be from a major brand (Dell, Cisco, HP, IBM, Lenovo, etc.)
  - Servers must be under current manufacturer hardware warranty or manufacturer hardware maintenance contract
  - Servers must have an appropriate amount of memory for the applications to function properly
  - Hardware Management Cards for servers must be installed and licensed fully
  - Servers must be connected to a managed/smart UPS backup
- Firewall:
  - Firewalls must be from a major brand (Cisco, Fortinet, SonicWall, etc.)
  - Firewalls must be a current/supported model
  - Firewalls must be under manufacturer warranty
  - Firewalls must have relevant support contracts
  - Firewalls must have a static public IP address
- Support will not be provided for any operating system, application, or device that is beyond the manufacturer's published End of Support date.
- Ethernet cabling must be Category 5E or higher and be properly grounded and bonded.
- Suitable power surge protection must be installed for all critical systems.
- All systems must be backed up using an industry-standard backup solution.
- Room temperature must be maintained for servers and network devices according to manufacturers' specifications.
- All Client servers and computers must be covered under the Schedule of Services unless specifically agreed to therein.

6 Client Requirements

Client agrees to:

- Implement safe browsing and safe email procedures and best practices. No anti-virus solution is foolproof, and Client's systems are not guaranteed to be virus free by using any anti-virus solution.
- Provide IBE Digital remote access to all supported devices to allow technical issues to be resolved.
- Notify IBE Digital via Service Ticket twenty-four (24) hours or more prior to any significant proposed device changes for non-system down issues to allow IBE Digital to review prior to any changes occurring.
- Own genuine user or device licenses for every operating system and application installed and to maintain records of all software media with CD-keys, serial numbers and unlock codes.
- Own valid maintenance contracts for all software and devices and to designate IBE Digital as an authorized agent of Client under those contracts.
- Maintain third party software support contracts for all line-of-business applications to address end-user support, updates and upgrades, or to maintain expertise internally by Client's staff.
- Designate a primary point of contact or contacts to interact with the Help Desk to avoid multiple tickets being generated for the same issue and to perform simple, guided on-site tasks.
- Plan for the upgrade of any device, operating system or application that is scheduled to become end-of-support by its manufacturer.

7 Service Level Objectives

IBE Digital will use commercially reasonable efforts to maintain satisfactory uptime and availability for all supported devices and to respond and escalate all reactive support according to the support response processes identified below. System availability may be affected by reasons beyond IBE Digital's control including:

- Defects and malfunctions of devices, operating systems or applications
- Client changes to devices, operating systems or applications
- Reprioritization of tasks by Client
- Problems resulting from actions or inactions of Client contrary to IBE Digital's reasonable recommendations
- Loss of power or Internet connectivity.

8 Support Response Process

For each selected service, IBE Digital will perform reactive services in accordance with its problem prioritization, management and escalation processes. A Service Ticket in IBE Digital's systems will be used to track and document each service level incident. Remote Support Center target time to answer new calls 24 hours a day is within 2 minutes.

Clients may request support by phone, e-mail or online chat. The following is a list of service delivery procedures by source of their request:

- Phone: Used to report high impact incidents. Incidents reported by phone are addressed immediately.
- E-mail: Used to report medium and low impact incidents that do not require immediate attention. Incidents submitted through e-mail are assigned to an engineer within one business day.
- Online Chat: Used to report high impact incidents. Incidents reported by phone are addressed immediately.

9 Schedule of Services

The following detail provides a breakdown of the services and fees for 24/7 managed services and managed security services. The proposed service period will commence upon receipt of Purchase Order and conclude 60 months after.

IT Managed Services

Description	Units	Qty
Supported Servers, 24 x 7	Servers	44
Supported Network Devices	Type III & IV Network Devices	62
Supported Storage Devices	Storage Devices	1

IT Security Services

Description	Units	Qty
E-mail Protection	Mailboxes	980
Managed Vulnerability Scans	IP Blocks	1
Managed Security Awareness Training	Users	463
SIEM Level 3	NA	1

Rate:

Initial Monthly Fee: $19,916.80/Mos

Sourcewell Contract No. 030321-Kon

Additional Fee Details

- Monthly support fee for additional supported Servers: $169
- Monthly support fee for additional supported networked devices type III & IV: $70
- Annual Inflationary (Consumer Price Index) increases
- The support fee for additions may change if the supported environment changes significantly
- Additional charges may apply for the recovery of devices from virus infections if Client fails to follow IBE Digital's reasonable security recommendations.

10 Terms and Conditions of Service

By executing this Schedule of Services, Client agrees to purchase the services designated above and further agrees that the services shall be subject to the following Terms and Conditions of Service.

1. Fees and Payment: Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. Client shall be responsible for all applicable taxes arising from the services. IBE Digital may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Undisputed invoices not paid by the due date may be subject to a monthly service charge which is the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by law.

2. Limited Warranty: (a) IBE Digital warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. IBE Digital sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for IBE Digital to re-perform any deficient services, or, if IBE Digital is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. IBE Digital shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.

(b) THIS SECTION 2 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY IBE DIGITAL. IBE DIGITAL MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY IBE DIGITAL HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

3. COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this Schedule and for twelve (12) months thereafter, if either party retains the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars ($50,000).

4. **LIMITATION OF LIABILITY: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. IBE DIGITAL SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. (B). EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IBE DIGITAL'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SCHEDULE, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO IBE DIGITAL FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.**

5. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by IBE Digital shall be deemed Confidential Information and proprietary information of IBE Digital without any marking or further designation. Client may use such information solely for its own internal business purposes. IBE Digital shall retain all rights to the aforementioned, which shall be returned to IBE Digital upon termination of the applicable Schedule. (c) IBE Digital shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

6. Independent Contractor: IBE Digital and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

7. Assignment: This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.
8. Complete Understanding; Modification: This Schedule shall constitute the full and complete understanding and agreement between Client and IBE Digital and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.
9. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Schedule shall continue in full force and effect.
10. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.
11. Counterparts. This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

By executing this Schedule of Services, Client agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

City of Montebello
Signature:

Name:
Title:
Date:

IBE Digital
Signature:

Name: Ronald Varing
Title: President
Date: 06/13/2022

Statement of Work
Nutanix Installation and Deployment
for

All information enclosed within this document is confidential and may not be disseminated to any party other than the addressee without the express, written consent of IBE Digital

2022 IBE DIGITAL

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1 Overview

The purpose of this Statement of Work is to outline the path that will enable IBE Digital, to commence and deliver a professional services engagement for the City of Montebello. This Statement of Work is based on the initial scope of work but is not a detailed project plan. A project plan will be created and managed by the technical resources assigned to the project once the Statement of Work has been approved.

2 Background

IBE Digital performed an in-depth assessment of the City of Montebello's IT infrastructure which revealed various risk throughout the aged environment. In response IBE Digital is recommending a holistic solution within the NIST-800-171 framework that will secure the environment and enable efficient uninterrupted access to the City's resources.

Risks Found during Assessment:

- No written documentation for backup and restore procedures.
- No recovery point objective (RPO) or recovery time objective (RTO).
- No disaster recovery (DR) plan.
- Lack of business continuity (BC) plan.
- DR/BC has not been configured to be an automatic process.
- Majority of network, server, storage infrastructure has gone end-of-life and end-of-support meaning they are no longer receiving security updates thus putting the city at risk.
- Limited alerting, monitoring and logging. Poor deployment of current in-use solutions. Multiple security risks found.
- Poor documentation of current environment. Lack of checklists/documentation for on-boarding and off-boarding. Lack of I.T. equipment profiles for each role. Lack of documentation for line-of-business applications and systems.

Solution Overview:

- Consolidate and simplify server and storage infrastructure with Nutanix's hyper-converged infrastructure.
- XiLeap Disaster Recovery and Business Continuity solution to ensure easy-failover and continuous availability of city resources.
- Citrix remote access solution.
- New Aruba switching to replace the city's end-of-life and end-of-support infrastructure.
- Aruba ClearPass network access control suite.
- Multi-factor authentication and single sign on.
- Veeam immutable local and cloud-replicated backups.
- Documentation for each application ecosystem.
- Disaster recovery and business continuity runbook will be generated which can be followed by any layperson, ensuring full continuity from systems to personnel.

3 Assumptions

Standard project deployment assumptions:

- The Project will include, but not be limited to the following:
  - Definition of project/estimated costs
  - Project prerequisites, should they apply
  - Project implementation
  - Project management/documentation
  - Procurement of required materials
- During the procurement process, IBE can assist by expediting the delivery of equipment and standardizing billing for all costs associated with this project. All procurement pricing included in this Statement of Work is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.
- Client understands that service interruptions may occur throughout the course of the project. IBE will make reasonable efforts to forewarn personnel so they may prepare.
- Access to the physical space, server and services will be made available during normal business hours.
- Access to all employees and their equipment affected by the project will be made available during normal business hours.
- After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.
- IBE is not responsible for the following:
  - Removing boxes or shipping materials
  - Disposing of or transporting IT equipment
- Any items not specifically addressed by this Statement of Work will be addressed by a mutually agreed change order.

Assumptions specific to this project:

- Client is responsible for obtaining technical support, media, and licensing from all 3rd-party application vendors.
- While IBE will make a best effort attempt to coordinate with 3rd party vendors, Client is responsible to ensure cooperation of other parties that will participate in this initiative.
- Costs related to delays by the Client or 3rd party vendors, that occur after a mutually agreed upon schedule by all parties, are not included in this quote. Work that has been scheduled and is missed, by either the client or a third-party, with less than one-hour notice will be billed in full if Time & Materials or may be included in a change order if Fixed Price.
- Services are quoted using IBE approved designs, and assumes that customer is utilizing recommended hardware, software, and configuration best practices to support new and existing systems. Unknown, unapproved, or unsupported hardware and software will be serviced with a best-effort approach, and any additional time and/or materials needed to provide a complete solution will be quoted in project Change Order.

- All systems within the scope of this engagement must be in proper working order. Steps taken to remediate systems not in a 'healthy' state will be considered outside the scope of the engagement.
- Any system(s) being affected by the project have adequate backup and restoration capabilities and the appropriate precautions have been taken.
- All necessary security clearance, access, parking, passwords, and technical resources are provided without delay during the Engagement.
- Access to power and physical facilities, wiring, cable space, cabinet, and shelf or rack space are available for all equipment within the scope of this project.
- Client is responsible for providing a single point of contact for project coordination with IBE.
- Client is responsible for providing timely clarification and resolution regarding the integrity of data/information supplied to IBE.
- If the information presented to IBE is found to be inaccurate, we reserve the right to initiate a change order to account for the extra services not incorporated into the proposal.
- IBE is not responsible for 3rd party application functionality. Industry leading tools will be used but the success of such tools is dependent on many variables outside IBE's control.

4 Project Deliverables

NETWORK DEPLOYMENT

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

NUTANIX DEPLOYMENT

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

VEEAM BACKUP AND REPLICATION

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Summary Pre-Project Tasks

- Project Planning
- Procurement
- Ensure equipment arrival
- Initial project kick-off

[redacted]

5 Pricing

Cost Breakdown	Price
Professional Services	$82,394
Fixed Fee Project	
Hardware /Software	$672,551.71
See Quote 40105 for detail	
Total Project Cost	$754,945.71

Sourcewell Contract # 030321-KON

6 Terms and Conditions of Service

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1. Fees and Payment: Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. Client shall be responsible for all applicable taxes arising from the services. IBE Digital may suspend service if Client has failed to

pay any undisputed invoice within fifteen (15) days of the due date. Undisputed invoices not paid by the due date may be subject to a monthly service charge which is the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by law.

2. Limited Warranty: (a) IBE Digital warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. IBE Digital sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for IBE Digital to re-perform any deficient services, or, if IBE Digital is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. IBE Digital shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.

(b) THIS SECTION 2 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY IBE DIGITAL. ALL COVERED MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY IBE DIGITAL HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

3. COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this Schedule and for twelve (12) months thereafter, if either party retains the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars ($50,000).

4. **LIMITATION OF LIABILITY: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. IBE DIGITAL SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. (B). EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IBE DIGITAL'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SCHEDULE, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO IBE DIGITAL FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.**

5. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by IBE Digital shall be deemed Confidential Information and proprietary information of IBE Digital without any marking or further designation. Client may use such information solely for its own internal business purposes. IBE Digital shall retain all rights to the aforementioned, which shall be returned to IBE Digital upon termination of the applicable Schedule. (c) IBE Digital shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

6. Independent Contractor: IBE Digital and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

7. Assignment: This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

8. Complete Understanding; Modification: This Schedule shall constitute the full and complete understanding and agreement between Client and IBE Digital supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or

oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.

9. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Schedule shall continue in full force and effect.

10. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

11. Counterparts. This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

Additional Terms and Conditions

Change Orders

Any items not specifically addressed by this document will be addressed by a change order process and will be billed the same pricing structure agreed upon in the Schedule of Services associated with the project outlined in this document. In the event of change in scope, you will be notified prior to the billing of any additional services.

After Hours Work

After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.

Procurement Services

All procurement pricing included in this proposal is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.

Fees, Taxes and Shipping

All prices are exclusive of any applicable sales or use taxes, and shipping costs.

IBE Digital is not responsible for the following:

- Removing boxes or shipping materials
- Disposing of or transporting IT equipment

By executing this Statement of Work, Client agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

City of Montebello
Signature:

Name:
Title:
Date:

IBE Digital
Signature:

Name: Ronald Varing
Title: President
Date: 06/13/2022

SALES QUOTE

ibe digital
11266 Monarch St.
Suite B
Garden Grove, CA 92841
(562)921-0202

Sales Quote No: 40105
Date: 2/9/22
Account No: [redacted]

Bill To: City of Montebello
Attn: Accounts Payable
1600 W Beverly Blvd
Montebello, CA 90640

Ship To: City of Montebello
Attn: City Hall
1600 W Beverly Blvd
Montebello, CA 90640

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Sloan Varing		FedEx Ground- No Charge	Net 10	3/11/22

Notes

NCPA 01-97

Item No	Description	Quantity	UM	Price	Disc	Amoun
SW-AOS-PROPRD	5-Yr SUBSCRIPTION, ACROPOLIS (AOS) PRO SOFTWARE LICENSE & PRODUCTION SOFTWARE SUPPORT SERVICE	1.00	Each	$227,951.80	0.00	$227,951.80
S-HW-PRD	5-Yr 24/7 PRODUCTION LEVEL HW SUPPORT FOR NUTANIX HCI APPLIANCE	1.00	Each	$2,945.95	0.00	$2,945.95
S-HW-PRD	5-yr 24/7 PRODUCTION LEVEL HW SUPPORT FOR NUTANIX HCI APPLIANCE	4.00	Each	$2,632.13	0.00	$10,528.52
NX-8135-G8-4314-CM	NX-8135-GA, 1 NODE; 2X INTEL XEON-SILVER 4314 PROCESSOR (2.4 GHZ/16-CORE/135W, ICE LAKE) PER NODE	1.00	Each	$7,324.46	0.00	$7,324.46
C-MEM-64GB-3200-CM	64GB MEMORY MODULE (3200MHZ DDR4 RDIMM)	16.00	Each	$435.18	0.00	$6,962.88
C-HDD-12TBAA-CM	12 TB 3.5 HDD	4.00	Each	$307.57	0.00	$1,230.28
C-SSD-3.84TB-ACM	3.8 TB SSD	2.00	Each	$763.05	0.00	$1,526.10
C-NIC-25G2B1-CM	25GBE 2-PORT, SFP28 NETWORK ADAPTER (INTEL XXV710-DA2)	1.00	Each	$492.53	0.00	$492.53
C-PSU-2200-TR2-CM	2200 W POWER SUPPLY UNIT	2.00	Each	$603.47	0.00	$1,206.94
C-PWR-4FC13C14B-CM	C13/C14, 15A, 4FT POWER CORD	2.00	Each	$9.26	0.00	$18.52
NX-8235-G8-4314-CM	NX-8235-GA, 2 NODE; 2X INTEL XEON-SILVER 4314 PROCESSOR (2.4 GHZ/16-CORE/135W, ICE LAKE)	2.00	Each	$11,869.08	0.00	$23,738.16
C-MEM-64GB-3200-CM	64GB MEMORY MODULE (3200MHZ DDR4 RDIMM)	64.00	Each	$435.18	0.00	$27,851.52
C-HDD-12TBAA-CM	12 TB 3.5 HDD	16.00	Each	$307.57	0.00	$4,921.12
C-SSD-3.84TB-ACM	3.8 TB SSD	8.00	Each	$763.05	0.00	$6,104.40
C-NIC-25G2B1-CM	25GBE 2-PORT, SFP28 NETWORK ADAPTER (INTEL XXV710-DA2)	4.00	Each	$492.53	0.00	$1,970.12
C-PSU-2200-TR2-CM	2200 W POWER SUPPLY UNIT	4.00	Each	$603.47	0.00	$2,413.88
C-PWR-4FC13C14A-CM	C13/C14, 10A, 4FT POWER CORD	4.00	Each	$13.25	0.00	$53.00
RH00003F3	5-yr Red Hat Enterprise Linux Server Premium subscription- 1 physical/virtual node	1.00	Each	$5,923.44	0.00	$5,923.44
V-VBRVUL-0I-SU5YP-00	Veeam Backup & Replication Universal License Upfront Billing License (5 years) + Production Support - 10 instances - includes Enterprise Plus Edition	11.00	Each	$5,356.80	0.00	$58,924.80
R0X27A	HPE Aruba 6410 Switch Bundle Switch L4 managed front to back airflow rack mountable w/ HPE	1.00	Each	$17,853.22	0.00	$17,853.22
R0X31A	HPE Aruba 6400 Management Module Network Management device- plug-in module	1.00	Each	$7,459.63	0.00	$7,459.63

SALES QUOTE

11266 Monarch St.
Suite B
Garden Grove, CA 92841
(562)921-0202

Sales Quote No: 40105
Date: 2/9/22
Account No: [redacted]

Bill To: City of Montebello
Attn: Accounts Payable
1600 W Beverly Blvd
Montebello, CA 90640

Ship To: City of Montebello
Attn: City Hall
1600 W Beverly Blvd
Montebello, CA 90640

R0X38B	ARUBA 6400 48P 1GBE CL4 POE MOD PL-WB	6.00	Each	$6,479.75	0.00	$38,878.50
R0X44A	HPE Aruba Line Module Expansion module-25 Gigabit SFP28x48 HPE 6405 6405 48SFP+ 6405 96G 6410	4.00	Each	$33,655.47	0.00	$134,621.88
R0X35A#ABA	HPE Aruba W/ C16 Inlet Adapter- for HPE 6405, 6405 48SFP+, 6405 96G, 6410	4.00	Each	$1,691.92	0.00	$6,767.68
HR7X1E	HPE Foundation Care Exchange Service Extended service agreement 5 yr-shipment 24x7 response - for P/N: JL741A, R0X27A	1.00	Each	$17,383.68	0.00	$17,383.68
R8L82AAE	HPE Aruba Central On-Premises Foundation Subrscription license-to-use (5 years) ESD - for HPE Aruba 5406R 16, 5406R 44, 5406R 8-port, 5406R zl2, 5412R 92, 6405 48, 6405 96, 6410	1.00	Each	$2,984.56	0.00	$2,984.56
J9151E	HPE Aruba SFP+ transceiver module 10GigE 10GBase-LR -SFP+/LC single mode up to 6.2 miles - for HPE Aruba 2930F 12, 2930F 8G, 2930M 24, 2930M 40, 6300, 6405 48, 6405 96, 640X, 830X	18.00	Each	$1,103.25	0.00	$19,858.50
JL488A	HPE Aruba Direct Attach Copper Cable 25GBase direct attach cable SFP28 To SFP28 10 ft	10.00	Each	$249.63	0.00	$2,496.3(

A late charge of 1.5% per month with a minimum charge of $5.00 will be assessed on all past due invoices.
For any billing questions please e-mail kaguilar@ibedigital.com
Thank you for your business!

Subtotal	$640,392
Discount	$(
Freight	$(
Sales Tax	$32,15
Sales Order Total	$672,55

ibe digital

Statement of Work
XiLeap Deployment
for



All information enclosed within this document is confidential and may not be disseminated to any party other than the addressee without the express, written consent of IBE Digital

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1 OVERVIEW 2
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6 TERMS AND CONDITIONS OF SERVICE 5

1 Overview

The purpose of this Statement of Work is to outline the path that will enable IBE Digital, to commence and deliver a professional services engagement for the City of Montebello. This Statement of Work is based on the initial scope of work but is not a detailed project plan. A project plan will be created and managed by the technical resources assigned to the project once the Statement of Work has been approved. This Statement of work is focused on the deployment of XiLeap Business Continuity solution.

2 Background

IBE Digital performed an in-depth assessment of the City of Montebello's IT infrastructure which revealed various risk throughout the aged environment. In response IBE Digital is recommending a holistic solution within the NIST-800-171 framework that will secure the environment and enable efficient uninterrupted access to the City's resources.

Risks Found during Assessment:

- No written documentation for backup and restore procedures.
- No recovery point objective (RPO) or recovery time objective (RTO).
- No disaster recovery (DR) plan.
- Lack of business continuity (BC) plan.
- DR/BC has not been configured to be an automatic process.
- Majority of network, server, storage infrastructure has gone end-of-life and end-of-support meaning they are no longer receiving security updates thus putting the city at risk.
- Limited alerting, monitoring and logging. Poor deployment of current in-use solutions. Multiple security risks found.
- Poor documentation of current environment. Lack of checklists/documentation for on-boarding and off-boarding. Lack of I.T. equipment profiles for each role. Lack of documentation for line-of-business applications and systems.



3 Assumptions

Standard project deployment assumptions:

- The Project will include, but not be limited to the following:
  - Definition of project/estimated costs
  - Project prerequisites, should they apply
  - Project implementation
  - Project management/documentation
  - Procurement of required materials
- During the procurement process, IBE can assist by expediting the delivery of equipment and standardizing billing for all costs associated with this project. All procurement pricing included in this Statement of Work is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.
- Client understands that service interruptions may occur throughout the course of the project. IBE will make reasonable efforts to forewarn personnel so they may prepare.
- Access to the physical space, server and services will be made available during normal business hours.
- Access to all employees and their equipment affected by the project will be made available during normal business hours.
- After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.
- IBE is not responsible for the following:
  - Removing boxes or shipping materials
  - Disposing of or transporting IT equipment
- Any items not specifically addressed by this Statement of Work will be addressed by a mutually agreed change order.

Assumptions specific to this project:

- Client is responsible for obtaining technical support, media, and licensing from all 3rd-party application vendors.
- While IBE will make a best effort attempt to coordinate with 3rd party vendors, Client is responsible to ensure cooperation of other parties that will participate in this initiative.
- Costs related to delays by the Client or 3rd party vendors, that occur after a mutually agreed upon schedule by all parties, are not included in this quote. Work that has been scheduled and is missed, by either the client or a third-party, with less than one-hour notice will be billed in full if Time & Materials or may be included in a change order if Fixed Price.
- Services are quoted using IBE approved designs, and assumes that customer is utilizing recommended hardware, software, and configuration best practices to support new and existing systems. Unknown, unapproved, or unsupported hardware and software will be serviced with a best-effort approach, and any additional time and/or materials needed to provide a complete solution will be quoted in project Change Order.

- All systems within the scope of this engagement must be in proper working order. Steps taken to remediate systems not in a 'healthy' state will be considered outside the scope of the engagement.
- Any system(s) being affected by the project have adequate backup and restoration capabilities and the appropriate precautions have been taken.
- All necessary security clearance, access, parking, passwords, and technical resources are provided without delay during the Engagement.
- Access to power and physical facilities, wiring, cable space, cabinet, and shelf or rack space are available for all equipment within the scope of this project.
- Client is responsible for providing a single point of contact for project coordination with IBE.
- Client is responsible for providing timely clarification and resolution regarding the integrity of data/information supplied to IBE.
- If the information presented to IBE is found to be inaccurate, we reserve the right to initiate a change order to account for the extra services not incorporated into the proposal.
- IBE is not responsible for 3rd party application functionality. Industry leading tools will be used but the success of such tools is dependent on many variables outside IBE's control.

4 Project Deliverables

[redacted]

5 Pricing

Cost Breakdown	Price
Professional Services	**$15,458**
Fixed Fee Project	
Software	**$1,104,251.59**
See Quote 40104 for Detail	
Total Project Cost	**$1,119,709.59**

Sourcewell Contract # 030321-KON

6 Terms and Conditions of Service

By executing this Schedule of Services, Client agrees to purchase the services designated above and further agrees that the services shall be subject to the following Terms and Conditions of Service.

1. Fees and Payment: Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. Client shall be responsible for all applicable taxes arising from the services. IBE Digital may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Undisputed invoices not paid by the due date may be subject to a monthly service charge which is the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by law.

2. Limited Warranty: (a) IBE Digital warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. IBE Digital sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for IBE Digital to re-perform any deficient services, or, if IBE Digital is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. IBE Digital shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.

(b) THIS SECTION 2 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY IBE DIGITAL. ALL COVERED MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY IBE DIGITAL HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

3. COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this Schedule and for twelve (12) months thereafter, if either party retains the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars ($50,000).

4. LIMITATION OF LIABILITY: **(A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. IBE DIGITAL SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. (B). EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IBE DIGITAL'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SCHEDULE, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO IBE DIGITAL FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.**

5. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving

Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by IBE Digital shall be deemed Confidential Information and proprietary information of IBE Digital without any marking or further designation. Client may use such information solely for its own internal business purposes. IBE Digital shall retain all rights to the aforementioned, which shall be returned to IBE Digital upon termination of the applicable Schedule. (c) IBE Digital shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

6. Independent Contractor: IBE Digital and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

7. Assignment: This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

8. Complete Understanding; Modification: This Schedule shall constitute the full and complete understanding and agreement between Client and IBE Digital supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.

9. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Schedule shall continue in full force and effect.

10. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

11. Counterparts. This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

Additional Terms and Conditions

Change Orders

Any items not specifically addressed by this document will be addressed by a change order process and will be billed the same pricing structure agreed upon in the Schedule of Services associated with the project outlined in this document. In the event of change in scope, you will be notified prior to the billing of any additional services.

After Hours Work

After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.

Procurement Services

All procurement pricing included in this proposal is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.

Fees, Taxes and Shipping
All prices are exclusive of any applicable sales or use taxes, and shipping costs.

IBE Digital is not responsible for the following:

- Removing boxes or shipping materials
- Disposing of or transporting IT equipment

By executing this Statement of Work, Client agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

City of Montebello
Signature:

Name:
Title:
Date:

IBE Digital
Signature:

Name: Ronald Varing
Title: President
Date: 06/13/2022

SALES QUOTE

11266 Monarch St.
Suite B
Garden Grove, CA 92841
(562)921-0202

Sales Quote No: 40104
Date: 2/9/22
Account No: [redacted]

Bill To: City of Montebello
Attn: Accounts Payable
1600 W Beverly Blvd
Montebello, CA 90640

Ship To: City of Montebello
Attn: City Hall
1600 W Beverly Blvd
Montebello, CA 90640

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Sloan Varing		Best Way	Net 10	3/11/22

Notes

NCPA 01-97

Item No	Description	Quantity	UM	Price	Disc	Amount
XI-LEAPCLUSTER	5-yr XI LEAP CLOUD SERVICE TERM SUBSCRIPTION FOR PROTECTING FULL ON-PERM CLUSTER (Includes Production Support and Basic Networking)	1.00	Each	$1,094,075.59	0.00	$1,094,075.59
CNS-INF-FSTLEAP-PRO	NUTANIX CLUSTER INSTALL LITE	1.00	Each	$10,176.00	0.00	$10,176.00

A late charge of 1.5% per month with a minimum charge of $5.00 will be assessed on all past due invoices.
For any billing questions please e-mail kaguilar@ibedigital.com
Thank you for your business!

Subtotal	$1,104,251.5
Discount	$0.0
Freight	$0.
Sales Tax	$0.
Sales Order Total	$1,104,251.

ibe digital

Statement of Work
Active Directory Consolidation
for



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1 Overview

The purpose of this Statement of Work is to outline the path that will enable IBE, to commence and deliver a professional services engagement for the City of Montebello. This Statement of Work is based on the initial scope of work but is not a detailed project plan. A project plan will be created and managed by the technical resources assigned to the project once the Statement of Work has been approved.

2 Assumptions

Standard project deployment assumptions:

- The Project will include, but not be limited to the following:
  - Definition of project/estimated costs
  - Project prerequisites, should they apply
  - Project implementation
  - Project management/documentation
  - Procurement of required materials
- During the procurement process, IBE can assist by expediting the delivery of equipment and standardizing billing for all costs associated with this project. All procurement pricing included in this Statement of Work is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.
- Client understands that service interruptions may occur throughout the course of the project. IBE will make reasonable efforts to forewarn personnel so they may prepare.
- Access to the physical space, server and services will be made available during normal business hours.
- Access to all employees and their equipment affected by the project will be made available during normal business hours.
- After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.
- IBE is not responsible for the following:
  - Removing boxes or shipping materials
  - Disposing of or transporting IT equipment
- Any items not specifically addressed by this Statement of Work will be addressed by a mutually agreed change order.

Assumptions specific to this project:

- Client is responsible for obtaining technical support, media, and licensing from all 3rd-party application vendors.
- While IBE will make a best effort attempt to coordinate with 3rd party vendors, Client is responsible to ensure cooperation of other parties that will participate in this initiative.
- Costs related to delays by the Client or 3rd party vendors, that occur after a mutually agreed upon schedule by all parties, are not included in this quote. Work that has been scheduled and is missed,

by either the client or a third-party, with less than one-hour notice will be billed in full if Time & Materials or may be included in a change order if Fixed Price.

- Services are quoted using IBE approved designs, and assumes that customer is utilizing recommended hardware, software, and configuration best practices to support new and existing systems. Unknown, unapproved, or unsupported hardware and software will be serviced with a best-effort approach, and any additional time and/or materials needed to provide a complete solution will be quoted in project Change Order.
- All systems within the scope of this engagement must be in proper working order. Steps taken to remediate systems not in a 'healthy' state will be considered outside the scope of the engagement.
- Any system(s) being affected by the project have adequate backup and restoration capabilities and the appropriate precautions have been taken.
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- Client is responsible for providing a single point of contact for project coordination with IBE.
- Client is responsible for providing timely clarification and resolution regarding the integrity of data/information supplied to IBE.
- If the information presented to IBE is found to be inaccurate, we reserve the right to initiate a change order to account for the extra services not incorporated into the proposal.
- IBE is not responsible for 3rd party application functionality. Industry leading tools will be used but the success of such tools is dependent on many variables outside IBE's control.
- IBE has availability to DNS provider to make zone changes.
- Client has agreed to provide all required Microsoft Exchange licensing.
- Anything not explicitly mentioned is out of the scope of this project.

3 Project Deliverables

Objective

This project is intended to provide Professional Services, requested for the City of Montebello Active Directory Consolidation project.

Project Scope

[redacted]







[redacted]

[redacted]

[redacted]

4 Pricing

Cost Breakdown	Price
Professional Services	$67,200
Fixed Fee Project	
Software	$16,549.60
Please See Quote 40108	
Total Project Cost	$83,749.60

Sourcewell Contract # 030321-KON

5 Terms and Conditions of Service

By executing this Schedule of Services, Client agrees to purchase the services designated above and further agrees that the services shall be subject to the following Terms and Conditions of Service.

1. Fees and Payment: Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. Client shall be responsible for all applicable taxes arising from the services. IBE may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Undisputed invoices not paid by the due date may be subject to a monthly service charge which is the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by law.

2. Limited Warranty: (a) IBE warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. IBE sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for IBE to re-perform any deficient services, or, if IBE is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. IBE shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.
(b) THIS SECTION 2 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY IBE. ALL COVERED MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY IBE HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

3. COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this Schedule and for twelve (12) months thereafter, if either party retains the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars ($50,000).

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5. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by IBE shall be deemed Confidential Information and proprietary information of IBE without any marking or further designation. Client may use such information solely for its own internal business purposes. IBE shall retain all rights to the aforementioned, which shall be returned to IBE upon termination of the applicable Schedule. (c) IBE shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

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to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
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8. Complete Understanding; Modification: This Schedule shall constitute the full and complete understanding and agreement between Client and IBE supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.
9. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Schedule shall continue in full force and effect.
10. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.
11. Counterparts. This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

Additional Terms and Conditions

Change Orders
Any items not specifically addressed by this document will be addressed by a change order process and will be billed the same pricing structure agreed upon in the Schedule of Services associated with the project outlined in this document. In the event of change in scope, you will be notified prior to the billing of any additional services.

After Hours Work
After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.

Procurement Services
All procurement pricing included in this proposal is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.

Fees, Taxes and Shipping
All prices are exclusive of any applicable sales or use taxes, and shipping costs.

IBE is not responsible for the following:

- Removing boxes or shipping materials
- Disposing of or transporting IT equipment

By executing this Statement of Work, Client agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

City of Montebello
Signature:

Name:
Title:
Date:

IBE
Signature:

Name: Ronald Vering
Title: President
Date: 06/13/2022

SALES QUOTE

11266 Monarch St.
Suite B
Garden Grove, CA 92841
(562)921-0202

Sales Quote No: 40134
Date: 4/25/22
Account No: [redacted]

Bill To: City of Montebello
Attn: Accounts Payable
1600 W Beverly Blvd
Montebello, CA 90640

Ship To: City of Montebello
Attn: City Hall
1600 W Beverly Blvd
Montebello, CA 90640

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Sloan Varing		NA	30 Days	5/25/22

Notes

NCPA 01-136

Item No	Description	Quantity	UM	Price	Disc	Amount
MAF-DMX-PK	Quest MIGRATION MANAGER FOR ACTIVE DIRECTORY 7 FILE SERVERS LICENSE/24X7 MAINT PACK	1,370.00	Each	$12.08	0.00	$16,549.60

A late charge of 1.5% per month with a minimum charge of $5.00 will be assessed on all past due invoices.
For any billing questions please e-mail kaguilar@ibedigital.com
Thank you for your business!

Subtotal	$16,549.
Discount	$0.
Freight	$0.
Sales Tax	$0
Sales Order Total	$16,549

ibe digital

Statement of Work
Microsoft O365 Migration Support
for



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1 Overview

The purpose of this Statement of Work is to outline the path that will enable IBE, to commence and deliver a professional services engagement for the City of Montebello. This Statement of Work is based on the initial scope of work but is not a detailed project plan. A project plan will be created and managed by the technical resources assigned to the project once the Statement of Work has been approved.

2 Assumptions

Standard project deployment assumptions:

- The Project will include, but not be limited to the following:
  - Definition of project/estimated costs
  - Project prerequisites, should they apply
  - Project implementation
  - Project management/documentation
  - Procurement of required materials
- During the procurement process, IBE can assist by expediting the delivery of equipment and standardizing billing for all costs associated with this project. All procurement pricing included in this Statement of Work is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.
- Client understands that service interruptions may occur throughout the course of the project. IBE will make reasonable efforts to forewarn personnel so they may prepare.
- Access to the physical space, server and services will be made available during normal business hours.
- Access to all employees and their equipment affected by the project will be made available during normal business hours.
- After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.
- IBE is not responsible for the following:
  - Removing boxes or shipping materials
  - Disposing of or transporting IT equipment
- Any items not specifically addressed by this Statement of Work will be addressed by a mutually agreed change order.

Assumptions specific to this project:

- Client is responsible for obtaining technical support, media, and licensing from all 3rd-party application vendors.
- While IBE will make a best effort attempt to coordinate with 3rd party vendors, Client is responsible to ensure cooperation of other parties that will participate in this initiative.
- Costs related to delays by the Client or 3rd party vendors, that occur after a mutually agreed upon schedule by all parties, are not included in this quote. Work that has been scheduled and is missed,

by either the client or a third-party, with less than one-hour notice will be billed in full if Time & Materials or may be included in a change order if Fixed Price.

- Services are quoted using IBE approved designs, and assumes that customer is utilizing recommended hardware, software, and configuration best practices to support new and existing systems. Unknown, unapproved, or unsupported hardware and software will be serviced with a best-effort approach, and any additional time and/or materials needed to provide a complete solution will be quoted in project Change Order.
- All systems within the scope of this engagement must be in proper working order. Steps taken to remediate systems not in a 'healthy' state will be considered outside the scope of the engagement.
- Any system(s) being affected by the project have adequate backup and restoration capabilities and the appropriate precautions have been taken.
- All necessary security clearance, access, parking, passwords, and technical resources are provided without delay during the Engagement.
- Access to power and physical facilities, wiring, cable space, cabinet, and shelf or rack space are available for all equipment within the scope of this project.
- Client is responsible for providing a single point of contact for project coordination with IBE.
- Client is responsible for providing timely clarification and resolution regarding the integrity of data/information supplied to IBE.
- If the information presented to IBE is found to be inaccurate, we reserve the right to initiate a change order to account for the extra services not incorporated into the proposal.
- IBE is not responsible for 3rd party application functionality. Industry leading tools will be used but the success of such tools is dependent on many variables outside IBE's control.
- Licenses for O365 will be procured before migration starts.
- Active Directory is in good health.
- We are migrating no more than 1356 mailboxes from 1 domain.
- Active Directory will be utilized for Office suite rapid-deployment.
- Exchange e-mail address policy enablement will be turned on for all users prior to first sync in order to eliminate sync and license assignment errors, if applicable.
- All invalid or unused objects, including user contacts and mail-enabled items, will be removed prior to first sync.
- There is only one user per workstation.
- It is understood O365 deletes all items over 1-year-old from the "deleted items" folder.
- O365 does not support all third-party spam filters.
- Only one domain will be migrated to O365.
- All Office/Outlook client have been upgraded to Office 2019 prior to project commencing.
- Client has agreed to create user-acceptance-testing runbook for all users to test with.
- Client has agreed to supply resources to run through user-acceptance-testing runbook during user-acceptance-testing.
- The UPN structure of Active Directory is finalized prior to first sync run.
- Users are made aware of fully qualified sign-in names and UPN suffixes have been reviewed and accepted.
- There are no user or email address prefix duplicates (regardless of suffix) present in the domain.
- Each user has only one e-mail account to be migrated.

- IBE will provide documentation for end-users to configure their own mobile devices. Only Active Sync is supported.
- User is responsible for password change upon initial login to Office 365, if necessary.
- IBE has availability to DNS provider to make zone changes.
- Client has agreed to provide all required Microsoft Exchange licensing.
- Anything not explicitly mentioned is out of the scope of this project.

3 Project Deliverables

Objectives

This project is intended to provide Professional Services, requested for the City of Montebello Office 365 Cloud Migration Project. The main objective of this project is to migrate the current City of Montebello domain (cityofmontebello.com) from the on-premise Exchange server to Microsoft Office 365.





[redacted]

[redacted]

Pre-Project Tasks

- Project Planning
- Procurement
- Ensure equipment arrival
- Initial project kick-off

[redacted]

4 Pricing

Cost Breakdown	Price
Professional Services	**$55,305**
Fixed Fee Project	
Software	**$356,964**
Please See Quote 40128	
Total Project Cost	**$412,269**

Sourcewell Contract # 030321-KON

5 Terms and Conditions of Service

By executing this Schedule of Services, Client agrees to purchase the services designated above and further agrees that the services shall be subject to the following Terms and Conditions of Service.

1. Fees and Payment: Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. Client shall be responsible for all applicable taxes arising from the services. IBE may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Undisputed invoices not paid by the due date may be subject to a monthly service charge which is the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by law.
2. Limited Warranty: (a) IBE warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. IBE sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for IBE to re-perform any deficient services,

or, if IBE is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. IBE shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.
(b) THIS SECTION 2 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY IBE. ALL COVERED MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY IBE HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.
3. COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this Schedule and for twelve (12) months thereafter, if either party retains the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars ($50,000).
4. **LIMITATION OF LIABILITY: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. IBE SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. (B). EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IBE'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SCHEDULE, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO IBE FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.**
5. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by IBE shall be deemed Confidential Information and proprietary information of IBE without any marking or further designation. Client may use such information solely for its own internal business purposes. IBE shall retain all rights to the aforementioned, which shall be returned to IBE upon termination of the applicable Schedule. (c) IBE shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.
6. Independent Contractor: IBE and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
7. Assignment: This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.
8. Complete Understanding; Modification: This Schedule shall constitute the full and complete understanding and agreement between Client and IBE supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.
9. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Schedule shall continue in full force and effect.

10. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.
11. Counterparts. This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

Additional Terms and Conditions

Change Orders
Any items not specifically addressed by this document will be addressed by a change order process and will be billed the same pricing structure agreed upon in the Schedule of Services associated with the project outlined in this document. In the event of change in scope, you will be notified prior to the billing of any additional services.

After Hours Work
After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.

Procurement Services
All procurement pricing included in this proposal is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.

Fees, Taxes and Shipping
All prices are exclusive of any applicable sales or use taxes, and shipping costs.

IBE is not responsible for the following:

- Removing boxes or shipping materials
- Disposing of or transporting IT equipment

By executing this Statement of Work, Client agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

City of Montebello
Signature:

Name:
Title:
Date:

IBE
Signature:

Name: Ronald Vering
Title: President
Date: 06/13/2022

SALES QUOTE

11266 Monarch St.
Suite B
Garden Grove, CA 92841
(562)921-0202

Sales Quote No: 40128
Date: 3/31/22
Account No: [redacted]

Bill To: City of Montebello
Attn: Accounts Payable
1600 W Beverly Blvd
Montebello, CA 90640

Ship To: City of Montebello
Attn: City Hall
1600 W Beverly Blvd
Montebello, CA 90640

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Sloan Varing		NA	30 Days	4/30/22

Notes

NCPA 01-97

Item No	Description	Quantity	UM	Price	Disc	Amount
A168D9966977-1Y	MICROSOFT CORPORATION : Office 365 GCC G5 Annual	600.00	Each	$416.35	0.00	$249,810.00
7ED8AABF0296-1Y	MICROSOFT CORPORATION : Enterprise Mobility + Security G5 GCC Annual	600.00	Each	$178.59	0.00	$107,154.00

A late charge of 1.5% per month with a minimum charge of $5.00 will be assessed on all past due invoices.
For any billing questions please e-mail kaguilar@ibedigital.com
Thank you for your business!

Subtotal	$356,964
Discount	$0
Freight	$0
Sales Tax	$0
Sales Order Total	$356,964

ibe digital

Statement of Work
Duo Deployment
for

All information enclosed within this document is confidential and may not be disseminated to any party other than the addressee without the express, written consent of IBE

Table of Contents

1 OVERVIEW 2
2 ASSUMPTIONS 2
3 PROJECT DELIVERABLES 3
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5 TERMS AND CONDITIONS OF SERVICE 4

1 Overview

The purpose of this Statement of Work is to outline the path that will enable IBE, to commence and deliver a professional services engagement for the City of Montebello. This Statement of Work is based on the initial scope of work but is not a detailed project plan. A project plan will be created and managed by the technical resources assigned to the project once the Statement of Work has been approved.

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- IBE is not responsible for 3rd party application functionality. Industry leading tools will be used but the success of such tools is dependent on many variables outside IBE's control.

3 Project Deliverables

[redacted]

[redacted]

[redacted]

[redacted]

4 Pricing

Cost Breakdown	Price
Professional Services	**$15,182**
Fixed Fee Project	
Software	**$39,600**
Please See Quote 40123	
Total Project Cost	**$54,782**

Sourcewell Contract # 030321-KON

5 Terms and Conditions of Service

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2. Limited Warranty: (a) IBE warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. IBE sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for IBE to re-perform any deficient services, or, if IBE is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. IBE shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.

(b) THIS SECTION 2 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY IBE. ALL COVERED MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY IBE HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

3. COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this Schedule and for twelve (12) months thereafter, if either party retains the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars ($50,000).

4. LIMITATION OF LIABILITY: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL,

OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. IBE SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. (B). EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IBE'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SCHEDULE, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO IBE FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

5. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by IBE shall be deemed Confidential Information and proprietary information of IBE without any marking or further designation. Client may use such information solely for its own internal business purposes. IBE shall retain all rights to the aforementioned, which shall be returned to IBE upon termination of the applicable Schedule. (c) IBE shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

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8. Complete Understanding; Modification: This Schedule shall constitute the full and complete understanding and agreement between Client and IBE supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification, or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.

9. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Schedule shall continue in full force and effect.

10. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

11. Counterparts. This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

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All prices are exclusive of any applicable sales or use taxes, and shipping costs.

IBE is not responsible for the following:

- Removing boxes or shipping materials
- Disposing of or transporting IT equipment

By executing this Statement of Work, Client agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

City of Montebello
Signature:

Name:
Title:
Date:

IBE
Signature:

Name: Ronald Varing
Title: President
Date: 06/13/2022

SALES QUOTE

11266 Monarch St.
Suite B
Garden Grove, CA 92841
(562)921-0202

Sales Quote No: 40123
Date: 3/17/22
Account No: [redacted]

Bill To: City of Montebello
Attn: Accounts Payable
1600 W Beverly Blvd
Montebello, CA 90640

Ship To: City of Montebello
Attn: City Hall
1600 W Beverly Blvd
Montebello, CA 90640

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Sloan Varing		NA	30 Days	4/16/22

Notes

NCPA 01-97

Item No	Description	Quantity	UM	Price	Disc	Amount
DUO-ACCESS	Cisco Systems: Standard Cisco Duo Access edition	600.00	Each	$66.00	0.00	$39,600.00

A late charge of 1.5% per month with a minimum charge of $5.00 will be assessed on all past due invoices.
For any billing questions please e-mail kaguilar@ibedigital.com
Thank you for your business!

Subtotal	$39,600.(
Discount	$0.(
Freight	$0.(
Sales Tax	$0.(
Sales Order Total	$39,600.

ibe digital

Statement of Work
Citrix Deployment
for

CITY OF MONTEBELLO
INCORPORATED OCT 16 1920
CALIFORNIA

All information enclosed within this document is confidential and may not be disseminated to any party other than the addressee without the express, written consent of IBE Digital

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1 Overview

The purpose of this Statement of Work is to outline the path that will enable IBE Digital, to commence and deliver a professional services engagement for the City of Montebello. This Statement of Work is based on the initial scope of work but is not a detailed project plan. A project plan will be created and managed by the technical resources assigned to the project once the Statement of Work has been approved. This Statement of work is focused on the Deployment of Citrix Virtual apps and Desktops.

2 Background

IBE Digital performed an in-depth assessment of the City of Montebello's IT infrastructure which revealed various risk throughout the aged environment. In response IBE Digital is recommending a holistic solution within the NIST-800-171 framework that will secure the environment and enable efficient uninterrupted access to the City's resources.

Risks Found during Assessment:

- No written documentation for backup and restore procedures.
- No recovery point objective (RPO) or recovery time objective (RTO).
- No disaster recovery (DR) plan.
- Lack of business continuity (BC) plan.
- DR/BC has not been configured to be an automatic process.
- Majority of network, server, storage infrastructure has gone end-of-life and end-of-support meaning they are no longer receiving security updates thus putting the city at risk.
- Limited alerting, monitoring and logging. Poor deployment of current in-use solutions. Multiple security risks found.
- Poor documentation of current environment. Lack of checklists/documentation for on-boarding and off-boarding. Lack of I.T. equipment profiles for each role. Lack of documentation for line-of-business applications and systems.



3 Assumptions

Standard project deployment assumptions:

- The Project will include, but not be limited to the following:
  - Definition of project/estimated costs
  - Project prerequisites, should they apply
  - Project implementation
  - Project management/documentation
  - Procurement of required materials
- During the procurement process, IBE can assist by expediting the delivery of equipment and standardizing billing for all costs associated with this project. All procurement pricing included in this Statement of Work is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.
- Client understands that service interruptions may occur throughout the course of the project. IBE will make reasonable efforts to forewarn personnel so they may prepare.
- Access to the physical space, server and services will be made available during normal business hours.
- Access to all employees and their equipment affected by the project will be made available during normal business hours.
- After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.
- IBE is not responsible for the following:
  - Removing boxes or shipping materials
  - Disposing of or transporting IT equipment
- Any items not specifically addressed by this Statement of Work will be addressed by a mutually agreed change order.

Assumptions specific to this project:

- Client is responsible for obtaining technical support, media, and licensing from all 3rd-party application vendors.
- While IBE will make a best effort attempt to coordinate with 3rd party vendors, Client is responsible to ensure cooperation of other parties that will participate in this initiative.
- Costs related to delays by the Client or 3rd party vendors, that occur after a mutually agreed upon schedule by all parties, are not included in this quote. Work that has been scheduled and is missed, by either the client or a third-party, with less than one-hour notice will be billed in full if Time & Materials or may be included in a change order if Fixed Price.
- Services are quoted using IBE approved designs, and assumes that customer is utilizing recommended hardware, software, and configuration best practices to support new and existing systems. Unknown, unapproved, or unsupported hardware and software will be serviced with a best-effort approach, and any additional time and/or materials needed to provide a complete solution will be quoted in project Change Order.

- All systems within the scope of this engagement must be in proper working order. Steps taken to remediate systems not in a 'healthy' state will be considered outside the scope of the engagement.
- Any system(s) being affected by the project have adequate backup and restoration capabilities and the appropriate precautions have been taken.
- All necessary security clearance, access, parking, passwords, and technical resources are provided without delay during the Engagement.
- Access to power and physical facilities, wiring, cable space, cabinet, and shelf or rack space are available for all equipment within the scope of this project.
- Client is responsible for providing a single point of contact for project coordination with IBE.
- Client is responsible for providing timely clarification and resolution regarding the integrity of data/information supplied to IBE.
- If the information presented to IBE is found to be inaccurate, we reserve the right to initiate a change order to account for the extra services not incorporated into the proposal.
- IBE is not responsible for 3rd party application functionality. Industry leading tools will be used but the success of such tools is dependent on many variables outside IBE's control.

4 Project Deliverables

[redacted]

[redacted]

5 Pricing

Cost Breakdown	Price
Professional Services	**$24,350**
Fixed Fee Project	
Software	**$590,580.22**
Please See Quote 40102	
Total Project Cost	**$614,930.22**

Sourcewell Contract # 030321-KON

6 Terms and Conditions of Service

By executing this Schedule of Services, Client agrees to purchase the services designated above and further agrees that the services shall be subject to the following Terms and Conditions of Service.

1. Fees and Payment: Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. Client shall be responsible for all applicable taxes arising from the services. IBE Digital may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Undisputed invoices not paid by the due date may be subject to a monthly service charge which is the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by law.

2. Limited Warranty: (a) IBE Digital warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. IBE Digital sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for IBE Digital to re-perform any deficient services, or, if IBE Digital is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. IBE Digital shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.

(b) THIS SECTION 2 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY IBE DIGITAL. ALL COVERED MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY IBE DIGITAL HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

3. COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this Schedule and for twelve (12) months thereafter, if either party retains the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment) who was directly involved in

the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars ($50,000).

4. LIMITATION OF LIABILITY: **(A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. IBE DIGITAL SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. (B). EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IBE DIGITAL'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SCHEDULE, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO IBE DIGITAL FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.**

5. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by IBE Digital shall be deemed Confidential Information and proprietary information of IBE Digital without any marking or further designation. Client may use such information solely for its own internal business purposes. IBE Digital shall retain all rights to the aforementioned, which shall be returned to IBE Digital upon termination of the applicable Schedule. (c) IBE Digital shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

6. Independent Contractor: IBE Digital and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

7. Assignment: This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

8. Complete Understanding; Modification: This Schedule shall constitute the full and complete understanding and agreement between Client and IBE Digital supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.

9. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Schedule shall continue in full force and effect.

10. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

11. Counterparts. This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

Additional Terms and Conditions

Change Orders
Any items not specifically addressed by this document will be addressed by a change order process and will be billed the same pricing structure agreed upon in the Schedule of Services associated with the project outlined in this document. In the event of change in scope, you will be notified prior to the billing of any additional services.

After Hours Work
After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.

Procurement Services
All procurement pricing included in this proposal is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.

Fees, Taxes and Shipping
All prices are exclusive of any applicable sales or use taxes, and shipping costs.

IBE Digital is not responsible for the following:

- Removing boxes or shipping materials
- Disposing of or transporting IT equipment

By executing this Statement of Work, Client agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

City of Montebello
Signature:

Name:
Title:
Date:

IBE Digital
Signature:

Name: Ronald Varing
Title: President
Date: 06/13/2022

SALES QUOTE

11266 Monarch St.
Suite B
Garden Grove, CA 92841
(562)921-0202

Sales Quote No: 40102
Date: 2/9/22
Account No: [redacted]

Bill To:
City of Montebello
Attn: Accounts Payable
1600 W Beverly Blvd
Montebello, CA 90640

Ship To:
City of Montebello
Attn: City Hall
1600 W Beverly Blvd
Montebello, CA 90640

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Sloan Varing		NA	Net 10	3/11/22

Notes

NCPA 01-97
This is NOT an option year quote This reflects an annual billing schedule as follows 2022 Line 1-2, 2023 Line 3-4, 2024 Line 5-6, 2025 Line 8-9, 2026 9-10

Item No	Description	Quantity	UM	Price	Disc	Amount
6000006	Virtual Apps and Desktops Service-Premium User/Device	600.00	Each	$163.10	0.00	$97,860.00
6000388	ADC VPX/BLX Software Subs (Fixed Model)- Premium 1 Gbps	2.00	Each	$10,128.63	0.00	$20,257.26
6000006	Virtual Apps and Desktops Service-Premium User/Device	600.00	Each	$163.10	0.00	$97,860.00
6000388	ADC VPX/BLX Software Subs (Fixed Model)- Premium 1 Gbps	2.00	Each	$10,128.63	0.00	$20,257.26
6000006	Virtual Apps and Desktops Service-Premium User/Device	600.00	Each	$163.54	0.00	$98,124.00
6000388	ADC VPX/BLX Software Subs (Fixed Model)- Premium 1 Gbps	2.00	Each	$10,156.36	0.00	$20,312.72
6000006	Virtual Apps and Desktops Service-Premium User/Device	600.00	Each	$163.10	0.00	$97,860.00
6000388	ADC VPX/BLX Software Subs (Fixed Model)- Premium 1 Gbps	2.00	Each	$10,128.63	0.00	$20,257.26
6000006	Virtual Apps and Desktops Service-Premium User/Device	600.00	Each	$162.65	0.00	$97,590.00
6000388	ADC VPX/BLX Software Subs (Fixed Model)- Premium 1 Gbps	2.00	Each	$10,100.86	0.00	$20,201.72

A late charge of 1.5% per month with a minimum charge of $5.00 will be assessed on all past due invoices.
For any billing questions please e-mail kaguilar@ibedigital.com
Thank you for your business!

Subtotal	$590,580.2
Discount	$0.0
Freight	$0.0
Sales Tax	$0.0
Sales Order Total	$590,580.2

ibe digital

Statement of Work
Citywide Switch Refresh
for



All Information enclosed within this document is confidential and may not be disseminated to any party other than the addressee without the express, written consent of IBE

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1 Overview

The purpose of this Statement of Work is to outline the path that will enable IBE, to commence and deliver a professional services engagement for the City of Montebello. This Statement of Work is based on the initial scope of work but is not a detailed project plan. A project plan will be created and managed by the technical resources assigned to the project once the Statement of Work has been approved.

2 Assumptions

Standard project deployment assumptions:

- The Project will include, but not be limited to the following:
  - Definition of project/estimated costs
  - Project prerequisites, should they apply
  - Project implementation
  - Project management/documentation
  - Procurement of required materials
- During the procurement process, IBE can assist by expediting the delivery of equipment and standardizing billing for all costs associated with this project. All procurement pricing included in this Statement of Work is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.
- Client understands that service interruptions may occur throughout the course of the project. IBE will make reasonable efforts to forewarn personnel so they may prepare.
- Access to the physical space, server and services will be made available during normal business hours.
- Access to all employees and their equipment affected by the project will be made available during normal business hours.
- After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.
- IBE is not responsible for the following:
  - Removing boxes or shipping materials
  - Disposing of or transporting IT equipment
- Any items not specifically addressed by this Statement of Work will be addressed by a mutually agreed change order.

Assumptions specific to this project:

- Client is responsible for obtaining technical support, media, and licensing from all 3rd-party application vendors.
- While IBE will make a best effort attempt to coordinate with 3rd party vendors, Client is responsible to ensure cooperation of other parties that will participate in this initiative.
- Costs related to delays by the Client or 3rd party vendors, that occur after a mutually agreed upon schedule by all parties, are not included in this quote. Work that has been scheduled and is missed,

by either the client or a third-party, with less than one-hour notice will be billed in full if Time & Materials or may be included in a change order if Fixed Price.

- Services are quoted using IBE approved designs, and assumes that customer is utilizing recommended hardware, software, and configuration best practices to support new and existing systems. Unknown, unapproved, or unsupported hardware and software will be serviced with a best-effort approach, and any additional time and/or materials needed to provide a complete solution will be quoted in project Change Order.
- All systems within the scope of this engagement must be in proper working order. Steps taken to remediate systems not in a 'healthy' state will be considered outside the scope of the engagement.
- Any system(s) being affected by the project have adequate backup and restoration capabilities and the appropriate precautions have been taken.
- All necessary security clearance, access, parking, passwords, and technical resources are provided without delay during the Engagement.
- Access to power and physical facilities, wiring, cable space, cabinet, and shelf or rack space are available for all equipment within the scope of this project.
- Client is responsible for providing a single point of contact for project coordination with IBE.
- Client is responsible for providing timely clarification and resolution regarding the integrity of data/information supplied to IBE.
- If the information presented to IBE is found to be inaccurate, we reserve the right to initiate a change order to account for the extra services not incorporated into the proposal.
- IBE is not responsible for 3rd party application functionality. Industry leading tools will be used but the success of such tools is dependent on many variables outside IBE's control.
- IBE has availability to DNS provider to make zone changes.
- Client has agreed to provide all required Microsoft Exchange licensing.
- Anything not explicitly mentioned is out of the scope of this project.

3 Project Deliverables

[redacted]

Project Scope

[redacted]

[redacted]

4 Pricing

Cost Breakdown	Price
Professional Services	$89,543.27
Fixed Fee Project	
Hardware/Software/Support	$1,034,405.92
Please See Quote 40118	
Total Project Cost	$1,123,949.19

Sourcewell Contract # 030321-KON

5 Terms and Conditions of Service

By executing this Schedule of Services, Client agrees to purchase the services designated above and further agrees that the services shall be subject to the following Terms and Conditions of Service.

1. Fees and Payment: Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. Client shall be responsible for all applicable taxes arising from the services. IBE may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Undisputed invoices not paid by the due date may be subject to a monthly service charge which is the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by law.

2. Limited Warranty: (a) IBE warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. IBE sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for IBE to re-perform any deficient services, or, if IBE is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. IBE shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.
(b) THIS SECTION 2 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY IBE. ALL COVERED MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY IBE HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

3. COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this Schedule and for twelve (12) months thereafter, if either party retains the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars ($50,000).

4. **LIMITATION OF LIABILITY: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. IBE SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. (B). EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IBE'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SCHEDULE, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO IBE FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.**

5. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by IBE shall be deemed Confidential Information and proprietary information of IBE without any marking or further designation. Client may use such information solely for its own internal business purposes. IBE shall retain all rights to the aforementioned, which shall be returned to IBE upon termination of the applicable Schedule. (c) IBE shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

6. Independent Contractor: IBE and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

7. Assignment: This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.
8. Complete Understanding; Modification: This Schedule shall constitute the full and complete understanding and agreement between Client and IBE supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.
9. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Schedule shall continue in full force and effect.
10. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.
11. Counterparts. This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

Additional Terms and Conditions

Change Orders
Any items not specifically addressed by this document will be addressed by a change order process and will be billed the same pricing structure agreed upon in the Schedule of Services associated with the project outlined in this document. In the event of change in scope, you will be notified prior to the billing of any additional services.

After Hours Work
After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.

Procurement Services
All procurement pricing included in this proposal is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.

Fees, Taxes and Shipping
All prices are exclusive of any applicable sales or use taxes, and shipping costs.

IBE is not responsible for the following:

- Removing boxes or shipping materials
- Disposing of or transporting IT equipment

By executing this Statement of Work, Client agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

City of Montebello
Signature:

Name:
Title:
Date:

IBE
Signature: 

Name: Ronald Varing
Title: President
Date: 06/13/2022

SALES QUOTE

11266 Monarch St.
Suite B
Garden Grove, CA 92841
(562)921-0202

Sales Quote No: 40118
Date: 2/24/22
Account No: [redacted]

Bill To:
City of Montebello
Attn: Accounts Payable
1600 W Beverly Blvd
Montebello, CA 90640

Ship To:
City of Montebello
Attn: City Hall
1600 W Beverly Blvd
Montebello, CA 90640

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Sloan Varing		Best Way	30 Days	3/26/22

Notes

NCPA # 01-97

Item No	Description	Quantity	UM	Price	Disc	Amount
JL661A	HPE Aruba 6300M Switch-L3-managed 48x10/100/100 (PoE+) +4x1 Gigabit/10/25/50 SPF56	2.00	Each	$7,734.29	0.00	$15,468.58
JL670A#ABA	HPE Aruba X372 Power supply-hot plug/redundant (plug-in module) AC 120/230V 1600 Watt United States	4.00	Each	$1,326.88	0.00	$5,307.52
R0M47A	HPE Aruba 50GBase direct attach cable SFP56 to SFP56 10ft	2.00	Each	$335.47	0.00	$670.94
HR588E	HPE Foundation Care Exchange Service Extended service agreement replacement 5yrs	2.00	Each	$4,609.84	0.00	$9,219.68
Q9Y80AAE	HPE Aruba Central Foundation Subscription license 5yrs-1 switch (48 ports) hosted ESD	2.00	Each	$1,495.08	0.00	$2,990.16
JL665A#ABA	HPE Aruba 6300 F Switch L3 managed TAA Compliant	62.00	Each	$7,403.87	0.00	$459,039.94
HR5Y0E	HPE Foundation Care Exchange Service Extended service agreement replacement 5yrs	62.00	Each	$3,808.79	0.00	$236,144.98
R0M47A	HPE Aruba 50GBase direct attach cable SFP56 to SFP56 10ft	62.00	Each	$336.56	0.00	$20,866.72
Q9Y80AAE	HPE Aruba Central Foundation Subscription license 5yrs-1 switch (48 ports) hosted ESD	62.00	Each	$1,495.08	0.00	$92,694.96
J9151E	HPE Aruba SFP+ transceiver module 10GigE 10GBase-LR -SFP+/LC single mode up to 6.2 miles	114.00	Each	$1,115.34	0.00	$127,148.76

A late charge of 1.5% per month with a minimum charge of $5.00 will be assessed on all past due invoices.
For any billing questions please e-mail kaguilar@ibedigital.com
Thank you for your business!

Subtotal	$969,552.2
Discount	$0.0
Freight	$392.0
Sales Tax	$64,461.0
Sales Order Total	$1,034,405.9

Statement of Work
Aruba ClearPass Deployment
for

All information enclosed within this document is confidential and may not be disseminated to any party other than the addressee without the express, written consent of IBE Digital

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1 Overview

The purpose of this Statement of Work is to outline the path that will enable IBE Digital, to commence and deliver a professional services engagement for the City of Montebello. This Statement of Work is based on the initial scope of work but is not a detailed project plan. A project plan will be created and managed by the technical resources assigned to the project once the Statement of Work has been approved. This Statement of work is focused on the deployment of ClearPass.

2 Background

The goal of this project is to deploy Aruba ClearPass. Aruba ClearPass is a leading policy management platform that facilitates efficient secure network access management and monitoring. ClearPass allows you to safely connect business and personal devices to your network in compliance with your security policies. It allows you to grant full or limited access to devices based on users' roles, device type, and cybersecurity posture.

3 Assumptions

Standard project deployment assumptions:

- The Project will include, but not be limited to the following:
  - Definition of project/estimated costs
  - Project prerequisites, should they apply
  - Project implementation
  - Project management/documentation
  - Procurement of required materials
- During the procurement process, IBE can assist by expediting the delivery of equipment and standardizing billing for all costs associated with this project. All procurement pricing included in this Statement of Work is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.
- Client understands that service interruptions may occur throughout the course of the project. IBE will make reasonable efforts to forewarn personnel so they may prepare.
- Access to the physical space, server and services will be made available during normal business hours.
- Access to all employees and their equipment affected by the project will be made available during normal business hours.
- After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.
- IBE is not responsible for the following:
  - Removing boxes or shipping materials
  - Disposing of or transporting IT equipment
- Any items not specifically addressed by this Statement of Work will be addressed by a mutually agreed change order.

Assumptions specific to this project:

- Client is responsible for obtaining technical support, media, and licensing from all 3rd-party application vendors.
- While IBE will make a best effort attempt to coordinate with 3rd party vendors, Client is responsible to ensure cooperation of other parties that will participate in this initiative.
- Costs related to delays by the Client or 3rd party vendors, that occur after a mutually agreed upon schedule by all parties, are not included in this quote. Work that has been scheduled and is missed, by either the client or a third-party, with less than one-hour notice will be billed in full if Time & Materials or may be included in a change order if Fixed Price.
- Services are quoted using IBE approved designs, and assumes that customer is utilizing recommended hardware, software, and configuration best practices to support new and existing systems. Unknown, unapproved, or unsupported hardware and software will be serviced with a best-effort approach, and any additional time and/or materials needed to provide a complete solution will be quoted in project Change Order.
- All systems within the scope of this engagement must be in proper working order. Steps taken to remediate systems not in a 'healthy' state will be considered outside the scope of the engagement.
- Any system(s) being affected by the project have adequate backup and restoration capabilities and the appropriate precautions have been taken.
- All necessary security clearance, access, parking, passwords, and technical resources are provided without delay during the Engagement.
- Access to power and physical facilities, wiring, cable space, cabinet, and shelf or rack space are available for all equipment within the scope of this project.
- Client is responsible for providing a single point of contact for project coordination with IBE.
- Client is responsible for providing timely clarification and resolution regarding the integrity of data/information supplied to IBE.
- If the information presented to IBE is found to be inaccurate, we reserve the right to initiate a change order to account for the extra services not incorporated into the proposal.
- IBE is not responsible for 3rd party application functionality. Industry leading tools will be used but the success of such tools is dependent on many variables outside IBE's control.

4 Project Deliverables

[redacted]

[redacted]

5 Pricing

Cost Breakdown	Price
Professional Services	**$8,3[illegible]**
Fixed Fee Project	
Software	**$55,970.96**
See Quote 40112 for Detail	
Total Project Cost	**$64,318.96**

Sourcewell Contract # 030321-KON

6 Terms and Conditions of Service

By executing this Schedule of Services, Client agrees to purchase the services designated above and further agrees that the services shall be subject to the following Terms and Conditions of Service.

1. Fees and Payment: Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. Client shall be responsible for all applicable taxes arising from the services. IBE Digital may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Undisputed invoices not paid by the due date may be subject to a monthly service charge which is the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by law.

2. Limited Warranty: (a) IBE Digital warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. IBE Digital sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for IBE Digital to re-perform any deficient services, or, if IBE Digital is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. IBE Digital shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.

(b) THIS SECTION 2 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY IBE DIGITAL. ALL COVERED MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY IBE DIGITAL HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

3. COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this Schedule and for twelve (12) months

thereafter, if either party retains the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars ($50,000).

4. LIMITATION OF LIABILITY: **(A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. IBE DIGITAL SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. (B). EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IBE DIGITAL'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SCHEDULE, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO IBE DIGITAL FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.**

5. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by IBE Digital shall be deemed Confidential Information and proprietary information of IBE Digital without any marking or further designation. Client may use such information solely for its own internal business purposes. IBE Digital shall retain all rights to the aforementioned, which shall be returned to IBE Digital upon termination of the applicable Schedule. (c) IBE Digital shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

6. Independent Contractor: IBE Digital and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

7. Assignment: This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

8. Complete Understanding; Modification: This Schedule shall constitute the full and complete understanding and agreement between Client and IBE Digital supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.

9. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Schedule shall continue in full force and effect.

10. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

11. Counterparts. This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive

their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

Additional Terms and Conditions

Change Orders
Any items not specifically addressed by this document will be addressed by a change order process and will be billed the same pricing structure agreed upon in the Schedule of Services associated with the project outlined in this document. In the event of change in scope, you will be notified prior to the billing of any additional services.

After Hours Work
After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.

Procurement Services
All procurement pricing included in this proposal is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.

Fees, Taxes and Shipping
All prices are exclusive of any applicable sales or use taxes, and shipping costs.

IBE Digital is not responsible for the following:

- Removing boxes or shipping materials
- Disposing of or transporting IT equipment

By executing this Statement of Work, Client agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

City of Montebello
Signature:

Name:
Title:
Date:

IBE Digital
Signature:

Name: Ronald Varing
Title: President
Date: 06/13/2022

11266 Monarch St.
Suite B
Garden Grove, CA 92841
(562)921-0202

SALES QUOTE

Sales Quote No: 40112
Date: 2/14/22
Account No: [redacted]

Bill To:
City of Montebello
Attn: Accounts Payable
1600 W Beverly Blvd
Montebello, CA 90640

Ship To:
City of Montebello
Attn: City Hall
1600 W Beverly Blvd
Montebello, CA 90640

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Sloan Varing		FedEx Ground- No Charge	30 Days	3/16/22

Notes

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Item No	Description	Quantity	UM	Price	Disc	Amount
JZ508A	HPE Aruba ClearPass Policy Manager C1000 Security appliance rack mountable	1.00	Each	$4,798.97	0.00	$4,798.97
H9TY7E	HPE Foundation Care Next Business Day Exchange Service Extended service agreement replacement 5yrs	1.00	Each	$5,138.88	0.00	$5,138.88
JZ399AAE	HPE Aruba ClearPass Cx000V VM-Base Appliance License ESD	1.00	Each	$2,611.67	0.00	$2,611.67
H9WX9E	HPE Foundation Care Software Support 24x7 Tech support for Clear Pass Cx000V VMBased Appliance 5yrs	1.00	Each	$1,273.92	0.00	$1,273.92
JZ400AAE	HPE Aruba ClearPass New Licensing Access- 100 concurrent endpoints ESD	1.00	Each	$2,286.33	0.00	$2,286.33
H9WT9E	HPE Foundation Care Software Support 24x7 Tech support for Aruba ClearPass New Licening Access 5yrs	1.00	Each	$1,102.08	0.00	$1,102.08
JZ472AAE	HPE Aruba ClearPass OnGaurd License 10 endpoints ESD Linux, Win, Mac	1.00	Each	$1,470.18	0.00	$1,470.18
H9WR9E	HPE Foundation Care Software Support 24x7 Tech support for Aruba ClearPass New Licening OnGuard 5yrs	1.00	Each	$768.96	0.00	$768.96
JZ436AAE	HPE Aruba ClearPass New Licensing Onboard License 100 users ESD Linux, Win, Mac	1.00	Each	$2,285.22	0.00	$2,285.22
H9WV9E	HPE Foundation Care Software Support 24x7 Tech support for Aruba ClearPass New Licening Onboard 5yrs	1.00	Each	$1,102.86	0.00	$1,102.86
H30JWA1	CAREPACK ARUBA CP DEPLOY QUICKSTART SVC	1.00	Each	$32,640.00	0.00	$32,640.00

A late charge of 1.5% per month with a minimum charge of $5.00 will be assessed on all past due invoices.
For any billing questions please e-mail kaguilar@lbedigital.com
Thank you for your business!

Subtotal	$55,479.07
Discount	$0.00
Freight	$0.00
Sales Tax	$491.89
Sales Order Total	$55,970.96

SALES QUOTE

ibe digital
11266 Monarch St.
Suite B
Garden Grove, CA 92841
(562)921-0202

Sales Quote No: 40113
Date: 2/15/22
Account No: [redacted]

Bill To: City of Montebello
Attn: Accounts Payable
1600 W Beverly Blvd
Montebello, CA 90640

Ship To: City of Montebello
Attn: City Hall
1600 W Beverly Blvd
Montebello, CA 90640

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Sloan Varing		FedEx Ground- No Charge	30 Days	3/17/22

Notes

NCPA 01-97

Item No	Description	Quantity	UM	Price	Disc	Amount
6WY24AV	HP INC.:HP EliteDesk 800 G6 DM 35W PC	325.00	Each	$968.95	0.00	$314,908.75
6ME14AV	HP INC.: ENERGY STAR Certified	325.00	Each	$0.00	0.00	$0.00
192J6AV	HP INC.:Electronic TCO Certified labeling	325.00	Each	$0.00	0.00	$0.00
8WY85AV	HP INC.: Intel Core i7-10700T 2GHz 8C 35W	325.00	Each	$0.00	0.00	$0.00
1W835AV	HP INC.: 16 GB (1x16GB) DDR4 2933 SODIMM	325.00	Each	$0.00	0.00	$0.00
30P19AV	HP INC.:Intel AX201 ax2x2 WW ExtAnt2 WLAN	325.00	Each	$0.00	0.00	$0.00
9VR98AV	HP INC.:No Flex Port 2	325.00	Each	$0.00	0.00	$0.00
8WY31AV	HP INC.:Display Port Port v2	325.00	Each	$0.00	0.00	$0.00
8WZ68AV	HP INC.:512GB M.2 2280 PCIe NVMe TLC SSD	325.00	Each	$0.00	0.00	$0.00
9VD83AV	HP INC.:DM No SATA HDD Bracket G6	325.00	Each	$0.00	0.00	$0.00
8XW90AV#ABA	HP INC.: HP KBD MUS WL BusSlim Keyboard	325.00	Each	$0.00	0.00	$0.00
8WZ36AV	HP INC.: Win 10 Pro 64	325.00	Each	$0.00	0.00	$0.00
4YH35AV#ABA	HP INC.: OS Localization U.S.- English localization	325.00	Each	$0.00	0.00	$0.00
8XW18AV#ABA	HP INC.: HP 800 G6 DM CKIT	325.00	Each	$0.00	0.00	$0.00
8XW20AV#ABA	HP INC.: 3/3/3 DM Warranty	325.00	Each	$0.00	0.00	$0.00
8WZ04AV	HP INC.: Single Unit (DM) Packaging	325.00	Each	$0.00	0.00	$0.00
8WY65AV	HP INC.: 65 Watt EPS3-pin	325.00	Each	$0.00	0.00	$0.00
3F697AV	HP INC.: Intel CML Core i7 vpro Label	325.00	Each	$0.00	0.00	$0.00

A late charge of 1.5% per month with a minimum charge of $5.00 will be assessed on all past due invoices.
For any billing questions please e-mail kaguilar@ibedigital.com
Thank you for your business!

Subtotal	$314,908.7
Discount	$0.(
Freight	$0.(
Sales Tax	$32,278.:
Sales Order Total	$347,186.!

11266 Monarch St.
Suite B
Garden Grove, CA 92841
(562)921-0202

SALES QUOTE

Sales Quote No: 40114
Date: 2/15/22
Account No: [redacted]

Bill To:
City of Montebello
Attn: Accounts Payable
1600 W Beverly Blvd
Montebello, CA 90640

Ship To:
City of Montebello
Attn: City Hall
1600 W Beverly Blvd
Montebello, CA 90640

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Sloan Varing		FedEx Ground- No Charge	30 Days	3/17/22

Notes

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Item No	Description	Quantity	UM	Price	Disc	Amount
31Z44AV	HP INC.: HP ZBook IDS i7-11850H fWWAN Fury 15.6 G8BNBPC	53.00	Each	$2,118.29	0.00	$112,269.37
354X0AV	HP INC.: Win 10 Pro 64	53.00	Each	$0.00	0.00	$0.00
4SS11AV#ABA	HP INC.: OS Localization U.S.- English localization	53.00	Each	$0.00	0.00	$0.00
355C7AV	HP INC.: Integrated HD 720p IR DM Webcam	53.00	Each	$0.00	0.00	$0.00
354T0AV	HP INC.: 15.6 FHD AG LED UWVA 250 fHDC IR ALS flt	53.00	Each	$0.00	0.00	$0.00
354Q7AV	HP INC.: 32GB (2x16GB) DDR4 3200 SODIMM Mem	53.00	Each	$0.00	0.00	$0.00
355B5AV	HP INC.: 512GB PCIe NVMe TLC SSD	53.00	Each	$0.00	0.00	$0.00
355C8AV	HP INC.: IntelWiFi6AX201ax2x2MUMIMO160MHz+BT5WW2A	53.00	Each	$0.00	0.00	$0.00
354V4AV	HP INC.: No WWAN for HD+IR	53.00	Each	$0.00	0.00	$0.00
354R4AV	HP INC.: NVIDIA RTX T1200 4GB GFX	53.00	Each	$0.00	0.00	$0.00
354Z4AV	HP INC.: SEC Fingerprint Sensor	53.00	Each	$0.00	0.00	$0.00
354U7AV	HP INC.: No Near Field Communication (No NFC)	53.00	Each	$0.00	0.00	$0.00
354Q9AV	HP INC.: 150 Watt Smart PFC Slim AC Adapter	53.00	Each	$0.00	0.00	$0.00
354X7AV#ABA	HP INC.:C5 1.0m tag PRM Power Cord	53.00	Each	$0.00	0.00	$0.00
354R1AV	HP INC.: 8 Cell 94 WHr Long Life	53.00	Each	$0.00	0.00	$0.00
355D2AV#ABA	HP INC.: TP+PS BL SR KBDPM	53.00	Each	$0.00	0.00	$0.00
355G0AV#ABA	HP INC.: 3/3/0 Warranty	53.00	Each	$0.00	0.00	$0.00
354U3AV	HP INC.: AMT Enabled	53.00	Each	$0.00	0.00	$0.00
355D1AV#ABA	HP INC.: Country Localization	53.00	Each	$0.00	0.00	$0.00
354V6AV	HP INC.: Standard Packaging	53.00	Each	$0.00	0.00	$0.00
18P81AV	HP INC.: Core i7 vPro sz3 G11 Label	53.00	Each	$0.00	0.00	$0.00
2SU55AV#ABA	HP INC.: DIB HP TB Dock 230 W G2 U.S.- English localization	53.00	Each	$0.00	0.00	$0.00
1Y630AV	HP INC.: Electronic Energy Star labeling (EStar)	53.00	Each	$0.00	0.00	$0.00
3E756AV	HP INC.: Electronic TCO Certified labeling	53.00	Each	$0.00	0.00	$0.00
2E0U1AV	HP INC.: InTile Capable	53.00	Each	$0.00	0.00	$0.00

A late charge of 1.5% per month with a minimum charge of $5.00 will be assessed on all past due invoices.
For any billing questions please e-mail kaguilar@ibedigital.com
Thank you for your business!

Subtotal	$112,269.3
Discount	$0.0
Freight	$0.0
Sales Tax	$11,507.6
Sales Order Total	$123,776.9

SALES QUOTI

11266 Monarch St.
Suite B
Garden Grove, CA 92841
(562)921-0202

Sales Quote No: 40115
Date: 2/15/22
Account No: [redacted]

Bill To: City of Montebello
Attn: Accounts Payable
1600 W Beverly Blvd
Montebello, CA 90640

Ship To: City of Montebello
Attn: City Hall
1600 W Beverly Blvd
Montebello, CA 90640

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Sloan Varing		FedEx Ground- No Charge	30 Days	3/17/22

Notes

NCPA 01-97

Item No	Description	Quantity	UM	Price	Disc	Amoun
9JD40AV	HP INC.: HP RCTO Z2 Mini G5 WKS	25.00	Each	$1,681.44	0.00	$42,036.00
9JD61AV	HP INC.: ENGERGY STAR Certified Label	25.00	Each	$0.00	0.00	$0.00
1D4N6AV	HP INC.: Electronic TCO Certified labeling	25.00	Each	$0.00	0.00	$0.00
9JE08AV	HP INC.: Intel Core i7-10700K 3.8GHz 8C 125W	25.00	Each	$0.00	0.00	$0.00
1D4N2AV	HP INC.: 32GB (2x16GB) DDR4 3200 SODIMM NECC	25.00	Each	$0.00	0.00	$0.00
9JE58AV	HP INC.: IntelWi-Fi6AX210ax2xMUMIMOmvP+BT5WW2Ant	25.00	Each	$0.00	0.00	$0.00
206K9AV	HP INC.: NVIDIA Quadro T2000 4GB HiPwrCool MXMGFX	25.00	Each	$0.00	0.00	$0.00
9JD64AV	HP INC.: No Adapters Needed	25.00	Each	$0.00	0.00	$0.00
9JD65AV	HP INC.: No Load Flex Port	25.00	Each	$0.00	0.00	$0.00
9JD74AV	HP INC.: Z Turbo Drive 512GB 2280 TLC SSD	25.00	Each	$0.00	0.00	$0.00
9JD67AV	HP INC.: Operating System Load to M.2	25.00	Each	$0.00	0.00	$0.00
10D41AV#ABA	HP INC.: HP USB 320K KB	25.00	Each	$0.00	0.00	$0.00
10D39AV	HP INC.: HP WRD 320M Mouse	25.00	Each	$0.00	0.00	$0.00
9JE36AV	HP INC.: Win 10 Pro 64	25.00	Each	$0.00	0.00	$0.00
4YQ39AV#ABA	HP INC.:OS Localization U.S.- English localization	25.00	Each	$0.00	0.00	$0.00
9JD76AV	HP INC.: HP ZCentral Remote Boost 2020 SW for Z	25.00	Each	$0.00	0.00	$0.00
9JD83AV#ABA	HP INC.: HP Z2 Mini G5 CKIT	25.00	Each	$0.00	0.00	$0.00
9JE60AV#ABA	HP INC.: 3/3/3 Mini Warranty	25.00	Each	$0.00	0.00	$0.00
9JE31AV	HP INC.: Single Unit (Mini) Packaging	25.00	Each	$0.00	0.00	$0.00
9JE02AV	HP INC.: 280 Watt EPS3-pin C14	25.00	Each	$0.00	0.00	$0.00
4D960AV#ABA	HP INC.: DIB Adobe Substance 3D Collection Plan	25.00	Each	$0.00	0.00	$0.00
4B9E3AV	HP INC.: HP Smart Support	25.00	Each	$0.00	0.00	$0.00

A late charge of 1.5% per month with a minimum charge of $5.00 will be assessed on all past due invoices.
For any billing questions please e-mail kaguilar@ibedigital.com
Thank you for your business!

Subtotal	$42,036.0
Discount	$0.0
Freight	$0.0
Sales Tax	$4,308.6
Sales Order Total	$46,344.6

11266 Monarch St.
Suite B
Garden Grove, CA 92841
(562)921-0202

SALES QUOT

Sales Quote No: 40116
Date: 2/15/22
Account No: [redacted]

Bill To:
City of Montebello
Attn: Accounts Payable
1600 W Beverly Blvd
Montebello, CA 90640

Ship To:
City of Montebello
Attn: City Hall
1600 W Beverly Blvd
Montebello, CA 90640

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Sloan Varing		FedEx Ground- No Charge	30 Days	3/17/22

Notes
NCPA 01-97

Item No	Description	Quantity	UM	Price	Disc	Amou
189T0AA#ABA	HP INC.: SBUY E24u G4 23.8in FHD USB-C Monitor	700.00	Each	$227.31	0.00	$159,117.0(

A late charge of 1.5% per month with a minimum charge of $5.00 will be assessed on all past due invoices.
For any billing questions please e-mail kaguilar@ibedigital.com
Thank you for your business!

Subtotal	$159,117.0
Discount	$0.0
Freight	$0.0
Sales Tax	$16,309.4
Sales Order Total	$175,426.4

ibe digital

11266 Monarch St.
Suite B
Garden Grove, CA 92841
(562)921-0202

SALES QUOT

Sales Quote No: 40120
Date: 3/3/22
Account No: [redacted]

Bill To:
City of Montebello
Attn: Accounts Payable
1600 W Beverly Blvd
Montebello, CA 90640

Ship To:
City of Montebello
Attn: City Hall
1600 W Beverly Blvd
Montebello, CA 90640

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Sloan Vering		Best Way	30 Days	4/2/22

Notes
NCPA 01-97

Item No	Description	Quantity	UM	Price	Disc	Amou
ACCSMNT	Startech Thin Client Mount - VESA Mounting Bracket	325.00	Each	$29.89	0.00	$9,714.25

A late charge of 1.5% per month with a minimum charge of $5.00 will be assessed on all past due invoices.
For any billing questions please e-mail kaguilar@ibedigital.com
Thank you for your business!

Subtotal	$9,714.25
Discount	$0.00
Freight	$0.00
Sales Tax	$995.71
Sales Order Total	$10,709.96

11266 Monarch St.
Suite B
Garden Grove, CA 92841
(562)921-0202

SALES QUO

Sales Quote No: 40129
Date: 3/31/22
Account No: [redacted]

Bill To:
City of Montebello
Attn: Accounts Payable
1600 W Beverly Blvd
Montebello, CA 90640

Ship To:
City of Montebello
Attn: City Hall
1600 W Beverly Blvd
Montebello, CA 90640

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Sloan Varing		NA	30 Days	4/30/22

Notes
CMAS # 3-21-12-1010

Item No	Description	Quantity	UM	Price	Disc	Amou
5060408461426	YubiKey 5 NFC	600.00	Each	$39.35	0.00	$23,610.0

A late charge of 1.5% per month with a minimum charge of $5.00 will be assessed on all past due invoices.
For any billing questions please e-mail kaguilar@ibedigital.com
Thank you for your business!

Subtotal	$23,610.00
Discount	$0.00
Freight	$0.00
Sales Tax	$0.00
Sales Order Total	$23,610.00

MASTER AGREEMENT

This **Master Agreement**, including the attached Exhibits/Addendum/Statements of Work (**"Agreement"**), is entered into by and between I Copy, I DBA IBE Digital, an California corporation with principal offices located at 11266 Monarch St STE B Garden Grove, CA 92841 (**"DEALER"**) and City Montebello, with principal office located at 1600 W Beverly Blvd. Montebello, CA. 90640 (**"CUSTOMER"**). This Agreement is made effective as of the day of June 13, 2022(the **"Effective Date"**). In consideration of the mutual covenants contained herein, and for other good and valuable consideration, t receipt and sufficiency of which is acknowledged by both Parties, **DEALER** and CUSTOMER hereby enter into this Agreement. Whenever used in tl Agreement, the term CUSTOMER shall be understood to include CUSTOMER and each of its subsidiary and affiliate entities. The individuals signing tl document acknowledge that they have the express authority and are authorized to do so on behalf of the Party indicated.

This Agreement includes the following attachments:

Terms and Conditions
(Exhibits/Addendum/Statements of Work)

City of Montebello ("CUSTOMER")

By: _____

Printed Name

Title

Date

I Copy, Inc DBA IBE Digital ("DEALER")

By: _____

Ron Varing
Printed Name

Presdient
Title

06/13/2022
Date

Signature Page

AGREEMENT TERMS AND CONDITIONS

DEFINITIONS

"Agreement" means the Master Agreement being entered into between DEALER and CUSTOMER, which Agreement includes these Terms and Conditions and all of the attached Exhibits, Addendum and Statements of Work which may be added to and become a part hereof by the mutual consent of the Parties.

"CUSTOMER and/or CUSTOMER Data" means CUSTOMER's data and content that is transferred by CUSTOMER to DEALER or received from CUSTOMER and processed by DEALER.

"Fees" means any Equipment Costs, Usage Charges, Parts, Supplies, Subscription Fees, Professional Services Fees and/or other fees which are mutually agreed to between DEALER and CUSTOMER, or on any future mutually agreed upon in any Exhibit, Addendum, Statement of Work signed by both parties.

"Intellectual Property Rights" means any patent rights, copyrights, trade secrets, trademarks, service marks, know-how, and any other similar rights or intangible assets recognized under any laws or international conventions and in any country or jurisdiction in the world, and all present and future registrations, applications, disclosures, renewals, extensions, continuations, or reissues of the same.

"Internal Use" means ordinary use by CUSTOMER for its own internal business purposes and not for personal or household purposes. Except as permitted in the preceding sentence, Internal Use does not include the right to provide the DEALER Services to third parties for other commercial purposes whether by lease, rental, transfer, assignments, sale, sublicense, or any other means, including commercial time-sharing, rental, or service bureau use.

"DEALER Services" means all the services (such as application services) described in this Agreement that are provided by DEALER, or third party subcontractors, to CUSTOMER under this Agreement including, but not limited to, those services set forth within any Exhibit, Addendum, or Statement of Work as well as any other services that may be specified in a future mutually agreed upon Exhibit, Addendum, or Statement of Work signed by both parties.

"DEALER Software" means the application and utility software developed by DEALER.

"Exhibit, Addendum, Statement of Work" means the document that will be created, and mutually agreed upon and signed by both parties, to define the details of the services and/or equipment to be provided or be performed as described.

"Hosting Site" means the computer networks and operating system software that is provided by DEALER OR A THIRD PARTY through an arrangement of DEALER.

"Regulatory Requirements" mean Federal, State and local laws, rules and regulations applicable to this Agreement, the DEALER System, and CUSTOMER's use of the DEALER Services.

"Site" means each CUSTOMER site that will be receiving the DEALER Services and/or equipment, which sites are set forth on the attached Exhibit, Addendum, or Statement of Work.

"Site Sign Off" means a checklist indicating completion of set up, training, and if applicable, network connections and data conversion services.

Additional Documents means the Exhibits, Addendum, or Statements of Work added from time to time to this Agreement and the corresponding terms and conditions entered into by the Parties from time to time, and made a part hereof.

Additional Services refers to consulting and other technology services, security services, and/or maintenance and support service that may be provided by DEALER, or third party subcontractors, which are outside the scope of this Agreement and related Exhibits, Addendum, and Statements of Work.

Applications mean any and all software products or services that may operate on the CUSTOMER Network or may be delivered as a Service.

Authorized Contact(s) means contacts designated by CUSTOMER who may approve Services requested, and on whose approval shall be considered valid and payable under the terms of this Agreement.

Business Hours, unless otherwise noted, means the hours of 8:00 am until 5:00pPM Eastern Time, Monday through Friday, excluding recognized DEALER holidays.

CUSTOMER Equipment refers to any equipment owned by CUSTOMER and within DEALER's management, control or possession.

CUSTOMER Network means the technology equipment owned or leased by CUSTOMER, or through which CUSTOMER receives services (e.g., hosted virtual servers, firewalls, etc.) including but not limited to, routers, firewall appliances, switches, computer servers, cabling, computer workstations, portable computers, tablets, peripheral devices, storage devices, remote-connectivity and wireless devices, software, firmware, drivers and related products.

Confidential Information means the terms of this Agreement and any confidential and/or proprietary information and data related to technology and business activities, including, but not limited to, trade secrets, technical, developmental, marketing, sales, strategies, operating, performance, cost, know-how, business and process information; computer programming techniques, file formats, interface protocols and interface formats, computer programs and software (including, but not limited to architecture diagrams, source code, object code, software output, screen displays/file hierarchies, graphics and user interfaces), all record bearing media containing or disclosing such information and techniques; samples, models or prototypes, or parts thereof; formulas; CUSTOMER or third party data. Confidential Information does not include information which (a) has been or may in the future be published or is now or may in the future be otherwise in the public domain through no fault of the receiving Party; (b) prior to disclosure pursuant to this Agreement is property within the legitimate possession of the receiving Party; (c) subsequent to disclosure pursuant to this Agreement is lawfully received from a third party having rights in the information without restriction; and (d) is independently developed by the receiving Party through parties who have not had access to such Confidential Information.

Connectivity refers to data transmission with satisfactory throughput from computer(s) within CUSTOMER Resources destined for hosted service(s) through the global Internet or a dedicated network facility rented from a communications carrier and connected to the hosted data center for the purpose of using network services.

Equipment means that hardware set forth on an attached Exhibit, Addendum or Statement of Work.

Material Breach means any material failure to comply with any term of this Agreement.

Party or Parties means DEALER and CUSTOMER individually or collectively.

Product means technology equipment and/or services, not already owned or leased by CUSTOMER, which DEALER may supply as a part of the Services and other projects, including but not limited to, computers, networking equipment and peripherals, as well as services delivered solely by automated systems.

Recognized Holidays means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Remediation Fees mean those fees and costs necessary to bring equipment, systems, or network to the operating specifications in existence prior to an intrusion, breach, or failure of CUSTOMER's equipment, system, or network.

Service Fees mean the periodic fees paid to DEALER by CUSTOMER for services included under one or more Exhibits. Addendum, or Statement of Work to this Agreement.

Service Request(s) refers to specific requests for Products or Services made by a CUSTOMER's Authorized Contact to DEALER.

Service Requestor(s) means contacts designated by CUSTOMER who are authorized to request Products or Services.

Service Level Agreement(s) (SLA) means the performance standards described in each Exhibit, Addendum, or Statement of Work.

Setup Fee(s) refers to a one-time fee payment required to bring equipment to industry standards prior to the initiation of Services under one or more Exhibits, Addendum, or Statement of Work to this Agreement.

Setup Period means the period beginning on the date Services are scheduled to begin and ending on the date when services are fully provisioned, as defined by one or more Exhibits, Addendum, or Statement of Work attached to this Agreement.

Technician refers to various DEALER employees who may work on the

CUSTOMER Equipment, Network, or Services either in person on the CUSTOMER site, remotely by means of telephone support, through remote access of the CUSTOMER Network or by other activities either at the CUSTOMER site, DEALER facilities or other locations.

Term refers to a period time during which services are provided under one or more Exhibits, Addendum, or Statement of Work to this Agreement.

Labor Rate refers to the hourly rate charged to CUSTOMER for the use of DEALER labor for services which are outside the scope of DEALER's monthly service agreement with CUSTOMER or required for Remediation. Rates may vary by skill set and changed upon Notice to CUSTOMER.

Monthly User Count refers to the total number of distinct named users who utilized a Service during the monthly billing period for which charges are being computed.

Monthly Copy Count refers to the total number of 8.5 x11 impressions made by CUSTOMER during the month multiplied by the monochrome, color, or oversize rate.

End User Billing refers to a direct billing relationship between DEALER and CUSTOMER. End user billing is computed by multiplying the CUSTOMER Billing Rate for a Service by the Monthly User or Copy Count or amount in excess of a base amount for a Service.

1. **DEALER SERVICES AND DEPLOYMENT.**

1.1 Dealer Services Purchased. DEALER agrees to provide to CUSTOMER the DEALER Equipment and/or Services set forth in this Agreement including those specifically set forth on the attached Exhibit, Addendum or Statement of Work. Additional DEALER Equipment or Services may be provided to CUSTOMER to the extent set forth in any additional Exhibit, Addendum or Statement of Work executed in the future by both parties.

1.2 Deployment. Upon execution of this Agreement by both parties, both parties will promptly undertake the activities and set-up necessary to allow CUSTOMER access to the DEALER Services. After the Effective Date, DEALER will follow the estimated "go-live" date and CUSTOMER shall cooperate with all CUSTOMER responsibilities. Both parties agree to make a good faith effort to complete the site preparation, setup, training and, if applicable, conversion activities (the "**Deployment**") in a timely fashion and to perform the Deployment according to the responsibilities described in the Exhibit, Addendum, or Statement of Work. CUSTOMER further agrees to cooperate with DEALER in fulfilling any reasonable request that is necessary to complete the Deployment in a timely and professional manner. DEALER will notify CUSTOMER when the Deployment is complete (the "**Commencement Date**".)

1.3 Commencement and Testing. On the Commencement Date, DEALER will provide access to the test environment for inspection and evaluation purposes of certain Services, but not for productive or commercial use. CUSTOMER will execute the Site Sign-Off within three (3) days from the Commencement Date ("**Testing Period**"), and CUSTOMER will indicate either (a) that Deployment is complete in accordance with the responsibilities set forth in the Exhibit, Addendum or Statement of Work, or (b) within such Testing Period, describe in reasonable detail, all Deployment requirements that are not completed. If CUSTOMER does not provide timely notice of uncompleted Deployment activities during the Testing Period as set forth above or if CUSTOMER uses the hosted site for productive or commercial purposes for a period of two (2) business days or more at the Site, then the test environment will be deemed accepted by CUSTOMER ("**Deemed Acceptance**").

1.4 Acceptance or Correction. CUSTOMER's acceptance of the test environment ("**Acceptance**") occurs on the earlier of (i) the receipt of CUSTOMER's notice of acceptance or (ii) Deemed Acceptance. If, during the Testing Period, CUSTOMER provides notice describing uncompleted Deployment requirements, then DEALER will use commercially reasonable efforts to complete the Deployment Requirements.

1.5 Licensing: Software must be properly licensed. In certain instances, CUSTOMER will be required to register the use of license keys with the software vendor (i.e. all Microsoft licenses) and complete and file requisite documentation and maintain software assurance or other maintenance as required by the software vendor. **ALL THIRD PARTY SOFTWARE IS PROVIDED "AS IS" AND CUSTOMER SHALL LOOK SOLELY TO THE SOFTWARE DEVELOPER FOR ANY CLAIMS.**

2. **LICENSE GRANT; RESTRICTIONS.** Subject to the terms and conditions of this Agreement and upon Acceptance, DEALER grants to CUSTOMER, during the Term of this Agreement as defined in Section 14, license to access and use the applicable DEALER Services and DEALER Software solely for CUSTOMER's Internal Use. CUSTOMER acknowledges that nothing in this Agreement provides CUSTOMER with a right to directly access the code of the DEALER Software and that the DEALER Software will be installed only on the servers provided by the Hosting Sites. CUSTOMER will not: (i) copy, modify, or create derivative works of the DEALER Services or DEALER Software; (ii) license, sublicense, sell, resell, market, reproduce, transfer, assign, or distribute the DEALER Software in any way; (iii) reverse engineer, decompile, disassemble, or translate the DEALER Software; (iv) access the DEALER Software in order to build a competitive product or service.

3. **SECURITY.** DEALER and CUSTOMER agree to strictly comply with the security measures set forth on the attached Exhibit, Addendum, or Statement of Work in order to protect CUSTOMER Equipment, Network, and Data (the "**Security Measures**"). CUSTOMER acknowledges that, notwithstanding any physical, technical, and/or administrative controls and safeguards that DEALER may institute to protect CUSTOMER Equipment, Network, and Data, the use of or connection to the Internet provides unauthorized third parties the opportunity to circumvent these precautions to gain access to the DEALER Services and CUSTOMER Data. If DEALER reasonably believes that CUSTOMER Data has been accessed by or disclosed to an unauthorized person as a result of the Security Measures being compromised, then DEALER will immediately notify CUSTOMER of the problem's existence and extent (as known) and what DEALER is or can do to correct or Remediate the problem. However, DEALER may temporarily delay notification, to the extent that such delayed notification is required by court order or applicable laws in order for DEALER to assist in any governmental or criminal investigation relating to the unauthorized access to CUSTOMER Data. CUSTOMER shall be solely responsible for informing its customers about any unauthorized access or disclosure of CUSTOMER Data according to applicable law. If a Security breach is a result of CUSTOMER's failure to secure any Dealer Service, CUSTOMER shall be solely responsible for all Remediation Fees necessary to restore CUSTOMER's Equipment or Network.

4. **CHANGES TO THE EQUIPMENT, SERVICES.**

4.1 Changes in DEALER Services. In the normal course of business, DEALER may modify the DEALER Services and/or the DEALER System for reasons including changes in Regulatory Requirements, changes in product and service offerings, changes in communications and computer industry products and standards, and new equipment or system software offerings by DEALER suppliers. DEALER may discontinue any of the DEALER Services immediately upon the imposition of any regulatory, legislative, or judicial determination that the DEALER Services violate any applicable law or regulation or in the event that any Third Party Services or software are no longer available.

4.2 Service Versions. It is agreed that routine modifications, including routine enhancements, patches, bug fixes, and minor updates made generally commercially available ("Standard Updates") to the DEALER Services and DEALER System used by DEALER to provide the Application Services to CUSTOMER will be provided at no additional cost to CUSTOMER.

4.3 Changes in Equipment. Customer may add Equipment by execution of an appropriate Exhibit, Addendum, or Statement of Work. Maintenance and support of CUSTOMER Equipment is for a set period of time and may not be cancelled during the term or any renewal.

5. **FEES.**

5.1 Subscription Fees. Commencing on the Effective Date and continuing each month thereafter, CUSTOMER will pay DEALER the Subscription Fees reflected in DEALER's invoice (which will be in accordance with the terms set forth on the applicable Exhibit, Addendum, or Statement of Work within thirty (30) days of receipt of such invoice. Unless otherwise specified in an Exhibit

Addendum, or Statement of Work, Subscription Fees for the DEALER Services will be due on a monthly basis. For any partial month, CUSTOMER shall pay a pro-rata amount, calculated from the beginning date in which the Subscription Fee or Equipment use is due until the end of the applicable month. During the Initial Term, the Subscription Fees will not be changed other than for increases for third party costs (fuel, parts, supplies, taxes) incurred by DEALER. DEALER may change its Subscription Fees for DEALER Services by notifying CUSTOMER in writing at least thirty (30) days in advance of any Renewal Term, with such new pricing to take effect upon commencement of such Renewal Term. Any such change to the Subscription Fees shall be based on the change in the Consumer Price Index between the Effective Date and the date of the notice for the Los Angeles-Riverside-Orange County, CA region.

5.2 Professional Services Fees. CUSTOMER will pay the Professional Services Fees set forth on Exhibit, Addendum or Statement of Work (and any mutually agreed upon Professional Services Fees that may be set forth in the future). CUSTOMER agrees to reimburse DEALER for all reasonable out-of-pocket expenses (e.g. travel, lodging, meals) in connection with the Services; provided that meals and incidental expenses shall be invoiced at amounts actually incurred. Additional training may be purchased by CUSTOMER at the then prevailing rates, subject to availability of DEALER personnel and resources.

5.3 Additional Fees; Out of Scope Services. Without limiting the general applicability of the forgoing, the following are "out of scope" services subject to additional charges on a mutually agreed basis: (i) delay caused by CUSTOMER's failure to timely fulfill CUSTOMER's responsibilities under the Planning Schedule or to make available the personnel, network configuration, or other system requirements; (ii) correction by DEALER of CUSTOMER errors or defects in CUSTOMER Data or the format thereof and/or additional reformatting or verification testing required as a result of such CUSTOMER errors or defects; (iii) CUSTOMER change orders and/or CUSTOMER requested customizations; (iv) CUSTOMER requested additional services and products, (v) Remediation Services and (vi) failure of CUSTOMER to bring Equipment to industry standards. CUSTOMER requests for professional services that are outside the scope of the type of DEALER Services being provided under this Agreement, are subject to DEALER's acceptance, which acceptance may be withheld in DEALER's discretion.

5.4 Taxes and Additional Charges. CUSTOMER agrees to pay any sales, use, withholding, VAT, excise, personal property, or any other similar tax or charge, or duty or assessment levied or assessed by any governmental authority as a result of receipt of the DEALER Services under this Agreement, or any other service or materials provided to CUSTOMER under this Agreement, with the exception that DEALER will pay any income or similar taxes assessed on DEALER by any governmental authority as a result of DEALER's receipt of revenues pursuant to this Agreement. For avoidance of doubt, to the extent that a sales tax is due and owing to a governmental authority as a result of receipt of the DEALER Services under this Agreement, CUSTOMER (and not DEALER) shall be responsible for payment of any such applicable sales or use taxes.

5.5 Late Payment. CUSTOMER will not make or assert any right of deduction or set-off against DEALER's fees and other charges. Without limiting DEALER's rights and remedies under this Agreement, at law or in equity, DEALER may charge CUSTOMER a late fee of up to 2% per month or the maximum rate permitted by law, whichever is lower, on any fees or other charges to the extent not timely and reasonably disputed ("**Undisputed Amounts**") that are not paid on or before the due date. CUSTOMER shall be responsible for collection costs incurred by DEALER in order to collect Undisputed Amounts owed by CUSTOMER under this Agreement, including without limitation, legal costs. Without limiting the forgoing or any other rights and remedies of DEALER in law or in equity, upon thirty (3) days written advance notice, DEALER may suspend and/or terminate CUSTOMER's access to any DEALER Services for failure to pay DEALER any Undisputed Amounts which are delinquent under this Agreement.

6. ACCESS TO DEALER SERVICES.

6.1 DEALER Services to CUSTOMER Through Remote Access to the Equipment/Hosted System. DEALER will have the right to manage the Equipment and/or Hosting Site, and all equipment, peripheral devices and databases at the hosted site as DEALER deems necessary, and CUSTOMER hereby grants Dealer the right to remote access.

6.2 Privacy and Hosting Site Requirements.

a. Privacy Requirements. DEALER agrees to comply with the privacy terms and conditions, if any, set forth on the attached Exhibit, Addendum or Statement of Work.

b. Transmission of Data. CUSTOMER is responsible for the input, transmission, or delivery to DEALER of all information and data required by DEALER to perform the services in Exhibit, Addendum, or Statement of Work. Provided, however, in the event that CUSTOMER deletes or modifies any CUSTOMER Data, DEALER shall have no liability for such CUSTOMER deletion or modification of CUSTOMER Data. The CUSTOMER Data utilized by CUSTOMER in connection with the DEALER Services must be in a format and manner approved by DEALER. Unless otherwise provided in an Exhibit, Addendum, or Statement of Work, CUSTOMER is solely responsible for daily backup of all data.

6.3 Errors in Data Supplied. DEALER will process items and data and perform the DEALER Services on the basis of information input and supplied by CUSTOMER. DEALER will be entitled to rely upon any data, information, or instructions provided by CUSTOMER. If any error results from incorrect data supplied by CUSTOMER, then CUSTOMER (a) is responsible for discovering and reporting that error to DEALER and supplying the data necessary to correct the error, and (b) assumes any risk of loss caused by such CUSTOMER error in the transportation or transmission by electronic means of data and information from any terminal or remote unit.

7. **THIRD PARTY APPLICATIONS.** DEALER Services may include certain applications listed on an Exhibit, Addendum, or Statement of Work as updated from time to time by DEALER during the term of this Agreement ("**Third Party Applications**") provided by third parties ("**Third Party Providers**") in connection with providing the DEALER Services to CUSTOMER hereunder. DEALER has listed on the Exhibit, Addendum, or Statement of Work those Third Party Applications and Third Party Providers currently being used as of the Effective Date. DEALER will provide CUSTOMER with written notification of any future changes in such Third Party Applications and/or Third Party Providers and update an Exhibit, Addendum , or Statement of Work as applicable. If CUSTOMER orders a Third Party Application as identified on an Exhibit, Addendum, or statement of Work (or in a future mutually agreed upon proposal), CUSTOMER agrees that (i) access to the Third Party Application is subject to, and CUSTOMER agrees to comply fully with, that Third Party Application's terms and conditions, and (ii) to the extent authorized by the Third Party Providers, DEALER will pass through any warranty terms applicable to the Third Party Application. DEALER, however, is not responsible for any warranty support related to that Third Party Application, except to assist CUSTOMER in communicating warranty claims to the Third Party Provider. NOTWITHSTANDING ANYTHING TO THE CONTRARY, DEALER IS NOT LIABLE FOR ANY DELAY IN DELIVERY OR UNAVAILABILITY OF THIRD PARTY APPLICATIONS USED BY CUSTOMER AND DEALER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE RELATED TO SUCH THIRD PARTY APPLICATIONS. ALL SUCH THIRD PARTY APPLICATIONS ARE PROVIDED BY DEALER "AS IS" AND "AS AVAILABLE". Orders by CUSTOMER for Third Party Applications may be non-cancellable and non-returnable to DEALER. DEALER reserves the right to change Third Party Providers or to provide similar services directly to CUSTOMER with notice, provided that the services shall not be materially diminished in quality or performance. DEALER may pass through any increase in fees from Third Party Providers. CUSTOMER shall reimburse DEALER for any Third Party Provider fees or charges incurred by DEALER on behalf of CUSTOMER. The continued availability of Third Party Applications is not within the control of DEALER and CUSTOMER therefore agrees that DEALER may cancel and cease to provide any Third Party Applications with a minimum of fifteen (15) days prior notice at any time without liability to CUSTOMER. In case of cancellation, DEALER will reasonably assist CUSTOMER in identifying an alternative provider of the Third Party Applications. DEALER does not support Third Party Applications other than the Third Party release version commercially supported by DEALER. DEALER does not warrant that the versions of the Third

Party Applications set forth on the attached Exhibit, Addendum, or Statement of Work (as well as the versions of any Third Party Applications added to an Exhibit, Addendum, or Statement of Work by DEALER at a future date), shall operate with the DEALER Application Services to permit CUSTOMER to effectively access and utilize the DEALER Services throughout the Term of this Agreement.

8. DATA SUPPORT SERVICES AND BACKUP.

8.1 Technical Support. DEALER will have personnel available to CUSTOMER's designated technical contact via telephone and/or email to respond to technical or maintenance issues related to the DEALER Services during the hours of 8:00 am – 5:00 pm Pacific Time, Monday through Friday, with the exception of DEALER holidays. ("**Technical Support**".) In the event that Technical Support is required to address a "Production Critical Incident", DEALER will provide CUSTOMER with personnel who will be available to promptly address and resolve the production critical incident on a 24/7/365 basis. Additional Service Rates will be applicable to a "Production Critical Incident."

8.2 Exceptions. CUSTOMER may be responsible for expenses incurred in resolving problems caused by any of the following: (i) CUSTOMER software or other CUSTOMER systems not provided by or through DEALER or approved by DEALER, (ii) failure by CUSTOMER in fulfilling CUSTOMER Responsibilities described below; (iii) customizations or development of new interfaces performed by parties other than DEALER or a DEALER approved or recommended Third Party Provider or (iv) CUSTOMER's failure to secure DEALER services that would prevent the incident. In such event, DEALER and CUSTOMER shall agree on the additional fee to be charged to CUSTOMER for such services.

8.3 Data Backup. DEALER will assist in the recovery of any lost or damaged items or data as an Additional Service not included within the standard services and in the event CUSTOMER declined DEALER back-up services.

9. CUSTOMER RESPONSIBILITIES.

9.1 Management of CUSTOMER Resources. Unless otherwise agreed in writing CUSTOMER is responsible for obtaining and maintaining, at its own expense, all data processing and communications equipment, as well as any third party hardware, software, or services (collectively the "**CUSTOMER Resources**") unless otherwise provided in an Exhibit, Addendum, or Statement of Work.

9.2 CUSTOMER Networks. CUSTOMER acknowledges that changes to CUSTOMER's computer networks may adversely affect the performance of the DEALER Services. Therefore, if CUSTOMER changes its computer networks after Acceptance without receiving written approval from DEALER, then CUSTOMER assumes all risks.

9.3 Training. CUSTOMER's personnel who will administer CUSTOMER's implementation of the DEALER Services must take DEALER's standard product training. In the event of turnover and or reassignment, CUSTOMER agrees to schedule and pay for additional DEALER standard product training to ensure that CUSTOMER maintains trained technical staff at all times during the term of this Agreement.

9.4 Acceptable Use; Security. CUSTOMER will comply with DEALER's operating instructions for the use of the DEALER Services. CUSTOMER will also abide by all local, state, and federal laws applicable to the use by CUSTOMER of the DEALER Services, including without limitation as such laws are amended or adopted from time to time during the term of this Agreement. CUSTOMER acknowledges that DEALER does not control the information passing through the network and that it is CUSTOMER's responsibility to ensure that any CUSTOMER Data complies with all applicable laws and regulations and does not infringe the Intellectual Property Rights or other rights of DEALER or third parties. CUSTOMER: (i) will not use the network to gain or attempt to gain unauthorized access to other computer systems accessible; (ii) will not use the network to interfere with or disrupt use and enjoyment of other customers (interference or disruptions include propagation of computer worms or viruses or use of the network to make unauthorized entry into any other computer or machine accessible via the Internet) and (iii) will take commercially reasonable steps to prevent its users from doing any of the prohibited activities described in either (i) or (ii) above.

9.5 Password and Login Information. DEALER will issue to CUSTOMER an administrative login to access administrative tools and back end support ("**Administrative Login**"). CUSTOMER shall only provide CUSTOMER's employees who are authorized to administer DEALER Services ("**Authorized Administrators**") with access to the Administrative Login. CUSTOMER and its Authorized Administrators are responsible for maintaining the confidentiality of the Administrative Login. CUSTOMER and DEALER will comply with DEALER requirements to help ensure that User Accounts will only be used by the person for whom it was created or other authorized personnel

9.6 CUSTOMER Indemnification.
((intentionally deleted)

10. WARRANTY.

10.1 Limited Professional Services Warranty and Remedy. DEALER warrants that any Professional Services provided by DEALER will be performed in a professional and workmanlike manner consistent with the prevailing standards of the industry.

10.2 Disclaimers and Exclusions. Neither DEALER nor any of its Third Party Providers, licensors, employees, or agents warrant that the operation of the applications will be uninterrupted or error free. Except as expressly provided in this Agreement, DEALER shall not be liable for any damages arising out of use or inability to use the applications unless caused by DEALER's sole acts or omissions which constitute gross negligence or reckless or intentional wrongful acts. DEALER shall not be liable for unauthorized access to or alteration, theft, or destruction of CUSTOMER's Data files, programs, procedures, or information through accident, fraudulent means or devices, or any other method, unless such access, alteration, theft, or destruction is solely caused as a result of DEALER's gross negligence or reckless, or intentional wrongful acts. DEALER does not warrant that the DEALER Services will meet CUSTOMER's requirements or operate in combination with other hardware, equipment, software, systems, or data not provided by or through (or approved or authorized by) DEALER or otherwise conforming to the written specifications provided by DEALER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DEALER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT, BY STATUTE OR BY OPERATION OF LAW OR OTHERWISE, CONTAINED IN OR DERIVED FROM OR RELATED TO THIS AGREEMENT, ANY OF THE ATTACHED EXHIBITS, ADDENDUMS OR STATEMENT OF WORK, ANY OTHER REFERENCED DOCUMENTS, THE SERVICES PERFORMED OR IN ANY OTHER MATERIALS, PRESENTATIONS, OR OTHER DOCUMENTS OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11. INTELLECTUAL PROPERTY OWNERSHIP.

11.1 CUSTOMER. All CUSTOMER Data is and will remain CUSTOMER's property. CUSTOMER grants DEALER and its sub-contractors a limited right and license to modify, copy, use, reformat, display and transmit CUSTOMER Data to the extent necessary to provide CUSTOMER with the DEALER Services set forth in this Agreement and/or Exhibits, Addendum, Statement of Work and to allow DEALER and its subcontractors to perform DEALER's obligations under this Agreement and to comply with any applicable laws.

11.2 DEALER and its Licensors. CUSTOMER acknowledges and agrees that DEALER and its licensors retain all right, title, and interest in and to the DEALER Services, the DEALER Software, and the related documentation. This Agreement is not a sale and does not convey to CUSTOMER any rights of ownership in or related to the DEALER Services, including the DEALER Software, or the Intellectual Property Rights owned by DEALER. DEALER shall retain all right, title, and interest in and to any and all innovations, inventions, improvements, modifications, and works of authorship created, developed, conceived, or reduced to practice by DEALER resulting from the DEALER Services or the performance of any other services hereunder ("**Developed IP**"), and CUSTOMER shall have no rights in the Developed IP whether by implication, estoppel, or otherwise. The DEALER name and logo and DEALER product names are trademarks of DEALER or third parties, and no right or license is granted to use them. DEALER and/or its affiliates have the sole rights to register the DEALER

Services, DEALER Software, documentation, Developed IP, DEALER product names and logos for purposes of copyrights, trademarks, service marks, patents, or otherwise. CUSTOMER shall not remove any notices of such copyrights, trademarks, service marks, patents or other notices from the DEALER Services or the Documentation.

11.3 Indemnification by DEALER. If part or all of the DEALER Service becomes, or in DEALER's opinion is likely to become, the subject of an IP Claim, then DEALER may, at DEALER's option and in its sole discretion, as the sole and exclusive remedy of the CUSTOMER elect to (a) procure for CUSTOMER the right to use the DEALER Services, (b) replace the DEALER Services with other suitable products or modify the DEALER Services so that it becomes non-infringing (subject to any applicable rights of CUSTOMER under Section 4.2 hereof), or (c) terminate the DEALER Services and refund the prepaid portion of any Fees paid by CUSTOMER for unused access to the DEALER Services or any affected portion of such Services. DEALER shall have no liability under this Section 11.3 or otherwise to the extent a claim or suit is based upon (v) any act or omission of any Third Party Providers, (w) the use of the DEALER Services in a manner prohibited under this Agreement, (x) the use of the DEALER Services by CUSTOMER in a manner for which the DEALER Services were not designed or intended, or (y), use of the DEALER Services by CUSTOMER in combination with software (except for Third Party Applications provided by DEALER to CUSTOMER), hardware, data (including without limitation, CUSTOMER Data), or content not provided, by DEALER if the infringement would have been avoided in the absence of that combination. THIS SECTION 11.3 SETS FORTH CUSTOMER'S EXCLUSIVE REMEDIES, AND DEALER'S ENTIRE LIABILITY, FOR INTELLECTUAL PROPERTY INFRINGMENT AND/OR MISAPPROPRIATION CLAIMS DESCRIBED IN THIS SECTION 11.3.

12. **CONFIDENTIAL INFORMATION.**

12.1 Definition. **"Confidential Information"** means any information disclosed by a party (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**) which, if in written, graphic, machine readable, or other tangible form, is marked as "Confidential" or " Proprietary". Furthermore, the parties acknowledge that Confidential Information includes the DEALER Software, CUSTOMER Data, and both parties' financial data, prices, product roadmaps, and this Agreement.

12.2 Confidentiality. Each party will treat as confidential all Confidential Information of the other party, will not use any Confidential Information except to fulfill the purpose of this Agreement, and will not disclose any Confidential Information except to the Receiving Party's employees and subcontractors who specifically "need to know" that information and who are bound by obligations of confidentiality at least as restrictive as those described above. Without limiting the foregoing, each party will use at least the same degree of care and security safeguards (and not less than a reasonable degree of care) it uses to prevent the disclosure of its own confidential information to prevent the unauthorized disclosure of any Confidential Information of the other party. Each party will promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

12.3 Exceptions. Confidential Information excludes information that: (i) was in the public domain at the time of disclosure or has entered the public domain without fault of the Receiving Party; (ii) was known to the Receiving Party without restriction of confidentiality at the time of disclosure; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by the Receiving Party without any use of the Confidential Information; or (v) becomes known to the Receiving Party, without restriction of confidentiality, from a source other than the Disclosing Party and without breach of this Agreement by the Receiving Party. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent that it is required to do so by applicable law or regulating agency, provided that Receiving Party gives notice to Disclosing Party prior to the disclosure and reasonably cooperates with the Disclosing Party's efforts to obtain a protective order or otherwise protect or restrict the disclosure.

12.4 Confidentiality of this Agreement. Both parties acknowledge that this Agreement contains Confidential Information and each party agrees to limit distribution of this Agreement to those individuals with a need to know its contents, including the party's employees, accountants, bankers, auditors, attorneys, and other advisers, and may be disclosed to subcontractors (provided that such subcontractors are not competitors of the other party) or other third parties with whom DEALER or CUSTOMER have a contractual relationship so long as such third party is under a duty of confidentiality in connection with the information disclosed.

13. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, OTHER THAN WITH RESPECT TO ACTS OF GROSS NEGLIGENCE OR ACTS OF WILLFUL MISCONDUCT BY A PARTY, NEITHER DEALER NOR CUSTOMER (INCLUDING WITHOUT LIMTATION DEALER, CUSTOMER AND THEIR RESPECTIVE SUPPLIERS, LICENSORS, OR THIRD PARTY PROVIDERS) SHALL BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF DATA, BUSINESS, OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED ON BREACH OF WARRANTY, CONTRACT, OR TORT (INCLUDING NEGLIGENCE) IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR AVOIDANCE OF DOUBT, THE PARTIES AGREE THAT REASONABLE DEFENSE COSTS AND/OR PAYMENT OBLIGATIONS AS SET FORTH IN SECTION 9.6.a OR b OR SECTION 11.3 AS APPLICABLE, SHALL BE DEEMED DIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, OTHER THAN WITH RESPECT TO INDEMNIFICATION OBLIGATIONS OF A PARTY UNDER SECTION 9.6 OR SECTION 11.3 HEREOF AND/OR WITH RESPECT TO ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY A PARTY, A PARTY'S TOTAL AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT WILL NOT IN ANY EVENT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT OF FEES PAID OR OWED BY CUSTOMER UNDER THE APPLICABLE EXHIBIT, ADDENDUM, OR STATEMENT OF WORK UNDER THIS AGREEMENT, OR (B) THE AMOUNT OF A PARTY'S INSURANCE COVERAGE AVAILABLE TO PAY ANY SUCH CLAIM (BUT ONLY TO THE EXTENT SUCH CLAIM IS COVERED BY INSURANCE AND ONLY UP TO THE AMOUNT OF INSURANCE PROCEEDS ACTUALLY PAID IN CONNECTION WITH SUCH CLAIM). THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY TO MEET ITS ESSENTIAL PURPOSE.

14. **TERM.** Unless otherwise terminated in accordance with the terms of this Agreement including Section 15 ("Termination of Agreement"), this Agreement (including the Services provided under an Exhibit, Addendum, or Statement of Work shall continue from the Effective Date through the conclusion of the Term stated in the Exhibit, Addendum, or Statement of Work, unless terminated by Dealer for cause. An Exhibit, Addendum, and Statement of Work is a term agreement and is not cancellable or refundable.

15. **TERMINATION OF AGREEMENT.**

15.1 Termination by DEALER. DEALER may terminate this Agreement, including all Exhibits, Addendum and Statements of Work, terminate access to all DEALER Services, and all Amounts payable under this Agreement to be immediately due and payable, at any time on or after, the occurrence of any of the following (i) CUSTOMER becomes insolvent or a receiver or conservator is appointed with respect to the CUSTOMER, (ii) CUSTOMER fails to timely pay any Amounts owed to DEALER under this Agreement and then, after ten (10) days written notice, does not cure that failure, or (iii) CUSTOMER materially fails to perform any of its other covenants or obligations under this Agreement and then, after ten (10) days written notice, does not cure that failure.

15.2 Effect of Termination.

a. If this Agreement terminates for any reason, then: (i) all relevant rights and licenses that have been granted to CUSTOMER associated therewith (including without limitation access to the applicable DEALER Services) shall terminate. Furthermore, CUSTOMER and DEALER will destroy or return to the other party all copies of Confidential Information of the other party, and CUSTOMER will destroy or return all relevant copies of DEALER Software contained on any CUSTOMER hard drive or other fixed medium of storage.

b. In the event of termination of this Agreement for any reason, CUSTOMER will pay DEALER (i) the full amounts due under the applicable

Exhibit, Addendum, and Statement of Work ; (ii) any unpaid out-of-pocket costs of DEALER incurred in acquiring any Third Party Applications or providing any Services; and (iii) any applicable de-conversion costs under Section 15.3. The termination of this Agreement shall not affect either party rights to pursue its remedies at law or in equity for the other party's breach prior to such termination.

c. The defined terms, Section 9.6 ("CUSTOMER Indemnification"), Section 10.3 ("Disclaimers and Exclusions"), Section 11 ("Intellectual Property Ownership"), Section 12 ("Confidential Information"), Section 13 ("Limitation of Liability"), Section 15.2 ("Effect of Termination"), and Section 17 ("Miscellaneous"), shall survive any termination or expiration of all of or part of this Agreement, together with any provision otherwise expressly stated to survive such termination or expiration for the maximum period allowed by law.

15.3 De-conversion. Within ten (10) business days of the termination or expiration of this Agreement, DEALER will provide CUSTOMER with a file(s), in accordance with the DEALER Software's standard data export capability, containing the CUSTOMER Data. Any customization to the standard data export or file format will be charged at DEALER's professional service rates at the then prevailing rate hereof. CUSTOMER shall bear its own out-of-pocket costs for non-DEALER Services required for migration of the CUSTOMER Data.

16. MISCELLANEOUS.

16.1 Entire Agreement; Amendment. This Agreement (including all Exhibits and Schedules) constitutes the parties' entire agreement and understanding relating to the DEALER Services and any related matters and supersedes all prior or contemporaneous communications, agreements, or understandings of any nature, whether oral or in writing, between the parties. This Agreement may be modified, amended, or supplemented only by a written instrument executed by both parties.

16.2 Interpretation of this Agreement. Pronouns, nouns, and terms used in this Agreement include the masculine, feminine, and/or neuter and singular and/or plural forms wherever appropriate to the context. "Including" is used to list examples and is not used by way of limitation. "Will", "shall", and "may not" are used as mandatory terms and "may" is used as a permissive term. If any provision of this Agreement is held to be unenforceable or invalid, then all of the remaining provisions will continue in full force and effect. This Agreement shall be deemed to be drafted equally by both parties after consultation with legal counsel.

16.3 No Third Party Beneficiaries. This Agreement confers no rights upon either party employees, agents, users, or contractors or upon any other legal person or legal entity of any kind.

16.4 Assignment. Neither party may transfer or assign this Agreement or any associated rights, in whole or in part, without the prior written consent of the other party, whether through operation of law, change of control, or otherwise; provided that either party may assign this entire Agreement to an acquirer of all or substantially all the stock or assets of such party if the acquiring entity agrees in writing to be bound by the terms and conditions of this Agreement as it existed prior to such assignment.

16.5 Waiver. A waiver of any default by either party will not be deemed to be a continuing waiver or a waiver of any other default or of any other provisions of this Agreement.

16.6 Publicity. DEALER at any time may request CUSTOMER to approve CUSTOMER's name and logo use in DEALER CUSTOMER lists used for marketing purposes; CUSTOMER's specific advance written consent will be required for any such use. Upon prior written consent of the other party, a party may issue a press release (or a joint press release may be issued) relating to the business relationship between the parties. Neither party may use the trade names, trademarks, service marks, logos, or other proprietary marks of the other party or any Third Party Provider in any advertising, marketing, public statement, or trade display without the prior written approval of the other party and, if applicable, the Third Party Provider.

16.7 Force Majeure. Neither DEALER nor CUSTOMER will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are not caused by the gross negligence or wrongful actions or omissions of such party, but instead are delayed or prevented by reason of any act of God, act of war, act or threat of terrorism, fire, natural disaster, accident, act of government, vendor shortages or delays, public health emergency, epidemic, pandemic, technical failures of Internet infrastructure not caused by the negligent or intentionally wrongful actions or omissions of such party or any other cause beyond the reasonable control of such party, provided that such party gives the other party written notice thereof promptly and, in any event, within two (2) business days of discovery thereof, and uses reasonable commercial efforts to cure the delay. Upon the occurrence of such an event, the time for performance or cure will be extended for a period equal to the duration of such event; provided, however, that if a party is not able to materially perform its obligations under this Agreement for more than sixty (60) days because of a Force Majeure event, the other party that is continuing to perform may terminate this Agreement upon fifteen (15) days written notice to the non-performing party.

16.8 Notices. Any notice must be in writing and delivered as follows, with notice deemed given as indicated: (i) by personal delivery or by email delivery, when delivered; (ii) by overnight courier, upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt.

16.9 Dispute Resolution.

a. Informal Dispute Resolution. In the event of a dispute between the parties over any matter relating to this Agreement ("Dispute"), each party agrees to use its best good faith efforts to resolve the Dispute by informal means through discussions and meetings with the other party. The parties agree to spend a minimum of thirty (30) days, in which at least two face-to-face meetings between the parties have occurred, and at which at least one senior level executive from each party is present.

b. Mediation. If the parties are not able to informally resolve a Dispute within such thirty (30) day period (or such longer period as is mutually agreed to between parties), then either party may request in writing that the Dispute be mediated, and the Dispute shall be mediated (the "Mediation") with such Mediation to begin within fifteen (15) days of the date of the written request for Mediation. The Mediation shall take place at a mutually agreeable location, or if there is no mutual agreement, in California. The Mediation shall be conducted before a single mediator to be agreed upon by the parties. If the parties are unable to agree on a single mediator, each party shall select a mediator and such two mediators shall together unanimously select a neutral third mediator, which neutral third mediator will conduct the Mediation. Each party shall bear the fees and expenses of its selected mediator and the parties shall equally bear the fees and expenses of the mediator that is agreed upon by the parties or chosen by the mediators selected by the parties.

c. Failure to Resolve. If a Dispute remains after the Dispute Resolution procedures set forth in Section 16.9a and b above, then either party may proceed with such other legal remedies as the party deems appropriate under the circumstances. Except as otherwise provided in this Agreement, if any claim, suit, or other proceeding is instituted to compel compliance with or remedy the breach of this Agreement, then the prevailing party will be awarded all reasonable litigation expenses, including attorney's fees, in addition to any other remedies available.

16.10 Injunctive Relief. Each of the parties recognizes that the damages which will arise out of a breach of Section 12 ("Confidential Information") are of a special, unique and extraordinary character, and that monetary damages alone are an inadequate remedy. Either party may therefore seek specific performance, including injunctive relief, for a breach of Section 12.

16.11 Non-Hire. During the term of this Agreement and any Exhibit, Addendum, or Statement of Work and for a period of one (1) year following expiration or termination thereof, CUSTOMER shall not directly or indirectly hire, contract with, solicit, or encourage any DEALER employee, consultant, contractor, or agent to leave the employ of DEALER, consultant, contractor, or agent. Violation of this provision shall result in the CUSTOMER compensating DEALER one (1) year's compensation, including benefits, of the individual engaged not as a penalty, but as liquidated damages.

16.12 Governing Law. This Agreement is governed by the laws of the United States of America and the State of California, without giving effect to principles of conflicts of law.

16.13 Counterparts and Copied Signatures. This Agreement may be executed in counterparts, all of which taken together shall constitute one single agreement between the parties. A facsimile or PDF transmission of this Agreement's executed signature page constitutes due and proper execution of this Agreement by the party signing that page

EXHIBIT "D"

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.

CITY OF MONTEBELLO

REQUEST FOR QUALIFICATIONS (RFQual)

Information Technology Assessment and Improvement Project
RFQual No. 21-1

FOR

CITY OF MONTEBELLO, CALIFORNIA

Deadline: <u>September 9, 2021 at 11 a.m.</u>

City of Montebello
Finance Department
Attn: Micah Herd, Senior Management Analyst
1600 W. Beverly Boulevard
Montebello, CA 90640
Telephone: (323) 887-1200 Ext. 212
Email: purchasing2@cityofmontebello.com
City Website: https://cityofmontebello.com

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1. Introduction

The City of Montebello (hereinafter referred to as the "City") is pleased to present this Request for Qualifications ("RFQual") soliciting Statement(s) of Qualifications ("SOQ") from general vendors/consultant/contractors (hereinafter referred to as "Consultant"), seeking to submit proposals for the City's Information Technology Assessment, Upgrade, and Improvement Project ("Project"). Based on the SOQ responses, the City will compile a short-list of qualified Consultants ("Short-List of Respondents"). The City intends to later issue, to the Short-List of Respondents, a Request for Proposals (RFP).

SOQs are due on Thursday, September 9, 2021, at 11:00 P.M. PST through the City's PlanetBids portal ("Portal"). Before submitting SOQs, Consultants must register as a "vendor" in the Portal. Consultants are encouraged to register well ahead of the deadline to avoid any technical difficulties that may arise. All responses to this opportunity must conform to the requirements of this RFQ. Failure to do so may result in the response being considered non-responsive.

The purpose of this RFQual is to identify a list of pre-qualified consultants who can provide the items and services required to assess the existing IT infrastructure and implement necessary and required upgrades/improvements across the City's network. This invitation to submit an SOQ for pre-qualifications is extended to all interested Consultants with knowledge and expertise in IT. Only those Consultants that meet the City's requirements, as determined solely by the City, and deemed most qualified by the City's selection committee, will be retained in the Short-List of Respondents pool. Qualified Consultants will be invited to submit an RFP at a later time to be determined at the sole discretion of the City. Through this RFQual process, the City anticipates but is not bound to select a minimum of three (3) Consultants to place on the Short-List of Respondents. Nevertheless, the City reserves the right, at its sole discretion, to increase the number of Contractors included in the Short-List of Respondents.

The process for selecting the Short-List Respondents is described in **Appendix B –** (**Evaluation Criteria)**, attached hereto and incorporated herein by this reference.

The City reserves the right to refrain from issuing an RFP based on SOQ received. The City also reserves the right to re-issue the RFQual seeking additional SOQ based on its sole and independent judgment.

All qualifications submitted to the City shall become the exclusive property of the City. Once City staff has identified the Short-List of Respondents in the RFP process, all qualifications shall become a matter of public record subject to disclosure, except for those elements of each qualification that are identified by the Consultant as business or trade secrets and marked as "Trade Secret", "Confidential", or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act (Cal. Gov. Code § 6250 *et seq*.) .

Each element of qualifications submittal that the Consultant desires not to be considered a public record must be marked as set forth above. If disclosure is required under the California Public Records Act or other applicable law, the City will make an independent determination and retain the confidentiality to the extent permitted.

2. About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a City in the County of Los Angeles, California. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles as a whole. It is a full-service City that provides a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions. In the upcoming years, the City anticipates growth in population and economic development. In preparation for this growth and increases in City service demands, the staff is seeking to improve the IT infrastructure to support the expansion properly.

3. Proposed Scope of Work/Statement of Work

(This scope of work/statement of work is intended to provide interested Consultants submitting their SOQs a general understanding of the items and services required by the City. Shortly after selecting compiling the Short-List of Respondents, the City will issue an RFP identifying specific items and/or services required. In addition, selected Consultants will be invited to participate in a site walk/walk-through as part of the RFP process.)

In the twenty-first century, a robust information technology infrastructure is critical to the success of local government agencies tasked with providing services to residents, businesses, and other community stakeholders. The City's IT Infrastructure is involved with nearly every operation including, but not limited to: public safety, traffic management, capital planning, finance, inventory management, human resources, and general record-keeping.

The City's current IT infrastructure has not received any upgrades/improvements in several years. As a result, many system components are aging, outdated, and/or obsolete. For this reason, the City is seeking to identify and develop a pool of qualified IT consultants to provide proposals to assess the existing infrastructure, develop a plan for upgrades, and furnish the necessary hardware, software, and general system components to implement the proposed upgrade. Full details and elements of this assessment and improvement project will be made available in the subsequent RFP issued to the Short-List of Respondents.

The general goals and objectives of the Project are the following:

-Improve the City's overall IT efficiency and effectiveness
-Improve System Redundancy/Continuity of Operation
-Enhancement Cyber Security Posture
-Replace older/obsolete system components
-Develop and maintain a system that is capable of supporting future City expansion
-Obtain ongoing maintenance/support services
-Develop and maintain build documentation

Upon completing this Project, staff expects to receive a significantly improved/enhanced IT infrastructure that requires limited management and servicing. As part of this process, the City will request ongoing on-site and off-site maintenance and support services. The City also expects to receive detailed documentation/backup allowing the infrastructure to be managed/serviced by any qualified IT Consultant or when transitioning to in-house staff to perform these functions.

This Project will only focus on improving the network infrastructure, computer hardware, and computer software. The City plans to engage in a project to specifically address improving telecommunications capabilities at a later time.

The City is seeking to make significant improvements to the design and build of its IT Infrastructure. For this reason, the City is releasing this RFQual to identify qualified Consultants to complete the design and form of a new infrastructure.

Once a Contractor has been selected, the City envisions the Project is completed in three (3) phases:

Phase 1 – Full Assessment and Preliminary Design
Phase 2 – Final Design
Phase 3 – Construction Phase Services

4. Submissions

Please review Appendix – A (Proposal Format), attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your SOQ submission. Failure to provide all of the information requested in your SOQ may result in it being considered non-responsive.

Responses to this RFQual must be submitted electronically via the City's PlanetBids Portal no later than **Thursday, September 9, 2021, at 11:00 A.M. PST.** Any responses that are transmitted and/or electronically time-stamped after the deadline shall not be accepted. Consultants planning to submit responses to this request are highly encouraged to register an account in the City's PlanetBids Vendor Portal and submit all documentation ahead of the deadline to avoid any technical difficulties/errors.

5. RFQual Timeline

- Release RFQual — August 4, 2021
- Online Q&A Deadline — August 25, 2021
- City Issued Q&A Addendum — September 1, 2021
- Deadline to Submit SOQ via PlanetBids — September 9, 2021 at 11am PST
- City Review of SOQs — September 9 – 15, 2021
- Notifications Sent to selected Consultants — September 20 – 23, 2021

6. Request for Proposals Timeline (Tentative)

All Consultants added to the City's Short-List of Respondents will be invited to submit a proposal through the formal RFP process. The City intends to issue the RFP in late September/October 2021 but reserves the right to issue at a later date (or refrain from issuing the same as determined by its sole discretion and judgment). Those Consultants on the City's Short-List of Respondents will be sent an electronic scope of the RFP via the PlanetBids Portal.

As part of the RFP process, vendors will be asked to participate in a site walk. During the site

walk, the City anticipates providing access to secure areas and will potentially disclose confidential information about the existing network to assist consultants in preparing a detailed and thorough assessment. For this reason, Consultants participating in the site walk may need to undergo a background check and/or may be required to sign a non-disclosure agreement. Those Consultants unable to meet the City's security conditions should not submit an SOQ in response to this RFQual.

7. Non-Commitment of City

While City has every intention to solicit proposals for this Project, this intention is subject to change at any time during the process. It should be noted that this RFQual does not commit the City to solicit proposals and/or award a final agreement/contract, to pay any costs incurred in the preparation of qualifications for this request, of preparation of a proposal for this request, or to procure or contract the purchaser of any items and/or services.

8. Responsibility of Costs

All Consultants responding are responsible for costs associated with preparing materials in response to this RFQual, and the City assumes no responsibility for any such costs, incidental expenses, or any business losses.

Appendix A - Proposal Format and Content

PLEASE REVIEW BEFORE SUBMITTING YOUR RESPONSE

Consultants interested in this opportunity must submit a Statement of Qualifications (SOQ) providing details regarding their qualifications and experience. Using each Consultant's response, the City will develop a list of Consultants to receive the request for proposals ("Short-List of Respondents"). The City reserves the right, at its sole discretion, to increase the number of Contractors included to the Short-List of Respondents.

SOQ Format
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-page (30-page) requirement does not include a cover letter/letter of transmittal or any items included as additional attachments.

SOQ Content
Your response should include the following sections/information.

1. **Cover Letter/Letter of Transmittal** – The cover letter should include the following information:
   - Company name, address, and contact number(s).
   - Contact information (name, phone, and email address) for the person(s) authorized to represent the submitting firm and to whom correspondence should be directed.
   - The letter must be signed by a person within the firm having the authority to legally bind the submitting firm's letter and proposal to a contract should their firm be chosen as the successful bidder.

2. **General Consultant Information**
   - Length of time your firm has been in business
   - Length of time your firm has been providing the proposed services
   - Total number of clients that your firm currently supports
     - Total number of public sector clients that your firm supports presently
     - Total number of clients supported in California
     - Total number of clients in the County of Los Angeles
     - Total number of local/state/Federal government clients your firm currently supports
     - Total number of clients that are of similar size to the City of Montebello with similar complexities
   - Personnel size:
     - The number of Full-Time Employees in:
       - Consulting
       - Installation
       - Administrative support
     - The number of part-time personnel in:
       - Consulting
       - Installation
       - Administrative support
   - Any other general information about firm/business operations

3. **Statement regarding your understanding of the IT upgrade project and ongoing support services required by the City of Montebello**

4. **Statement Regarding Consultant's Project Management Approach and Practices**

5. **Statement Regarding Previous Work/Experience with Local (or other levels) of Government**

6. **Describe your experience with Public Safety Systems/Criminal Justice Systems**

7. **Method of evaluating the City's current IT infrastructure**

8. **A Statement Regarding Why the Consultant Believes It Should Be Selected**

9. **Terminated Agreements/Contracts** – If you have had an/a agreement/contract terminated for default within the past five (5) years, please identify and list the incidents in this section. Please provide the name of the company/firm/entity, description of items/services being provided, termination date, and a brief description of why the agreement/contract was terminated.

   The City's definition of termination for default is defined as notice to stop work due to non-performance and/or poor performance, and the issue was either not litigated or was litigated, and such litigation determined the Consultant to be in default.

   If no such termination for default has occurred in the past five (5) years, the Consultant must declare this as well.

10. **Sub-contractors/Sub-consultants** – If your firm works with sub-contractors/sub-consultants to perform the services described in the proposed Scope of Work/Statement of Work for the Project, please provide the name, full address for each sub-contractor, as well as the name of a contact person and phone number. If awarded, the City will need to provide written approval for any services offered by any and all sub-contractor/sub-consultant.

11. **References** – Using the attached template, please a minimum of three (3) references.

12. **Additional Attachments (Optional)** – Please use this section to attach any information that was not previously included identified in any other section.

Appendix B – Evaluation Criteria

PLEASE REVIEW BEFORE SUBMITTING YOUR RESPONSE

Through this RFQual No. 21-1 process, the City will identify a qualified pool of at least three (3) Consultants ("Short List of Respondents") to receive clearance to submit a Request for Proposals (RFP) for the Information Technology Assessment and Improvement Project ("Project"). It is anticipated that Consultants selected will be notified about the City's selection for the RFP process by September/October 2021. The notification will provide Consultants with the date and time the RFP will be accessible and directions on how to access/download all associated documentation.

Consultants will submit a Statement of Qualifications (SOQ) adhering to the guidelines identified in **Appendix A** - (**Proposal Format and Content**). Failure to comply with the format and include all of the required sections may result in the proposal being considered "non-responsive" and no longer eligible for selection. The selection process will commence with a preliminary review of the proposals to ensure formatting and page limit guidelines were followed. The review will be conducted on a pass/fail basis.

All SOQs that receive a "pass" grade will move on to the comprehensive evaluation by the selection committee. Scoring will be based upon the following criteria and scores.

Understanding of the City's Requirements	(Up to 40 points)
Experience	(Up to 25 points)
Project Management/Implementation Approach	(Up to 25 points)
Reference Checks	(Up to 10 points)

Business Preferences – 1 additional point will be awarded for businesses that identify as one or more of the following:

Local Business (within the City of Montebello and an active/current business license)
Very Small Business Enterprise (VSBE)
Disabled Veteran Business Enterprise (DVBE)
Minority-Owned Business Enterprise (MBE)
Woman-Owned Business Enterprise (WBE)

Documentation certifying a business that falls into one or more of these categories should be included in the "Additional Attachments" section.

Consultants have an opportunity to receive a score of up to 105 points. Those receiving the highest score will be invited to advance in the process.

Evaluation Criteria Summary

SOQ Format – Does the response adhere to the page limit (30 pages, not cover letter/transmittal letter and additional attachments), font, and font size?	**Pass/Fail**
Does the SOQ include all sections/content listed in Appendix A? ☐ *Cover Letter/Letter of Transmittal* ☐ *General Consultant Information* ☐ *Statement regarding your understanding of the upgrade and ongoing support services required by the City of Montebello.* ☐ *Statement Regarding Consultants Project Management Practices* ☐ *Statement Regarding Previous Work/Experience with Local (or other levels) of Government* ☐ *Experience with Public Safety Systems/Criminal Justice Systems* ☐ *Method of evaluating the City's current IT infrastructure* ☐ *A Statement Regarding Why the Consultant Believes It Should Be Selected* ☐ *Terminated Agreements/Contracts* ☐ *Subcontractors/Sub-consultants* ☐ *References* ☐ *Additional Attachments (Optional)*	**Pass/Fail**
Understanding of the City's Requirements – The Consultant has reviewed the City requirements and demonstrated a competent level of performance.	**40 points**
Experience – Previous work in the public/private section is consistent with the work the City is seeking.	**30 points**
Project Management/Implementation Approach – The Consultant has described a straightforward, planned approach to managing IT-related projects and implementation.	**20 points**
Reference Checks – References provided feedback. No terminated voided contracts are listed.	**10 points**
Business Preferences Local Business (w/n the City of Montebello) Very Small Business Enterprise (VSBE) Disabled Veteran Business Enterprise (DVBE) Minority-Owned Business Enterprise (MBE) Woman-Owned Business Enterprise (WBE)	**1 point for each category, up to 5 points** **(Proof of each eligible category should be provided in the "Additional Attachments" section)**

PROPOSALS

City of Montebello Finance Department
1600 W. Beverly Boulevard
Montebello, CA 90640

Attn: Micah Herd, Senior Management Analyst

RE: REQUEST FOR QUALIFICATIONS (RFQual)
Information Technology Assessment and Improvement Project
RFQual No. 21-1

Dear Micah Herd,

Integration Partners is pleased to submit for your consideration our qualifications to meet the requirements as set forth in the RFQual No. 21-1. Integration Partners is a solutions provider specializing in three areas of technology: Core (Networking), Unified Communications, and Security. We have currently have approximately 325 full-time employees based throughout the United States. We are a professional services organization that focuses on supplying the right technology to meet the needs of the customers business and organization. We do not represent any particular vendor; we represent the client. We work with you to understand your goals, business needs, drivers, and budgets. Once we have an agreed upon understanding of your requirements, then we can then make recommendations as to which technology meets your goals and budget.

Your Account Executive will be Gail Caros, gcaros@integrationpartners.com, 714-294-9226. Your Data Sales Engineer will be Bob Reinert, breinert@integrationpartners.com., 847-858-1399. Should you decide to engage with us for Security and Unified Communications, your technical resource will be provided to you. We seek to ensure continuity by assigning a specific technical resource to your account that will maintain familiarity with your environment.

My name is Dave Raftery. I am the Chief Customer Officer for Integration Partners. Below is my signature and contact information. I am the executive responsible for all business that is executed through Integration Partners and am always available as a resource should the city ever wish to contact me.

Sincerely,

Dave Raftery

Chief Customer Officer
draftery@integrationpartners.com
781.357.8140

REFERENCES
City of Montebello
RFQual 21 - 1 Information Technology Assessment and Improvement Project
(Please complete and include with your response)

As part of the City's review for this service, staff may conduct a reference check. Please provide three (3) references the City can contact.

Organization/Agency: City of Detroit *
Contact Person: Robert Millender (ITS) via Dennis Lathon *
Phone: 317-813-5117 **Email:** dlathon@integrationpartners.com
Work Performed: Design, install, maintain secure wired and wireles network and UC solution **Contract Value** >2.2 Million

Organization/Agency: County of Milwaukee **
Contact Person: George Giffin / IMSD Project Manager via Jeff Morgan
Phone: 317-813-5117 **Email:** dlathon@integrationpartners.com
Work Performed: Design, install, maintain secure network infrastructure to replace aging infrastruicture **Contract Value** > 300k

Organization/Agency: City of Taylor
Contact Person: Dennis will provide at time of contact
Phone: 317-813-5117 **Email:** **dlathon@integrationpartners.com**
Work Performed: Design, install, maintain secure wired and wireless fabric network that includes remote access resiliency, and NAC(network access control),
Contract Value: Ongoing >200k

Organization/Agency: City of Tuscon
Contact Person: Colin Boyce via Jeff Morgan
Phone: 330.256.2702 **Email:** jmorgan@integrationpartners.com
Work Performed: Upgrade Migration of Avaya Aura **Contract Value:** Ongoing -1.2 Million

* ***Customers have agreed to be reference but would like you contact their respective Integration Partners Account Executive to arrange for call. The Account Executive will perform the introduction so the customer will know whom to expect the call/email from***

***** Customer has provided a case study of their experiences with Integration Partners.***



Business Technology Assessment

Every organization is unique. Each has to find the right balance of infrastructure capability across technology areas.

This assessment can be used as a guide to advance technology infrastructure & capabilities to reach organizational goals.

integrationpartners

781.357.8100 12 Hartwell Ave, Lexington, Massachusetts 02421 integrationpartners.com

Business Technology Assessment

AREAS COVERED

- Security
- Network
- Mobility
- Collaboration
- Data Center

Introduction

Our Business Technology Assessment begins with your organization taking a self-directed survey outlining your current infrastructure capabilities. We then determine a score and produce a Baseline Achievement Report that measures progress against the five focus areas. The infrastructure achievement score (0-7) provides a starting point on your road map to technology maturity.

The Process

ASSESS

Understand & assess any gaps in your current infrastructure using 170 assessment questions.

EVALUATE

Deep dive into key focus areas to ensure strategic alignment across your organization concepts and strategy.

REVIEW

Review findings which will guide your team to successful infrastructure advancements & a road map to technology maturity.

Deliverables

SCORING

Receive a baseline rating against industry, your personal Achievement Score, and ratings for specific technology areas.

ROAD MAP

Create compelling business cases with action items for investment that link stakeholder experiences, outcomes and technology.

VALIDATION

Review and confirm your organization's progress with our team of infrastructure experts.

Achievement Levels

7 Adaptive & Flexible Network Control with Software Defined Networking; System Management Orchestration; Advanced Automation & Analytics

6 Software Defined Network Automated Validation of Experience; On-premise Enterprise/Hybrid Cloud Application & Infrastructure Automation

5 Video on Mobile Devices; Location-based Messaging; Firewall with Advanced Malware Protection; Real-time Scanning of Hyperlinks in Email Messages

4 Multi-party Video Capabilities; Wireless Coverage Throughout Most Premises; Active High Availability; Remote Access VPN

3 Advanced Instruction Prevention System; Rack, Tower or Blade Server-Based Compute Architecture; End-to-End QoS; Defined Public & Private Cloud Strategy

2 Intrusion Detection Prevention; Informal Security Policy; Disparate Systems Centrally Managed by Multiple Network Management Systems

1 Static Network Configurations; Fixed Switch Platform; Active/Standby Fail-over; Single Wi-Fi Controller Ad-hoc Local Storage; No Data Center Automation

0 No VPN, Intrusion Detection Prevention, Security Policy, Data Center or Compute Architecture

Information Technology Assessment and Improvement Project

RFQual No. 21 – 1

August 17, 2021

Notice to prospective bidders/proposers:

This notice comprises Addendum No. 1 to City of Montebello RFQual No. 21 – 1.

The reference template identified in Appendix A – Proposal Format and Content, Section 11 – Reference, has been added to the "Documents" tab in PlanetBids. A copy is also attached to this addendum.

Sincerely,

Michael Solorza
Director of Finance

REFERENCES

City of Montebello
RFQual 21 - 1 Information Technology Assessment and Improvement Project
(Please complete and include with your response)

As part of the City's review for this service, staff may conduct a reference check. Please provide three (3) references the City can contact.

Organization/Agency: City of Downey
Contact Person: Alvin Lam, IT Division Manager
Phone: 562.904.7266 **Email:** alam@downeyca.org
Work Performed: Hardware and Software
Contract Value No contract/open market

Organization/Agency: Los Angeles County
Contact Person: Lok Law, ISD Branch Project Management
Phone: 323.267.3881 **Email:** LLaw@isd.lacounty.gov
Work Performed: Multiple projects
Contract Value $100K - $1M+

Organization/Agency: City of El Monte
Contact Person: Anh Tran, IT Manager
Phone: 626.580.2185 **Email:** ATran@elmontepd.org
Work Performed: Microsoft Cloud Migration project. Currently, we are working on updating and replacing the data server room and IT Masterplan. **Contract Value** TBD, Preliminary Proposal



CASE STUDY: CITY OF MILWAUKEE

City of Milwaukee Optimize Critical Services with Agile and Resilient Network

Technology Needs

- Unify existing packet and circuit-switched networks into a single environment to reduce complexity and convergence times
- Increase network resiliency
- Reduce provisioning time and effort
- Streamline network configuration and simplify management

Extreme Solution Components

- Extreme Fabric Connect
- ExtremeAccess™ Platform 1400 Series

"After a competitive search, the choice to go with Extreme Networks from a performance and cost perspective, was pretty straightforward. That remains true 10 years later."

David Henke, CIO, City of Milwaukee

"Non-events are my goal and consistently made possible with Extreme Networks. Without outages or bugs or errors, network users don't notice changes. It's actually harder for me to explain that we avoided network issues for what could have been a catastrophic event to prove its true value."

David Henke, CIO, City of Milwaukee

"Thanks to the simplicity of Extreme's Fabric Connect technology, we have not needed to add network IT resources as the city's network continuously grows in size, scale, and complexity."

David Henke, CIO, City of Milwaukee

The City of Milwaukee, Wisconsin covers 100 square miles on the western shore of Lake Michigan, with a population of 600,000 people. Their city-wide fiber backbone with multiple carrier connections distributes network resources to more than 100 buildings and 7,000 city staff. The Information and Technology Management Division, including three dedicated network managers, maintain the city's IT infrastructure and systems for multiple departments, all on separate virtualized networks. The vast network includes more than 500 switches and a recent extension of the fabric network to over 700 traffic cabinets.

The City of Milwaukee became Extreme Networks' first Fabric Connect customer globally in 2011 and have continued to expand their network to meet their evolving requirements. In direct partnership with Extreme Networks, Integration Partners has also been a critical part of meeting City of Milwaukee's unique IT deliverables and business initiatives. This includes providing design assistance with best of class products and configurations, consistent product roadmap engagement, and seamless access to the organization's network operations center and support services.

"We plan to leverage Extreme Fabric Connect to act as a service provider to multiple partners with virtual dark fiber connections."

David Henke, CIO, City of Milwaukee

Results

Enhanced Mission Critical Services

- Emergency services on separate, virtualized networks increase security and resiliency for Police Department, Fire Department, EMS, Water Works, and more.
- Simplified management of multiple video surveillance networks including connected traffic lights and freeway cameras, Public Works, policing, and events.
- Rapid extension of network connectivity for COVID-19 test sites and isolation unit for those in need.

Strengthened Government Resilience

- Major incidents like fiber cuts are non-issues, eliminating any impact to connectivity or network services.
- Empowered to develop a "crash kit" using the small and cost effective ExtremeAccess Platform 1400 for rapidly extending the network in emergency or other on-demand scenarios.
- Ability to perform quick service adjustments and quickly deploy surveillance solutions for the police department and national events, like the Democratic National Convention (DNC).

Increased Operational Efficiency

- Simplified network has enabled IT to grow their network and expand services without adding resources.
- Hyper-segmentation keeps network traffic separated for various local agencies and partners, while optimizing service delivery and security.

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Commercial in Confidence

By email: purchasing2@cityofmontebello.com
Micah Herd, Senior Management Analyst
1600 W. Beverly Boulevard
Montebello, CA 9064

BLACKLINE CONSULTING
110-114 Cumberland Street, Suite 302
Toronto ON
M5R 1A6
www.blacklineconsulting.ca

9th September 2021

Re: Information Technology Assessment and Improvement Project RFQual

Dear Micah,

We are pleased to provide the Corporation of the City of Montebello ("City" or "you") with a proposal describing how Blackline Consulting ("Blackline") can provide you with an assessment of your Information Technology (IT).

Having not worked with the City previously, we recognize that our written proposal is your first opportunity to assess our firm's experience and capabilities. But beyond that, it is also an opportunity for us to convey the quality of our work, our style of practice and even our personality. As you read our proposal, we hope you get the sense we are different from other consulting firms, specifically:

Senior Expertise	Data-Driven	Municipal Experience
The partners are actively involved throughout the engagement As a client, we want you to have full access to the individuals with the most experience as there is no replacement for know-how.	**We scratch beneath the surface to draw on findings** We uncover insights from conducting detailed analysis, using a variety of tools to help give you rich insights and actionable recommendations.	**All our team members have worked with municipalities** We have delivered several similar reviews for other municipalities. We understand your business and the importance technology plays in delivering those services.

We look forward to the opportunity to discuss our proposal further with you.

Yours sincerely
BLACKLINE CONSULTING



John Naas, Partner
+1.416.505.9165
John.naas@blacklineconsulting.ca



BLACKLINE CONSULTING

A HIGHER STANDARD

Information Technology Assessment and Improvement Project

RFQual No. 21-1

Proposal to the Corporation of the City of Montebello

9th September 2021

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General Consultant Information

About Blackline

Created in 2013, Blackline is exclusively a management consultancy.

Our two lead partners first met in 2005 while working at KPMG building a national advisory practice in Canada. Combined, they have over 40 years of experience providing management consulting services to clients across Canada, as well as the UK, Australia, the US and Europe. We established Blackline to be different and we express that difference in our principles:

Clarity

Our advice will be clear. The analysis, recommendations and most importantly, the actions will be instantly accessible.

Insight

Insight requires going beyond the obvious to uncover the factors that really drive performance.

Professionalism

How we act reflects the fact although management consulting is not regulated, it is a profession and requires standards of practice.

Our aim is to help organizations improve performance by using technology and data. Improving performance involves making changes and we have designed our services to help clients through that change.

Our firm has been helping organizations in the public and private sector with IT assessments since Blackline was established in 2013. Below is a snapshot of clients by industry where we have delivered IT assessments.

IT Reviews Grouped by Sector		
Education	**Local Government**	**State Government**
• University of Toronto • Seneca College • Queens University • York University • Humber College • Sheridan College • Ontario Education Collaborative Marketplace • Toronto District School Board	• Municipality of Meaford • Region of Peel • York Region • City of Brampton • Haldimand County • Suffolk County Council (UK) • Waterloo and Wellington LHIN • Wellington-Dufferin-Guelph Public Health Unit	• Legal Aid Ontario • Bank of Canada • LCBO • Ontario Lottery and Gaming • Manitoba eHealth • eHealth Ontario • College of Nurses of Ontario • Ontario Dental Association • Deposit Insurance Company of Ontario • Elections Ontario

Federal Government	Utilities	Financial Services
• Association of Faculties of Medicine of Canada • Operation Springboard • Access Copyright • Canadian Institute of Health Information • Canada Lands Corporation	• Enbridge • Union Gas • SaskTel • SaskPower • Ontario Power Generation • Primus • PowerStream	• OMERS • Ontario Pension Board • Ontario Teachers Pension Plan • Canadian Depository of Securities • HSBC • CIBC (Bermuda) • Manulife Financial • Lloyd's of London (UK) • International Financial Data Services

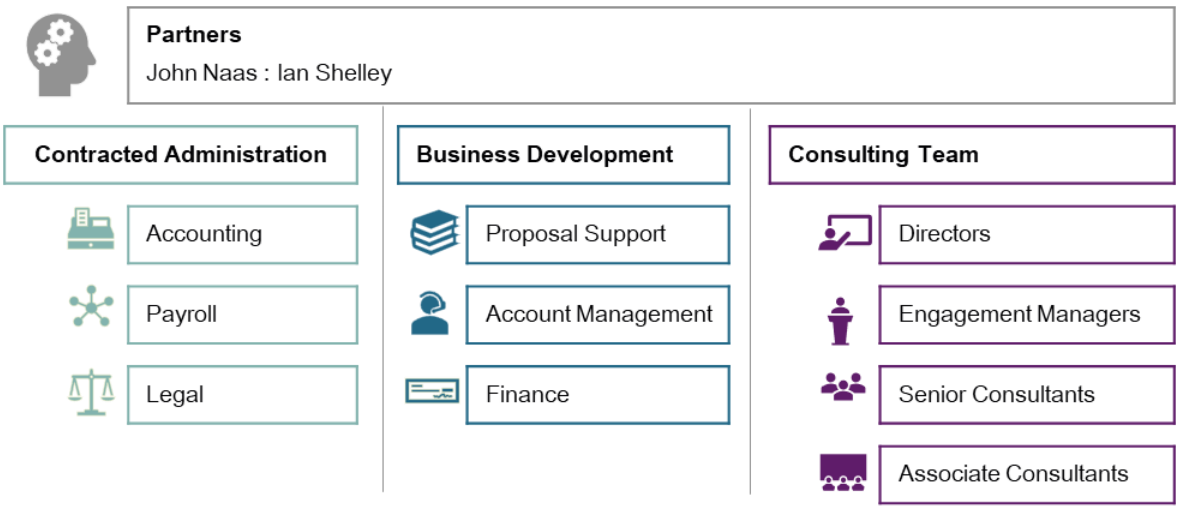
The Total Number of Clients that Blackline Currently Supports

The following chart answers the specific questions within your RFQ as it relates to the number of clients our firm currently supports.

Total number of public sector clients that Blackline supports presently:	Blackline is currently supporting nine (9) public sector clients.
Total number of clients supported in California:	Blackline is currently supporting one (1) client in California.
Total number of clients in the County of Los Angeles:	Blackline is not currently supporting clients in the Country of Los Angeles.
Total number of local/state/Federal government clients Blackline currently supports:	Blackline is not currently supporting local/state/federal government clients within the USA.
Total number of clients that are of similar size to the City of Montebello with similar complexities:	Blackline has worked with eleven (11) clients of similar size and complexity to Montebello.

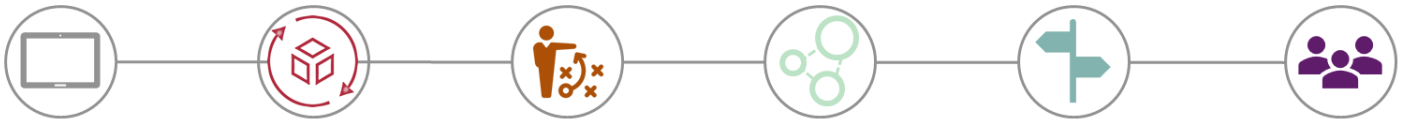
Our Size and Structure

Our firm has six full time employees and one part-time consultants. This includes Partners, Senior Consultants, and Associate Consultants. The following diagram demonstrates our firm's current organizational structure:



Other General Information About Blackline

We help clients through change, specifically strategy formulation, operational improvement and cost management, using technology to provide the best value. The diagram below illustrates our expertise and areas of focus.



IT Reviews
Understand how you can apply modern technology to drive performance

Business Transformation
Fundamentally changing the direction of your organization

Strategic Planning
Making decisions on the best allocation of resources to achieve your goals

Organizational Design
Creating structures that align with your strategic objectives

Process Design
Applying LEAN principles to increase efficiency and improve outcomes

Organizational Effectiveness
Understand whether your organization is optimized to achieve your mission

Our Understanding

You are a City with a total population of approximately 62,943, with a growth rate of 0.71% between 2010-2021 and an expected growth rate of 0.84% between 2021-2026.[1] With this projected growth, the City can anticipate an increased demand on City services. To prepare for this population growth and support greater economic development, the City wishes to have an assessment on their current IT infrastructure. This infrastructure is involved in a variety of critical services for the City, emphasizing the importance of this assessment for the success of operations like: public safety, traffic management, capital planning, finance, inventory management, human resources, and general record-keeping. The focus of this engagement is restricted to network infrastructure, computer hardware, and computer software.

You indicate that the City's current IT infrastructure has not been upgraded or improved in years. Therefore, by the end of this assessment, you wish to have accomplished the following:

		
A significantly **improved and enhanced IT infrastructure** that requires limited management and servicing.	Ongoing on-site and off-site **maintenance and support services**.	**Detailed documentation and backup** to allow for the infrastructure to be managed and/or services by any qualified IT Consultant or when transitioning to in-house staff.

[1] Demographic data was taken from the City of Montebello's website.

Project Management

Within your RFQ you asked to describe our approach to project management. Below we provide you with such details.

In line with PMBOK, we have an iterative approach to project management. After completing structured planning, we begin to execute the project. During this time, we continuously monitor our progress and adjust our actions based on those observations.

The diagram to the right provides a graphical representation of our methodology.



We apply this framework to all our project management activities, tailoring the activities to match the requirements of the project. The table below summarizes the project management activities we will undertake during this engagement.

Initiate	• **Project kick-off:** a formal meeting where we will review the scope and schedule with you to confirm everyone's understanding and to officially launch the engagement.
Plan	• **Project schedule:** agreed during the kick-off meeting, based on the schedule presented in this proposal. We will confirm the key milestones and deadline have not changed.
Execute and Monitor	• **Project status reporting:** on a set basis, we will distribute to you a written status report. The report will document work completed, work upcoming, status against schedule, issues to progress and emerging findings. • **Steering committee meetings:** we have assumed that you will have a steering or executive committee.
Close	• **Deliverable acceptance:** after submission, review and updates to our deliverables, we will seek formal acceptance that they meet your standards. This acceptance indicates that we have complete the engagement to your satisfaction.

Our Experience

Over the past eight years, Blackline has been progressively working with more and more municipalities. Below is a snapshot of the many municipalities we have worked with:

Municipalities with under 50,000 residents	Between 50,001 and 120,000 residents	More than 120,000 residents
• City of Clarence-Rockland	• **City of Barrie**	• **City of Brampton**
• **City of Dryden**	• **City of Brantford**	• **City of Cambridge**
• City of Stratford	• **City of North Bay**	• **City of Guelph**
• **County of Frontenac**	• **City of Sault Ste Marie**	• **City of Toronto**
• Mississippi Mills	• **Haldimand County**	• **Region of Peel**
• Municipality of Meaford	• **Municipality of Chatham-Kent**	• **Suffolk County**
• Town of Grimsby	• **Perth County**	• **York Region**
• Town of Penetanguishene	• Town of Caledon	
• Town of Whitchurch-Stouffville	• Town of Milton	
• Township of Georgian Bay	• Town of Oakville	
• Township of Oro-Medonte	• **Wellington County**	

***Bold indicates a similar municipal scope of service to that of the City.**

We have extensive experience performing engagements that are like your outlined scope. Below we provide you with a snapshot of some of those engagements.

Client	Description
Chatham-Kent Cultivating Growth, Shore to Shore **IT Assessment and Strategic Plan** Population: 105,529 FY2019 Budget: $240m (USD)	Blackline worked with the Municipality to assess their current IT operations and develop a strategic plan. The focus of the strategic plan is defining the role of IT within the Corporation while ensuring that the Business Units receive the support required for their day-to-day operations and strategic objectives. The Municipality was at a crossroads where IT was playing a more substantial role in the Corporation and one aspect of the review was to ensure that in the future, IT is an enabler and supporter of the Corporation.
NORTH BAY ONTARIO · CANADA **IT Assessment**	Blackline assisted the City to conduct a comprehensive review of its current IT operations by using our IT Assessment Framework covering - architecture, IT governance and policies, technology assets, skills and organization, strategy and financials. Once the team concluded the assessment, they rated the suitability of the current operations to meet the City's needs. In addition, for any areas where the suitability was rated low or large gaps existed, the team outlined any risks of not mitigating those gaps. The team developed 30+

Client	Description
Population: 51,553 FY2019 Budget: $96m (USD)	recommendations for the City to execute against to address the operational risks and gaps. The team also provided the City with trends in technology.
 **IT Assessment** Population: 102,159 FY2019 Budget: $234m (USD)	Blackline led an assessment of the client's IT department. The last IT strategy had lapsed, and the City was increasingly using technology internally and externally. The role of IT was unclear and required a reset and refocus. In addition, budget constraints limited what IT was able to achieve. The assessment focused on reviewing the future needs of the business and analyzing the IT Department's ability to fulfill that demand. We worked with the IT leadership team to discuss changes to the structure, staffing, use of external service providers. We then quantified the impact on their budget to make the necessary organizational changes and the benefit they would be able to achieve.
 **IT Assessment** Population: 73,368 FY2019 Budget: $146m (USD)	The City's vision was bold – "to be the leading innovative, dynamic and efficient municipal corporation in the Province of Ontario". They recognized the importance of technology and digital services as a key component to deliver on its vision. Blackline led a team to perform an assessment of the City's technology. The focus of the engagement was two parts, a) to assess the current IT department, its performance, capability and capacity, b) build a plan for improving ITs operations and align IT with the City's vision. We conducted a series of analyses regarding the IT Department's work drivers, volume, the processes they use to deliver services and the technology environment. We then assessed the IT Department's structure, staffing and capabilities. Further, we conducted workshops with the leadership team to assess their desire for implementing new technologies. From this, we were able to identify gaps to deliver future work volume and new capabilities the Department would need.
 **IT Assessment and Cloud Strategy** Population: 66,502 FY2019 Budget: $58m (USD)	The Town recognized that the future IT environment would be more cloud-based and there will be changes to the way the Town selects technology, manages the IT environment and supports other Town departments. To prepare for the cloud-centric future, Blackline assisted the Town to assess the impact of cloud and a roadmap to achieve it. A major portion of our review was on the IT departments, structure, capacity and capabilities. We also identified changes to processes, particularly procurement and managing external service providers.

Experience with Public Safety/Criminal Justice Systems

You request information regarding our experience with public safety and criminal justice systems. Below is a list of clients where our IT assessment included a review of public safety / criminal justice systems:

- Municipality of Chatham-Kent
- City of Sault Ste Marie
- City of Brantford
- City of Barrie
- City of North Bay
- City of Dryden
- City of Toronto
- City of Guelph

Our approach is system independent. We will be able to assess the support each system provides to your users no matter which platform you utilize. Additionally, as you can see from our project examples, we have experience with other systems that provide similar functionality to the ones you list and will use this knowledge when thinking about whether a replacement would be beneficial.

Sample Reports

While the above provides you with a sense of our experience as it relates to your scope of work, it does not capture the essence of our work. Having said that below are some of our sample reports that are publicly available. We hope that you notice our messaging is clear and concise and that we tailor each of our reports to our clients' needs.

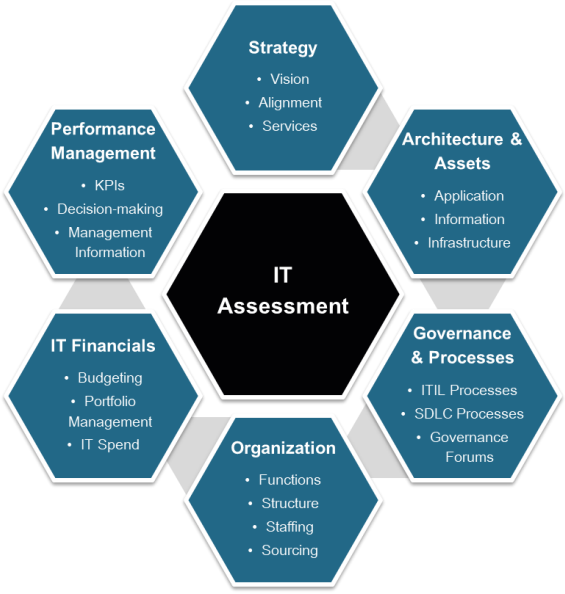
Client	Engagement	Link
Wellington County	IT Review – 2020*	Link
City of Brampton	Efficiency Review – 2019	Link
City of Guelph	Process Review – 2019	Link
Township or Oro-Medonte	Process Review – 2020	Link
City of Dryden	Service Delivery Review – 2020	Link

*This report excludes the detailed IT assessment as it includes sensitive information that the client did not want to be publicly available.

Our Methodology

The City recognizes that assessing IT needs to be comprehensive.

We agree, Blackline's IT Assessment Framework provides broad coverage of all aspects of IT and uses existing industry-accepted practices as a basis, such as ITIL[2], COBIT[3], PMBOK[4] and CMMI[5]. Our framework comprises six domains, as illustrated to the right. We use it for all our IT assessment engagements and tailor it as required.



Approach

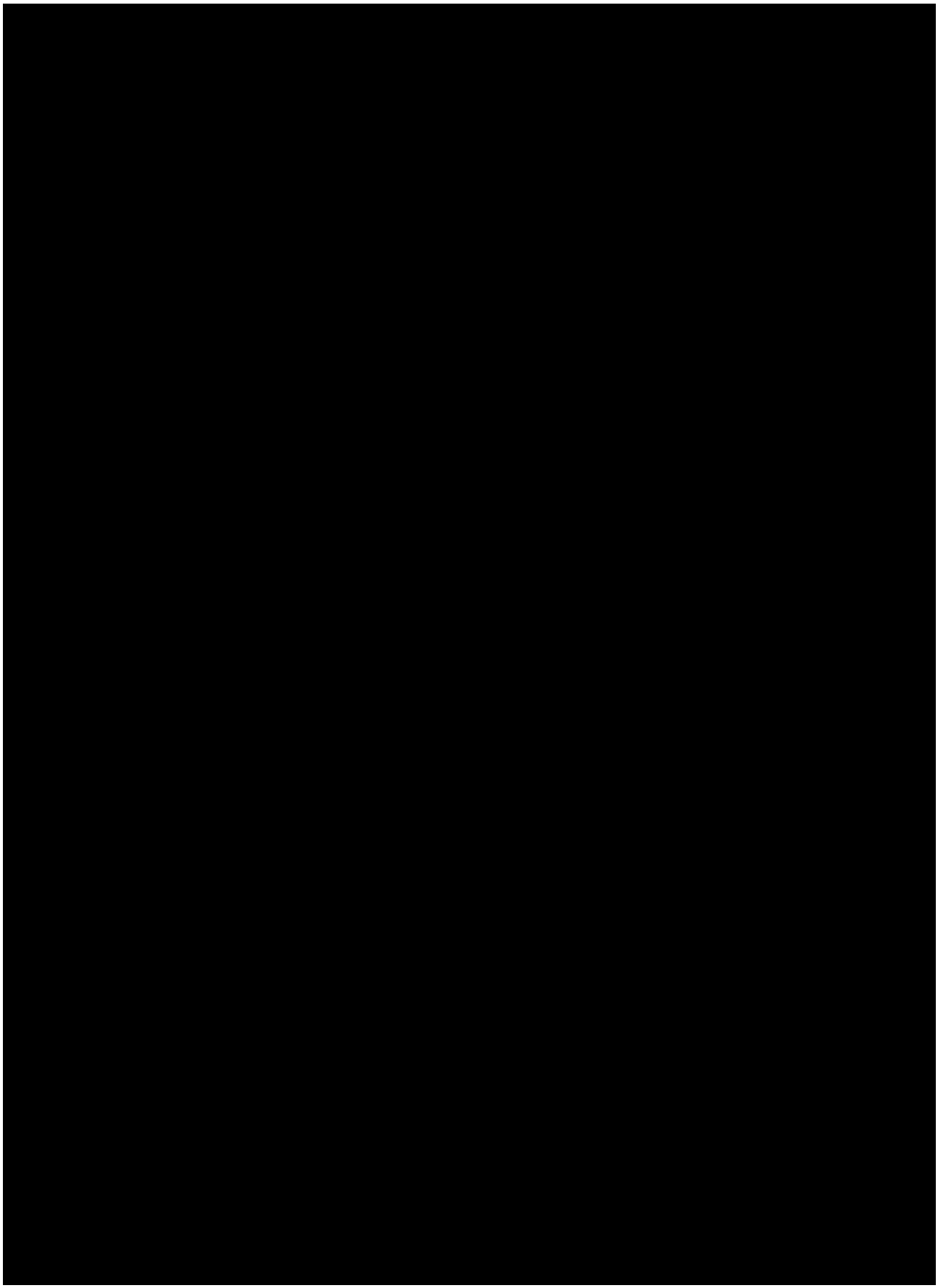
[redacted]

[2] ITIL – Information Technology Infrastructure Library
[3] COBIT – Control Objectives for Information Technologies
[4] PMBOK – Project Management Body of Knowledge
[5] CMMI – Capability Maturity Model Integration





[redacted]







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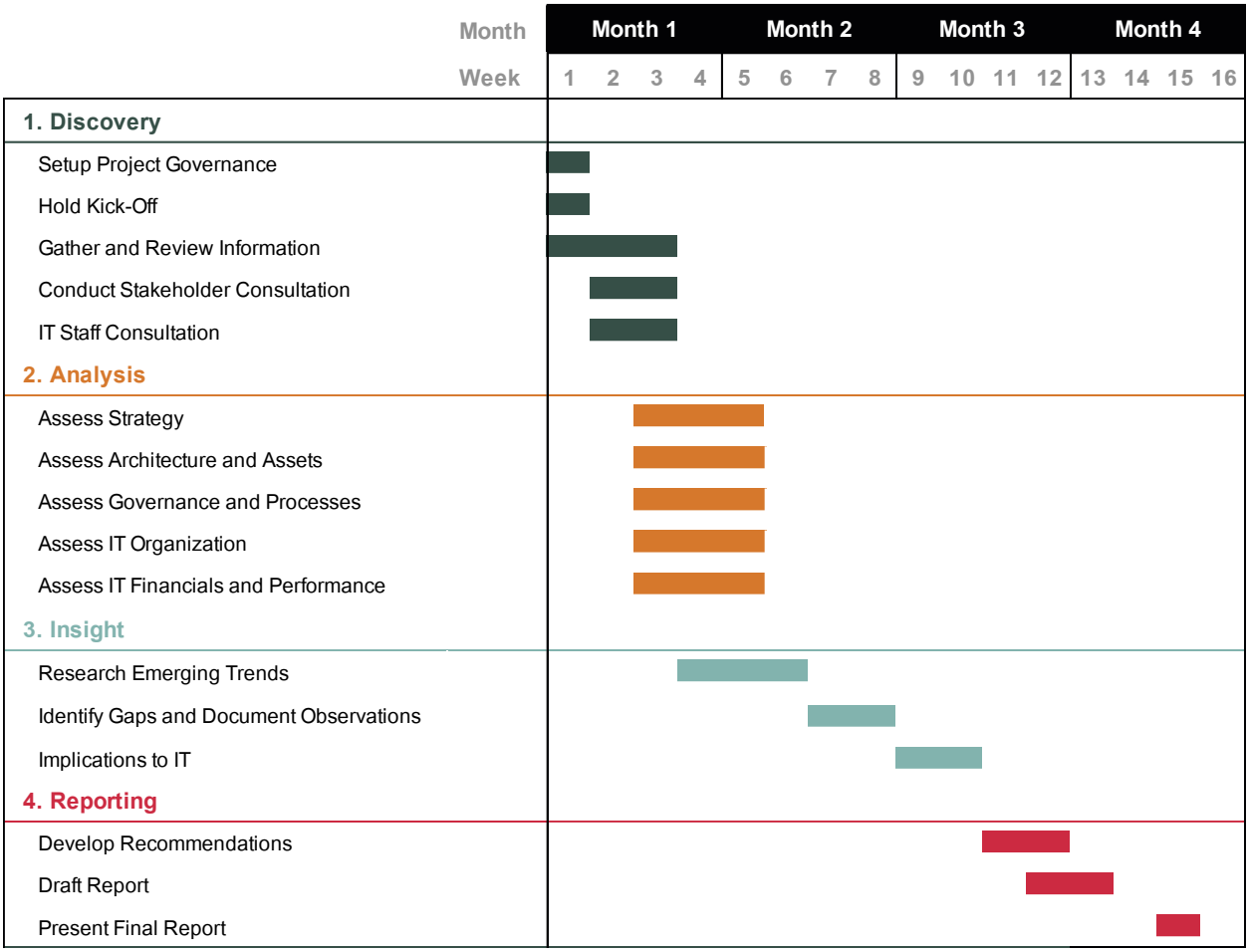
Engagement Schedule

We understand that the City intends to issue an RFP in late September / October, however, reserves the right to change this. As such, given what we understand is your scope and the City's size we are able to provide you with an engagement schedule using weeks / months.



Why Blackline?

Our Difference that Matters for this Engagement

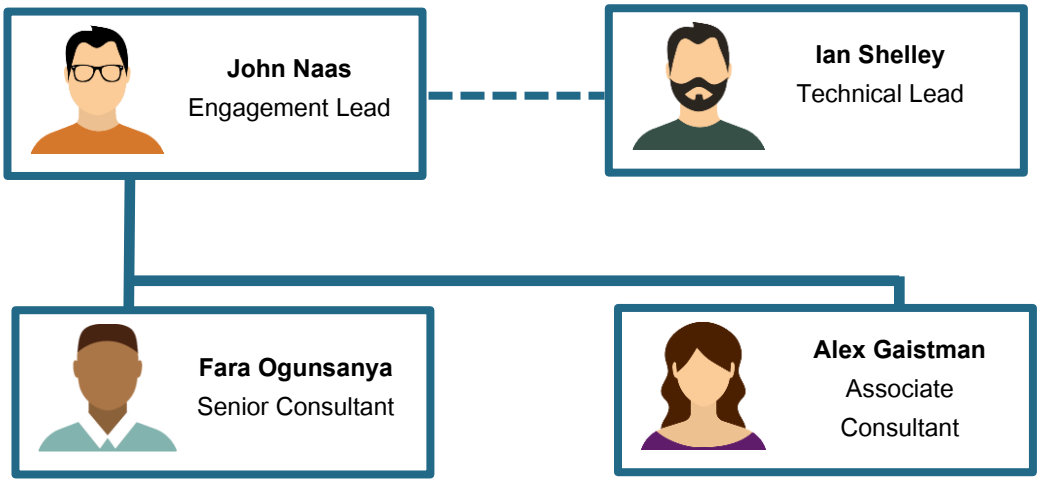
We think that the way management consulting work is executed can get better. We strive to improve and innovate our services continuously. With this effort, we believe we have become different from some of the other firms that may provide you with a proposal. The differences that we feel matter for this engagement include:

- **Breadth of municipal experience.** We have worked with many municipalities, conducting reviews of how they operate. We have conducted a combination of reviews that are department specific, developing an intimate knowledge of the services and ones that span an entire municipality, giving us an understanding of the interdependencies. This work has informed us on the processes and services across all departments, the performance objectives and the common challenges to meeting those objectives.
- **Business-centric approach.** While this is an IT assessment, we believe IT and technology is an enabler, it exists to deliver help departments deliver their mandate and ultimately in your case services to City residents and businesses. As such, we start our assessments meeting with the departments and understanding their needs than looking at what is needed from a technology perspective.
- **Clarity of messaging.** Our clients consistently tell us that what sets us apart from other consulting firms is our ability to take complex topics and present them in a simple and concise way. This includes our writing style and use of visual aids. We hope as you read our proposal you get a sense of this.

Being a young firm, our rate of repeat clients is one of our core measures of success and speaks to the satisfaction of our clients. **Our rate of repeat clients for the period covering 2013 to 2020 was 83% of our clients. We go above and beyond to deliver quality work for our clients.**

Our Team

With a focused review of this nature, we prefer to have a small team. Below an overview of our proposed team structure, followed by the role of each team member and their resume.



Blackline consulting declares that it has not had an agreement or contract terminate for default within the past five (5) years.

We will not replace any members of the team proposed below during the term of the engagement without the prior written consent of the City. All members of the proposed team will be available during the proposed project timeline, considering their other workload and commitments.

We are not using any sub-consultants to deliver this engagement.

Member	Role	Description of Role
John Naas	Engagement Lead (Project Manager)	John will have overall responsibility for the engagement. He will be the day-to-day liaison person and be actively involved throughout. He will lead the stakeholder consultation.
Ian Shelley	Technical Lead	Ian will lead the review of the City's IT infrastructure and systems, supported by both Fara and Alex.
Fara Ogunsanya	Senior Consultant	Fara will support John and Ian throughout the engagement. He will focus on assessing the City's IT governance and processes, and IT financials and performance.
Alex Gaistman	Associate Consultant	Alex will support John and Ian throughout the engagement. She will focus on assessing the technology the City uses and analyzing the organization of the IT Department organization.

The following pages are resumes of each. Due to page limitations we only include a one-page resume for Fara and Alex.

Resumes

John Naas, Engagement Lead (Project Manager)

John is currently a Partner at Blackline Consulting. John has 18 years of global consulting experience serving clients across more than 10 countries and 3 continents, he holds a unique breadth of expertise and understanding of global markets. Prior to joining Blackline, John led KPMGs UK technology strategy team. Over the past four years, he has almost exclusively been working with municipal clients.

/ *Relevant Experience*

Sault Ste. Marie IT Assessment and Strategic Plan	John led a team to perform a review of the City's IT service delivery. The focus of the engagement was two parts, a) to assess the current IT department, its performance, capability and capacity, b) build a strategy for improving ITs operations and align IT with the City's vision of using more digital services and enhancing the residents' experience.
Wellington County IT Assessment	John led a team to assist the County and member municipalities with a comprehensive review of their IT services in response to receiving funds from the provincial Audit and Accountability Fund. The intent of the review was to identify opportunities to share IT services to become more efficient with the use of current resources and operating expenditure. The team developed several opportunities that would reduce expenses by over 10% per annum along with one-time capital savings using cloud and other means.
Chatham-Kent IT Assessment and Strategic Plan	John led a team working with the Municipality to assess their current technology environment, organizational structure and capacity. The assessment covered all aspects of their operating model (processes, technology, staffing/resourcing, financials and performance). The strategy included tactical recommendations to bridge gaps, specifically capability and capacity for delivering the Municipality's desire to be more resident-centric.
City of Brantford IT Assessment and Strategic Plan	John led a team to review the client's IT environment and develop a new 5-year strategic plan. The last IT strategy had lapsed, and the City was increasingly using technology internally and externally. The Role of IT was unclear and required a reset and refocus. In addition, budget constraints limited what IT was able to achieve. The new strategic plan redefined the role of IT, its vision, use of technology and governance.

Town of Caledon Cloud Strategy and Action Plan	Blackline assisted the Town to assess the impact of cloud and a roadmap to achieve it. A major portion of our review was on the IT departments, structure, capacity and capabilities. We also identified changes to processes, particularly procurement and managing external service providers.
Town of Grimsby IT Assessment	Blackline helped the Town conduct its first operational review. With the arrival of a new Town Manager and a changing resident demographic, the Town wished to take a phased approach to a service delivery review, starting first within IT. We provided an in-depth assessment of IT Department, the performance of the Department, a review of its architecture, technology and work drivers. We also met with the various other departments to understand what their needs and issues were and developed an improvement roadmap.
International Financial Data Services (IFDS) IT Assessment	John was a member of a team that assessed the global transfer agency's IT organization. The client had been experiencing issues due to the existing organizational structures and governance. The review focused on alignment of their Corporate and IT strategies and identifying gaps and opportunities from an organizational and non-functional perspective.
Tricon American Homes IT Assessment and IT Strategy	John led a team supporting a US-based client with an IT Strategic Plan – this included conducting interviews with the business units, assessing their current IT infrastructure capabilities and drafting observations. We then helped the client assess different organizational designs for IT and created a set of recommendations to implement over a three-year timeline.

/ *Education and Affiliations*

Master of Science Information Technology	University of Liverpool, UK
Diploma, Computer Programmer/Analyst	Conestoga College, Canada
Lean Fundamentals Certified	Cardiff University, UK
Certified ITIL Foundation Practitioner	
Certified Information Systems Auditor (CISA)	
Certified in Governance Enterprise IT (CGEIT)	

Ian Shelley, Technical Lead

Ian is currently a Partner at Blackline Consulting. Ian is an executive-level leader and practitioner committed to helping organizations drive change. His consulting career spans 25 years and prior to forming Blackline, he was a Partner in KPMGs management consulting practice. Ian has assisted many municipalities and other organizations to develop IT strategies.

/ *Relevant Experience*

Haldimand County IT Assessment and Strategic Plan	Led the project to support the County to develop a five-year strategic plan covering its entire application portfolio, service delivery processes and governance. The strategy developed led to a two-year transformation initiative to establish an integrated portfolio of business applications that would support the diverse needs of the County. The engagement also addressed increasing citizen access via web services and assessed the use of GIS as a foundational technology for organizing the County data.
City of North Bay IT Assessment	Led the review of the City's current IT operations using Blackline's IT assessment framework. The team used the framework to assesses IT operations from a variety of lenses, including architecture, IT governance and policies, technology assets, skills and organization, strategy and financials. Once the team concluded the assessment, they rated the suitability of the current operations tailored to the City's needs. In addition, for any areas where the suitability was rated low or large gaps existed, the team outlined the risks of not mitigating the observation. The team developed 30+ recommendations for the City to execute against to address the operational risks and gaps. The team also provided the City with trends in the technology realm and provided various recommendations to move towards digitization (e.g. remote work, digital services).
Wellington-Dufferin-Guelph Public Health IT Assessment	Led an assessment of WDGPHs IT department. The Department had been operating without a multi-year plan for several years, was experiencing capacity constraints and the pending retirement of the IT director. Blackline did a detailed analysis of the IT department and its performance, as well as meeting with the various business users to understand their future needs. We developed an action plan and roadmap for the IT department to implement over the next three years.
Municipality of Meaford IT Assessment and Strategic Plan	Led the review of the IT operations at the Municipality. Of particular focus was the managed services provider and whether the Municipality had outsourced the right services. Upon reviewing, we identified that the managed service provider was not providing value for money. Our recommendations covered repatriating some of the services and adding internal capacity.

City of Brampton IT Assessment and Strategic Plan	Developed an IT strategy and prioritized investment plan for the coming five years. Having reviewed the current capabilities and direction of each of the business units, we developed an IT strategy encompassing recommendations for governance, architecture and service delivery.
Elections Ontario IT Assessment and Strategic Plan	Led the development of a five-year IT strategy that covered all divisions within the organization. The strategy focused on creating a client-centric IT organization, modernizing the technology platforms and clarifying governance and decision making.
Town of Whitby Customer Service Strategy	Ian is leading a team from Blackline, working with the Town to develop a customer service strategy. Key to this engagement is understanding how customer service is delivered through two methods. First, by job shadowing staff to observe customer interactions. Second, through facilitating focus groups with front-line staff to gather perspectives on existing services and identify opportunities for improvement. Ian and his team are currently developing customer personas and journey maps covering all customer services across the Town. Ian and his team's next steps are to assess the current service delivery and identify opportunities to achieve consistent, quality and positive customer interactions by leveraging technology to modernize customer interactions.

/ *Education and Affiliations*

Master of Business Administration	Melbourne Business School, Melbourne University, Australia
Bachelor of Engineering (Hons) Computer Engineering	Westminster University, UK
Executive Diploma Managing Professional Services Firms	Harvard Business School, Boston, USA

Fara Ogunsanya, Senior Consultant

Fara is an Associate Consultant at Blackline Consulting and a graduate from the University of Toronto with a Bachelor of Arts degree in economics and public policy. Fara has experience working with clients in the public sector. The objectives often included delivering a better customer and employee experience, introducing new technologies to improve daily operations, introducing technology to streamline a process or to reduce duplication and rework.

/ *Relevant Experience*

Town of Whitchurch-Stouffville IT Needs Assessment	Fara was part of a team that conducted a review of the Town's processes and technology. The objective was to identify improvements to the Town's asset management, customer service and work order management processes and eventually procure systems for those three key business areas. Fara assessed and documented the staff's processes through job shadowing and staff consultations. Following this, he developed a needs assessment report, which was used to determine requirements for each system. He also assisted the Town in selecting an appropriate procurement strategy along with a budget and market research report.
Township of Georgian Bay IT Assessment and IT Strategy	Fara was part of a team working with the Township to create a 5-year IT strategic plan. Fara and the team are working closely with the municipality's departments on gathering their service needs from IT. Following the review, recommendations will be made on how to improve IT operations, restructure the IT department to better suit future needs and a strategic plan with a timeline to implement initiatives leading to the future state.
Municipality of Chatham-Kent IT Assessment and IT Strategy	Fara was part of a team working with the Municipality to assess their current IT operations and develop a strategic plan. The focus of the strategic plan was defining the role of IT within the Corporation, while ensuring that the Business Units receive the support required for their day-to-day operations and strategic objectives.

/ *Education and Affiliations*

Bachelor of Arts (Hons) Specialization in Economics, Public Policy and Political Science	University of Toronto

Alex Gaistman, Associate Consultant

Alex has experience both in private sector consulting and public sector affairs. She has worked for the Ministry of Intergovernmental Affairs for the Ontario, Provincial Government prior to joining Blackline. At Blackline, Alex has assisted on a number of client engagements in a data analysis capacity.

/ *Relevant Experience*

City of Owen Sound IT Assessment	Alex is currently conducting an IT assessment for the City of Owen Sound. The City has not completed an assessment or IT strategy since 2002, and their systems are in danger of obsolescence. As part of this assessment, Alex is conducting interviews, job shadowing, and a Lean analysis to identify technological deficiencies and needs. Alex and team are currently working to produce a report outlining current and immediate technological need. Afterwards, they will develop a set of recommendations around architecture, technology solutions, finances and processes to provide the City with a technological roadmap.
Tricon Residential IT Service Transition	Alex was the project coordinator for Tricon Capital's IT service transition. Tricon required additional assistance to reduce risks during their service transition, specifically as it pertains to coordinating efforts between Tricon, their new IT provider, and other third parties. During the engagement, Alex and the team worked with the new IT provider to help define the program and project governance, act as the main point of contact with other project managers to coordinate Tricon activities, review support information, schedule meetings and follow-ups, and create a communications plan for Tricon users and different stakeholders.
Public Employees Benefits Agency (PEBA) IT Cloud Assessment	Alex assisted Blackline in assessing PEBA's Cloud-First Policy and decision framework to determine their adoption of cloud. Alex and the team created a policy template and decision framework and led working sessions with PEBA's IT department to iteratively design and reefing the policy and decision framework. It focused on Cloud processes and potential software solutions.

/ *Education and Affiliations*

Master of Global Affairs	University of Toronto Munk School of Global Affairs and Public Policy
Bachelor of International Relations (Honors)	Western University

References

Included below are three references from previous client projects.

Reference 1

Organization:	**Tricon Residential**	**Contract Value:**	$104,000
Contact:	Gregg Knutson, SVP of IT		
Phone:	714.689.6162	**Email:**	gknutson@triconresidential.com
Work Performed:	Blackline supported TAH with an assessment of their IT. The engagement included conducting interviews with the business units, assessing their current infrastructure and skill capabilities, and drafting a report which outlines recommendations to attaining their long-term vision. Furthermore, the team developed a Data Architecture model for TAH that mapped out and detailed the interactions between the various data points and systems that TAH has implemented. In parallel, the team supported the IT leadership with developing an IT Security RFP, evaluating responses and selecting a vendor.		

Reference 2

Organization:	**Municipality of Chatham-Kent**	**Contract Value:**	$90.000
Contact:	Catherine Fitzgerald, Director of Information Technology & Transformation		
Phone:	519.352.8401 x3743	**Email:**	catherinef@chatham-kent.ca
Work Performed:	Blackline worked with the Municipality to assess their current IT operations and develop a strategic plan. The focus of the strategic plan is defining the role of IT within the Corporation while ensuring that the Business Units receive the support required for their day-to-day operations and strategic objectives.		

Reference 3

Organization:	**Sault Ste. Marie**	**Contract Value:**	$83,505.00
Contact:	Shelley Schell, Chief Financial Officer / Treasurer		
Phone:	705.759.5355	**Email:**	s.schell@cityssm.on.ca
Work Performed:	Blackline led a team to perform a review of the City's technology. The focus of the engagement was two parts, a) to assess the current IT department, its performance, capability and capacity, b) build a plan for improving ITs operations and align IT with the City's vision.		

Professional Fees

This is an interesting engagement that Blackline is very excited to bid on. Given this is our first opportunity to work together we are offering a discount on our partners rates.

While most of our clients prefer to work remote to avoid any travel expenses and health / safety concerns regarding COVID-19 we thought it best to provide you with two options, a remote only and a second option with travel included:

Option 1 – Remote Only

Blackline's total fees (fixed fee) for this option is **$38,394**. This does not include any applicable taxes.

Phase	Fees (US)
1. Discovery	$14,299
2. Analysis	$7,900
3. Insight	$5,214
4. Report	$10,981
Total	**$38,394**

Option 2 – Onsite Work

Blackline's total fees (fixed fee) for this option is **$58,394**. This does not include any applicable taxes. Should the City wish to proceed with this option we can provide expenses at cost but below is an estimate of our travel fees.

Phase	Fees (US)
1. Discovery	$14,299
2. Analysis	$7,900
3. Insight	$5,214
4. Report	$10,981
Expenses (estimate)	$20,000
Total	**$58,394**

All figures shown are in US dollars. We invoice monthly in USD for the work completed and ask for payment 30 days from the date of the invoice.

BLACKLINE CONSULTING

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This proposal is made by Blackline Consulting and is subject to signing a specific engagement letter or contract. All aspects of this proposal should be considered commercially sensitive and treated as confidential.

CITY OF MONTEBELLO

RESPONSE TO REQUEST FOR
STATEMENT OF QUALIFICATIONS (SOQ)

RFQUAL NO. 21-1 INFORMATION TECHNOLOGY ASSESSMENT, UPGRADE, AND IMPROVEMENT PROJECT

Due Date: 09/09/2021– 11am PST

TO:
CITY OF MONTEBELLO
FINANCE DEPARTMENT
ATTN: MICAH HERD
SENIOR MANAGEMENT ANALYST
1600 W. BEVERLY BOULEVARD
MONTEBELLO, CA 90640

FROM:
LAX CHEPURI, CEO
TECHNOGEN, INC.
4229 LAFAYETTE CENTER DR., #1880
CHANTILLY, VA 20151
(703) 565-2831
lax@technogeninc.com

This response includes data that shall not be disclosed outside the government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this response. If, however, a contract is awarded to this offeror as a result of-- or in connection with-- the submission of this data, the government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is conspicuously marked on those portions so deemed.

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1.0 Volume I Section 1 – Administrative Information (RFP L.5.1) (30 pp. max)

1. Cover Letter/Letter of Transmittal

September 09, 2021

Micah Herd, Senior Management Analyst
City of Montebello Finance Department
1600 W. Beverly Boulevard
Montebello, CA 90640

Reference: Response to RFQual No. 21-1 Information Technology Assessment and Improvement Project

Dear Ms. Queen,

TechnoGen, Inc. (TGI), a Small & Woman Owned Minority Business Enterprise (MBE) information technology (IT) consulting and software development company based in Chantilly, VA, is pleased to submit our response to RFQual No. 21-1 Information Technology Assessment and Improvement Project for the City of Montebello. TGI's Tax ID number is 45-0496125 and is headquartered at 4229 Lafayette Center Dr. #1880, Chantilly, VA 20151. TGI has a Prince George's County office located at 1801 McCormick Drive, Suite 350, Largo, MD 20774. TGI's website address is www.technogeninc.com.

To complement the depth of capability for the City of Montebello contract, TGI has partnered with Paragon Systems, Inc., whose core competency is both **Physical and Logical Security (PALS)**. Details about both companies are described below:

TechnoGen, Inc. is a proven leader in providing Information Technology Assessment and Improvement Services and Human Capital solutions for more than 18 years. We have more than 1,000 consultants globally with expertise in different technologies. TGI is an MBE Certified, Small & Woman Owned Minority Business, GSA MAS contract holder, Maryland Department of Transportation (MDOT) MBE, and Prince George's County MBE. TechnoGen's relevant experience to this project includes the Astronova contract, where we provide Cyber Security services. TechnoGen serves both public and private sectors providing numerous employees and consultants with skills and experience in various cutting-edge IT technologies—all dedicated to innovative excellence in IT services in the local government space.

To support the City of Montebello in accomplishing its forward-looking vision for innovation—and to add value to the project— TechnoGen offers the following complement of services:

- **Certified** CMMI-Level 3
- Best practices in **Programmatic Support** and **Projects** based on Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK)
- Highly qualified, **Staff Augmentation** and **Dynamic Surge Support**, using ISO 9001:2015 quality standards
- **Project Task Delivery** based on an integrated combination of PMI PMBOK, ISO 9001:2015; ITILv4; and IT Service Management (ITSM) best practices
- ISO 9001:2015; ISO 27000; ISO 27001
- **IT Security policy and guideline expertise** at the Federal, State, and local levels

Technical Capabilities. TechnoGen will employ a Program Management methodology and approach based on PMI PMBOK; CMMI-SVC/3; ISO 9001:2015; ISO 20000; ISO 27001; ITIL; and IT Service Management (ITSM) to achieve the City of Montebello objectives for an effective program. Coupled with best practices in Program Management and our deep knowledge of IT security policies and regulations, TGI will utilize our well-honed expertise in recruiting for IT positions like those required for this project and cement this capability with proven retention and training to ensure highly skilled personnel and resource continuity throughout the life of the project.

Paragon Systems, Inc. (Paragon), Paragon Systems, Inc. and our parent company, Securitas Critical Infrastructure Services, Inc. (SCIS) is one of the largest providers in the United States of specialized security, fire and emergency response, investigations, inspections, cybersecurity, and mission support services to the Federal Government and other critical infrastructure clients. Paragon has more than 14,000 security and fire personnel throughout the U.S. Paragon operates under a proxy agreement with the U.S. Government and have been approved by the Defense Counterintelligence and Security Agency (DCSA), Department of Energy (DOE), and all other government agencies to retain security clearances and operate contracts requiring security clearances. Providing a combination of analytics, innovative technology and unparalleled experience, Paragon identifies, manages, and mitigates business risks. Paragon prides itself on over 30 years of experience and expertise Safeguarding American Assets at Home and Abroad.

Team TGI. Over our 48 years of combined experience, Team TGI has learned a great deal about IT and physical security and offers the City a **holistic solution that provides total protection for the IT logical, operational, and physical environment**. Through our contracts with Los Angeles, Public Utilities Commission of Texas (PUCT), Department of Homeland Security (DHS) Federal Protective Service (FPS), and Astronova, Team TGI is accustomed to providing Cyber Security, Agile Application Development, Artificial Intelligence, DevSecOps, 508 Services, and Program Management to ensure each projects meets its objectives on time and within budget. These qualifications will translate into effective Technology Assessment and Improvement Services for the City. Team TGI is excited and enthusiastic about contributing to the City of Montebello's goal to improve the IT infrastructure to prepare for envisioned growth and increases in City service demands.

As the CEO of TGI, I am the point of contact authorized to commit TGI to the services and requirements in a forthcoming RFP and can be reached at (703) 565-2831 and via email lax@technogeninc.com.

TGI is greatly appreciates the opportunity to provide our Statement of Qualifications (SOQ) to the City of Montebello on this vital initiative. We are sure that the City will find our qualifications worthy of consideration. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

TechnoGen, Inc.



Lax Chepuri, CEO

2. General Consultant Information

o	Length of time your firm has been in business
	More than 18 years.
o	Length of time your firm has been providing the proposed services
	More than 18 years.
o	Total number of clients that your firm currently supports
	110
□	Total number of public sector clients that your firm supports presently
	25
□	Total number of clients supported in California
	Team TGI -24
□	Total number of clients in the County of Los Angeles
	Team TGI - 10
□	Total number of local/state/Federal government clients your firm currently supports
	25
□	Total number of clients that are of similar size to the City of Montebello with similar complexities
	Team TGI - 4
o	Personnel size:
•	The number of Full-Time Employees in:
o	Consulting
	96
o	Installation
	17
o	Administrative support
	13
•	The number of part-time personnel in:
o	Consulting
	13
o	Installation
	8
o	Administrative support
	2
o	Any other general information about firm/business operations
	TGI maintains an off-shore Innovative IT Development Lab dedicated to designing and testing emerging technologies to ensure our customers have the most forward-thinking technologies available.

On behalf of Dodge and Cox, TGI delivered security analysis, ranging from third-party security assessments through understanding the applicability of industry compliance requirements requiring varied interpersonal and technical skills. We were responsible for providing support and program management for the regulatory and security compliance of client information resources. In addition, TGI assessed and provided recommendations for information security and compliance requirements, including related strategies, policies, and governance procedures.

TGI assessed compliance of third parties with client defined security industry best practices (such as ISO 27000 family of standards, National Institute of Standards and Technology Cyber Security Framework, SANS Top 20, HIPAA, Privacy, and Payment Card Industry Data Security Standards) and determining the recommendations to reduce the risk exposure. We also delivered projects involving incident response plans and programs. This required the ability to review and develop incident response policies and procedures as well as high-level and detailed incident response plans in accordance with NIST SP 800-61 R.2.

3. Statement regarding your understanding of the IT upgrade project and ongoing support services required by the City of Montebello

Team TGI possesses relevant security experience with the Department of Homeland Security (DHS) Federal Protective Service (FPS) for both the City of Montebello and City of Los Angeles, enabling immediate productivity on Day One

The City of Montebello requires a major technical refresh of the IT infrastructure that utilizes all aspects of security protection available in today's sophisticated Cyber Security market. This is especially crucial due to the City's all-encompassing service to the community at large spanning public safety, traffic management, capital planning, finance, inventory management, human resources, and general record-keeping. Through the process of revitalization and upgrade, aged system components will need to be replaced with cutting-edge hardware and software solutions which will take the City of Montebello well into the 21st Century and allow the City to have confidence in its Information Technology architecture and infrastructure that provides protection from 21st century internal and external IT threats.

By starting with a new Information Technology architecture based upon the most recent security and efficiency concepts from the National Institute of Standards and Technology (NIST) which effectively address both Risk Management and Cybersecurity, the City will avoid the common vulnerabilities frequently faced by municipalities across the country. This approach will enable the City to continue to provide critical constituent services without interruption or compromise. Team TGI understands and is well versed in the NIST Risk Management Framework and the NIST Zero Trust Architecture. Together, these two concepts form the basis of an infrastructure technology refresh and significant security upgrade modeled upon internationally recognized standards that are proven to defeat "bad actors" and their efforts at hacking, ransomware and other attacks on the City's most valuable assets, its data. Without this data, critical activities such as assessments, settlements, taxes, registrations, licenses and even voting may not be possible. A modern architecture that includes the NIST RMF and ZTA may even reduce the cost of cybersecurity insurance premiums to the City over and above reducing the likelihood of a successful security breach. When taken together, this kind of IT and cybersecurity upgrade will not only improve efficiency and effectiveness but will also provide the necessary redundancy that is required for continuity of operations in the event of an otherwise successful system breach. Team TechnoGen has the skill and experience to design, implement and document a new IT infrastructure that will prepare the City of Montebello for the planned future City expansion.

Team TGI has performed many projects similar in size and scope as the City—namely for the Public Utility Commission of Texas —that involve a thorough assessment of the existing infrastructure and development of a detailed plan for upgrades, and a methodological

implementation in stages to ensure uninterrupted services to the community. Team TGI envisions the following tools and technologies to bring the City to a level of cutting-edge functionality, while aligning with the National Institute of Standards and Technology (NIST) framework. The NIST Risk Management Framework (RMF) framework, illustrated in Figure 1, is built on policies and guidance that form the foundation of a secure system, upon which all other protective technology is based.



Figure 1: The NIST Framework

[redacted]



In concert, Team TGI's plans to revitalize the IT Infrastructure will fulfill the City's key objectives for improving its effectiveness and reliability while providing for future expansion.

Ability to Provide Highly Qualified Cyber Security Personnel. Team TGI possesses a deep bench of cybersecurity talent and uses robust management procedures to successfully support projects like DHS FPD. We also maintain a multi-industry cybersecurity practice with 95% Cleared Professionals on staff of varying clearance levels as required by project. We attract, develop, and retain the best talent through our employee retention programs and market-competitive salaries.

Cyber Security, Privacy, Policy and Governance. Team TGI's cutting-edge, sophisticated services, and holistic solutions are used to address some of the toughest IT challenges. For example, Team TGI serves as the contract Cybersecurity Monitor for Texas's Monitored Utilities within the Public Utilities Commission of Texas (PUCT). Specifically, we support the PUCT and Electric Reliability Council of Texas (ERCOT) in developing a framework for scanning the regional, state-level, and federal regulatory environment for securing power grids and utility companies against vulnerabilities. Team TGI evaluates each Security Operations Center (SOC)'s security posture on a continual basis using structured interviews, standardized self-assessments, and extensive reviews of the PUCT's policies and procedures to evaluate the Monitored Utility's ability to protect the electrical grid from cyber vulnerabilities, data breaches, and malicious actors.

Physical Security. Team TGI provides Protective Security Officer (PSO) services at 36 Federal facilities in San Diego, CA, and surrounding area to include the USA/Mexico border for the Department of Homeland Security (DHS) Federal Protective Service (FPS). Utilizing a force of 228 personnel, Team TGI staffs 91 posts, involving up to 400,500 hours of annual service. During the current CPARs performance period, Team TGI provided 366,980.97 hours of guard service, with 361,682.47 hours of recurring guard service and 5,298.50 hours of Temporary Additional Service (TAS). Regarding TAS requests, Team TGI consistently responds with less than 24-hour notice.

Cyber Security Operations Center (CSOC). Team TGI delivers continuous monitoring of assets for the DHS FPS within the City of Los Angeles with 24/7/365 support. Services include continuous monitoring, dashboards, nationwide map development, centralized management, security control development, process automation, network diagrams, stakeholder visibility, system administration, configuration management, antivirus, active directory development, COOP, playbooks, malware, and forensic analysis, single sign-on, CCB, and incident response.

Security Compliance. The Team TGI Security Team initiates a phased approach when conducting Cybersecurity Validation. We provide support to the Public Utilities Commission of Texas (PUCT) with auditing and maintaining controls across the enterprise. In addition, our team provides the vulnerability assessment, management and continuous monitoring, auditing of security controls, incident response, sustainment, and testing through the PUCT testbed. Other tasks performed span Accreditation, risk assessments, Security Awareness, development of security architecture, internal and external penetration testing, and ISSO support. Team TGI also ensures security compliance on other contracts of similar scope and complexity such as Astronova, Prince George's County Public Schools, the National Institute on Aging (NIA), Defense Health Agency (DHA), and the Maryland Department of Health (MDH).

Team TGI's experience across the Scope of Work is shown in Table 1:

Team TGI Experience Across the City of Montebello's Scope of Work	City of LA	PUCT	DHS FPS	Astro-nova
Improve the City's overall IT efficiency and effectiveness	✓	✓	✓	✓
Improve System Redundancy/Continuity of Operation	✓	✓	✓	✓
Enhancement Cyber Security Posture	✓	✓	✓	✓
Replace older/obsolete system components	✓	✓	✓	✓
Develop and maintain a system that is capable of supporting future City expansion	✓	✓	✓	
Obtain ongoing maintenance/support services	✓	✓	✓	✓
Develop and maintain build documentation	✓	✓	✓	✓

Table 1: Team TGI's Experience Corresponds to the City's Statement of Work, Making us a Fit for the Execution of this Project

4. Statement Regarding Consultant's Project Management Approach and Practices

TechnoGen, Inc. is the prime contractor, has an established Program Management Office (PMO) for the management and oversight of its the City contract. Our PMO will apply a common set of best practices to ensure consistency in the delivery of quality products and services. TechnoGen, Inc. will provide the program management, project control, and contract administration necessary to manage the contract process so that cost, schedule, and quality requirements are tracked and communicated to the City's stakeholders. To support the City in accomplishing its forward-looking vision for innovation—and to add value to the project— TechnoGen, Inc. offers the following program management and project execution attributes:

[redacted]



Organization, Structure and Business Operations. Team TGI's organizational structure, illustrated in Figure 5, includes a PMO comprised of a Program Manager (PM), who is supported by the Executive Oversight Team led by Lax Chepuri, CEO of TechnoGen, Inc. Mr. Chepuri, as well as the CEO of our subcontractor, Paragon, are fully committed to the success of the contract and are available for consultation with the City's Project Manager and stakeholders as needed. Team TGI's emphasis on quality is underscored by the involvement of Corporate Quality Assurance Manager, Mr. Robert Williams, who is a Vice President at TechnoGen whose major focus is ensuring quality at contract and individual task levels. Corporate reachback dedicated to the program spans Human Resources (HR), Quality Assurance staff, Contracts, Finance, and Security.

Team TGI follows established PMI PMBOK management practices, including the development of a Program Management Plan (PMP), Scope Definition, Resource Planning, Schedule Development, Cost Estimating and Budgeting, Quality Planning, and Risk Management Planning and Analysis to ensure that work is closely monitored for quality, cost control, management, performance, and risk. By applying a sound project management methodology aligned with the City's requirements, Team TGI will ensure that all tasks associated with this contract are successfully performed.



Figure 5: Team TGI's Program Management Organization for the City's Success

Team TGI's features and benefits of our Program Management approach for supporting the City are described in Table 2:





Team TGI is a fully integrated organization, operating under one set of performance processes, procedures, and standards in accordance with our PMO. This standardization results in consistency and repeatability to ensure that objectives are obtained, and results reported. Team TGI will manage this program using the same performance metrics and standards across all task activities, thus providing transparency and seamless delivery to the City.

Methodology for Managing Subcontractors

TechnoGen, Inc. views our subcontractors as integral to our ability to deliver high quality services to the City. Our methodology for selecting the right team members for this contract center on the following qualifications, which are rigorously vetted:

- ✓ Operational for at least five years, with a history of only positive business ratings
- ✓ Financial solvency and access to lines of credit
- ✓ An acceptable accounting system
- ✓ Relevant, verifiable Security past performance
- ✓ Company certifications such as ISO and CMMI
- ✓ Proficiency in niche cutting edge technologies
- ✓ Rapid staffing capabilities
- ✓ Involvement in industry associations
- ✓ Dedication to total customer satisfaction as recognized by awards and customer accolades

TechnoGen, Inc.'s approach to managing our subcontractors is to fully integrate them where they support the same quality standards and processes that drive our internal operations. Team TGI establishes clear and unambiguous subcontracts, including flowdown clauses, that consist of a concise Statement of Work (SOW). The efforts of all subcontractors are integrated into a cohesive project plan with all subcontractors understanding where their efforts fit into the overall

program, as well as the overarching mission of customer satisfaction.

TechnoGen, Inc. manages and monitors our subcontractors by evaluating the subcontractor's work against Key Performance Indicators (KPIs) for each activity. Our Quality Assurance department performs the evaluations, in which good performance is acknowledged and anything less is immediately addressed to keep the program running smoothly. We also monitor billings to ensure that they only include allowable costs. TechnoGen has over 18 years of experience in selecting, monitoring, and managing subcontractors. We will employ the lessons learned and best practices to this contract, ensuring the fulfilment of all contractual obligations.

5. Statement Regarding Previous Work/Experience with Local (or other levels) of Government

The following are Team TGI's past performance descriptions with City, County, State, Federal, State, City, and County government entities:

Department of Homeland Security (DHS), Federal Protective Service (FPS) at City of Los Angeles and City of Montebello, CA

Project Title	Protective Security Officer (PSO) Services
Name of Organization	Department of Homeland Security (DHS) Federal Protective Service (FPS)
Brief Description of Service Provided	Paragon Systems, Inc. has provided FPS with Armed Protective Security Officers (PSOs) throughout the Los Angeles Service Area, Southern California, since 2008. Our first experience was as a result of an urgent and compelling requirement when another company failed to perform. Thereafter, Paragon has successfully competed in three (3) full and open competitions of five (5) year contract cycles to remain the incumbent on this contract. Paragon's Armed PSO Services support multiple agencies at 90 federally owned/leased facilities with 350 posts involving up to 760,000 hours of annual service. Our security force consists of 390+ armed service personnel as well as supervisors. We are currently providing support at one federal location in Montebello, CA on this contract.
POC Name	Mr. Desmond Landry
POC Telephone #	832-239-0738
POC E-mail address	Desmond.J.Landry@fps.dhs.gov
Contract Value	$212,239,664

Astronova

Project Title	Internal, External & Wireless Network Vulnerability Assessment & Penetration Testing Engagement
Name of Organization	Astronova, Inc. (TGI performed as a subcontractor)
Brief Description of Service Provided	TechnoGen supported Astronova by performing vulnerability assessment, Internal and External Penetration Testing. In addition, we also performed Wireless Security Assessment. TechnoGen provided Internal, External and Wireless Network Vulnerability Assessment &

	Pen testing Assessment Requirements. TechnoGen security consultants have expert knowledge in Network Security and Web Applications, Security Controls, process and procedures, best practices, vulnerabilities, and countermeasures. The tasks were performed in 3 phases. • Phase One: Internal Network Vulnerability Assessment & Penetration Testing • Phase Two: External Network Vulnerability Assessment & Penetration Testing • Phase Three: Wireless Security Assessment • Phase Four: Report Development TechnoGen completed the following services for Astronova. • External Network Penetration Testing, Internal Network Penetration Testing • Wireless Network Penetration Testing, Report Deliverable Development & Delivery • PowerPoint Presentation Creation & Delivery; Excel Spreadsheet Creation & Delivery At the conclusion of Penetration testing, analysis and remediation recommendations have been documented. The Cybersecurity Project Manager has delivered a final report to client stakeholders. A formal presentation of the final report, its findings and recommendations includes a report detailing the following elements: Executive Summary–a high-level view of both risk and business impact. The purpose is to be concise and clear. It should be something that the audience and non-technical readers can review and gain insight into the security concerns highlighted in the report. • Scanning Scope& Methodology used–Asset inventory that was scanned and the tactics used. • Walkthrough of Technical Risks-It is imperative that business leaders grasp what is at stake to make informed decisions for the company, the executive summary is essential to delivering that understanding. Key findings on Vulnerabilities identified • Remediation of findings–Recommendations, priorities, and approach. • Conclusion –Current vulnerability exposure and remediation recommendations by risk level [Med-High-Low] The goal was to provide remediation and recommendation to Astronova based on the findings from the task performed A final Penetration Testing Report was delivered • Executive Summary for Strategic Direction; Scope & Methodology Used, Walkthrough of Technical Risks; Potential Impact of Vulnerability findings • Vulnerability Remediation Recommendations Conclusion

	TechnoGen personnel were rated as Very Good for the evaluation areas of Quality, Schedule, Management, Regulatory Compliance and Technical Expertise in vulnerability Management and Penetration Testing. Astronova team was highly satisfied and awarded additional projects. Vulnerability Assessment and Penetration testing helped identify risks and provided visibility of gaps in the current infrastructure. Gaining visibility and treating risk is very crucial need to sustain business operations.
POC Name	Mr. Raj Ramasamy, CIO
POC Telephone #	949-468-7207
POC E-mail address	rramasamy@astronovainc.com
Contract Value	$22,750

Prince George's County, MD Public Schools

Project Title	Consulting Services for Oracle E-Business Suite for PGCPS
Name of Organization	Prince George's County, MD Public Schools
Brief Description of Service Provided	TechnoGen designed, developed, and supported the Lottery Application process for Chartered schools, namely the PGCPS Lottery, an online portal for both Parent and PGCPS Staff to automate Lottery Selection process. TechnoGen performed all technical writing and document preparation of the Lottery Application to include system documentation; user manuals; computer operations and program maintenance manuals; plans for training, testing, quality assurance, and contingency operations; and backup, recovery and restart procedures; and standard operating procedures (SOP) and policies. We documented the following activities: The parents' ability to perform following functions online: • Submit application • Track status • Edit application • Withdraw application and Resubmit before Dead line • Language support for English and Spanish • Multiple Students in one application The PGCPS Staff Admin's ability to perform following functions: • Track submitted applications • Edit applications for Phone customers • SIS Integration (Student Integration Service to validate student and parent information with External PGCPS Applications) • Approve or Reject applications • Auto select eligible Charted students (based on AFB and Sibling validations)

	• Extensive Report • Customized application process and school configuration
POC Name	Jinghong Gao, Director, Student Applications
POC Telephone #	(301) 780-5926
POC E-mail address	jinghong.gao@pgcps.org
Contract Value	$2,873,373.12

Public Utilities Commission of Texas (PUCT)

Project Title	Cybersecurity Monitor Services
Name of Organization	Public Utilities Commission of Texas (PUCT)
Brief Description of Service Provided	Paragon Systems, Inc. serves as the contract Cybersecurity Monitor for Texas's Monitored Utilities. Specifically, we support the PUCT and Electric Reliability Council of Texas (ERCOT) in developing a framework for scanning the regional, state-level, and federal regulatory environment for securing power grids and utility companies against vulnerabilities. We evaluate each SOC's security posture on a continual basis using structured interviews, standardized self-assessments, and extensive reviews of the companies' policies and procedures to evaluate the Monitored Utilities' ability to protect the electrical grid from cyber vulnerabilities, data breaches, and malicious actors. We identify gaps in Monitored Utilities' cyber and physical workforce training programs and develop and deliver, as needed, training related to the approved changes to the curricula. To achieve these above goals, Paragon executes the following tasks for the PUCT: • Develop a framework for scanning the regional, state-level, and federal regulatory environment for securing power grids and utility companies against vulnerabilities. • Evaluate the cyber and physical security postures of the approximately 100 Monitored Utilities in Texas on a continual basis using standardized self-assessments. • Identify gaps between the "Haves" and "Have Nots" that could adversely affect the critical electric infrastructure's vulnerabilities to cyber and physical attacks. • Prioritize making recommendations to PUCT regarding those Monitored Utilities with a critical need to improve their security practices and procedures from a People, Processes, and Technology perspective. • Deliver a Communication and Outreach Plan outlining Paragon's approach for fostering dialogue, coordination, and cooperation between PUCT, Monitored Utilities, and ERCOT and outreach activities promoting a unified corporate culture equally dedicated to securing Texas's power grids.

	• Prepare regular reports summarizing the findings of our regulatory environmental scans and Monitored Utilities' self-assessments and providing actionable recommendations for improving communication and compliance with cyber and physical industry standard practices. • Analyze the results of self-assessment scorecards and qualitative feedback from the utilities to develop and deliver, as needed, training courses designed to strengthen cybersecurity posture.
POC Name	Charles "Chuck" Bondurant [Director, Critical Infrastructure Security and Risk Management (CISRM)]
POC Telephone #	512-936-7280
POC E-mail address	chuck.bondurant@puc.texas.gov
Contract Value	$2,285,355.60

Maryland Department of Health (MDH)

Project Title	E-Medicaid System Support Services
Name of Organization	Maryland Department of Health (MDH)
Brief Description of Service Provided	TechnoGen, Inc., as a subcontractor to GCom, delivers hosted mission critical operational requirements for the E-Medicaid System for the Maryland Department of Health. Primary duties include ongoing analysis, measurement of metrics, development and maintenance of new features and functions of the E-Medicaid web-based portal. TechnoGen assists MDH staff with the analysis of functional business applications, design specifications, and application development, translating detailed designs into computer software. We prepared required documentation and reporting including both program-level and user-level documentation. TechnoGen provides end user support for the applications we maintain.
POC Name	Harikishan Medepalli
POC Telephone #	551.358.8209 |
POC E-mail address	harikishan.medepalli@gcomsoft.com
Contract Value	$1,899,894

Department of Homeland Security (DHS) Federal Protective Service (FPS)

Project Title	Protective Security Officer (PSO) Services
Name of Organization	Department of Homeland Security (DHS) Federal Protective Service (FPS)
Brief Description of Service Provided	[redacted]

	[redacted]
POC Name	Ms. Ericah Riojas
POC Telephone #	619-546-8428
POC E-mail address	Ericah.P.Riojas@fps.dhs.gov
Contract Value	$110,693,210

National Institute on Aging (NIA)

Project Title	Qlik Support Services for the National Institute on Aging (NIA) Financial Management Branch (FMB)
Name of Organization	National Institute on Aging
Brief Description of Service Provided	TechnoGen is providing design, test, implementation and maintenance services for financial data models and analytical dashboards applications and reports, using QlikView and Qlik Sense technologies. TechnoGen team is building new dashboards within the current NIA QlikView and Qlik Sense environments and provide internal reporting analysis to further streamline the NIA budget formulation, execution, justification, and reporting activities. TechnoGen is providing integration of data services between the NIH and NIA environments using QlikView and Qlik Sense applications to develop data models and dashboards utilizing the following systems and databases to develop budget models. TechnoGen is providing Dashboard development services to Identify and track all U54 centers and their R24 (U24) coordinating centers and report what fiscal year/council round each application would need to be reviewed/funded to not have a break in the award. Created Multiyear Funded dashboard to provide NIA – FMB and Program insight into the MYF grant award disbursements to proactively help mitigate the risk of expiring funds. TechnoGen is responsible for setting up the development standards, Qlik Architectural best practices, efforts estimation and feasibility/assessment of the Product in terms of requirements. TechnoGen participates in reviewing Institutional Training recommendations throughout the year to track spending against allocation. The Subject Matter Expert from TechnoGen, Inc is involved in designing the data models, extract & transform the data from heterogeneous data sources like QVD files, nVision, FTP Files, SharePoint, MySQL, Oracle, SQL Server, Excel files, Flat files, MS Access, Box files, Google Drive in creating the QlikSense dashboards. In addition, TechnoGen migrated all QlikView dashboards to QlikSense at NIA. We created complex dashboard which had Grants

	data to track the grants issued across NIH. TechnoGen automated and delivered PPT reports to the NIA Program Officers at scheduled times or when requested by individual Officers which contain copies of the original QlikView and Qlik Sense data as it was at the time the report was generated. Automated and delivered On demand reports to the NIA Division directors at scheduled times or when requested by individual Officers which contain copies of the original QlikView and Qlik Sense data as it was at the time the report was generated. Developed Proof of Concepts (POC) for various projects using QlikSense for QlikFederal Summit. Provided QlikSense administrator services to optimize QlikSense performance. Provided training to users to build their own apps in QlikSense.
POC Name	Debbie Butcher
POC Telephone #	301-435-6755
POC E-mail address	butcherd@nia.nih.gov
Contract Value	$244,742.40

Defense Health Agency (DHA)

Project Title	Program Management and Administrative Support
Name of Organization	Defense Health Agency (DHA) Patient Administration Division (PAD)
Brief Description of Service Provided	TechnoGen, Inc. provides program management and administrative support for the Defense Health Agency (DHA) Patient Administration Division (PAD), including Medical Coding, Health Information Management, and Health Records Management programs and support. The work requires that TechnoGen, and its Prime (Deloitte Consulting LLP) deliver a number of strategic program activities including scheduling meetings, drafting agendas, recording minutes, and tracking actions of all PAD working groups. They provide technical writing, editing and coordination support for policy and procedural guidance. They also provide program management, analytical support, and subject matter expertise for the Medical Coding Program Branch (MCPB). They support records management, in accordance with all information security protocols. They develop training curriculum, content, and provide maintenance of the coding education and training program that standardizes instruction and materials, job aids and templates pertaining to Military Treatment Facility (MTF) workflow management. They provide functional expertise regarding coding and documentation strategies, which entails reviewing, researching, and updating the MHS Coding Guidelines as required.
POC Name	Ashley Dilworth
POC Telephone #	617 437 2197
POC E-mail address	asdilworth@deloitte.com
Contract Value	$2,544,620.52

6. Describe your experience with Public Safety Systems/Criminal Justice Systems

Team TGI offers deep experience with public safety and physical security. With offices just outside of Washington, DC, and in Virginia, Team TGI has built a record of exceptional performance and a reputation of providing highly qualified security personnel as a best value/low risk provider to the Federal Government. Team TGI employs security specialists at more than 1,500 Federal facilities throughout all 50 states and territories, and we are qualified to provide force protection and professional security services through the Federal Supply Schedule to all agencies of the Federal Government. We are certified by dozens of state security licensure boards and includes in our corporate team an experienced group of Facility Security Officers (FSOs). Team TGI also provides comprehensive experience and expertise in all aspects of facility security management. With time-tested, standardized recruitment, qualification and training programs, Team TGI is uniquely able to provide uniformly qualified and trained security service personnel throughout the United States with little or no lead time.

Services that Team TGI provides to Public Safety entities spans the following areas:

- Protective Services - Specialized protective services backed by an in-house accredited training institute to meet your evolving needs.
- Investigations - Paragon Investigations collects and reports information for the vetting of Federal civilian, military, and contractor personnel.
- Cybersecurity - Paragon is defining standard methodologies to perform functions such as: Zero Trust Architecture (ZTA); Supply Chain Risk Management (SCRM) - Hardware, software, food supply, energy supply; Cyber Incident Response Playbook; Endpoint Detection and Response.
- Risk Management - Providing a combination of analytics, innovative technology, and unparalleled experience, we identify, manage, and mitigate your business risks.
- SCIS Aerospace & Defense - SCIS provides cleared protective services to classified facilities for many of the top Department of Defense, aerospace, and intelligence contractors.

The following is Team TGI's past performance with Public Safety:

Department of Homeland Security (DHS) Federal Protective Service (FPS)

Project Title	Protective Security Officer (PSO) Services
Name of Organization	Department of Homeland Security (DHS) Federal Protective Service (FPS)
Brief Description of Service Provided	[redacted]
POC Name	Ms. Ericah Riojas
POC Telephone #	619-546-8428
POC E-mail address	Ericah.P.Riojas@fps.dhs.gov

Contract Value	$110,693,210

[redacted]

[redacted]

8. A Statement Regarding Why the Consultant Believes It Should Be Selected

Team TGI is the right consultant for the vital City of Montebello's Information Technology Assessment and Improvement Project, as we offer a consolidated core competency: **Physical and Logical Security (PALS),** as depicted in Figure 6:

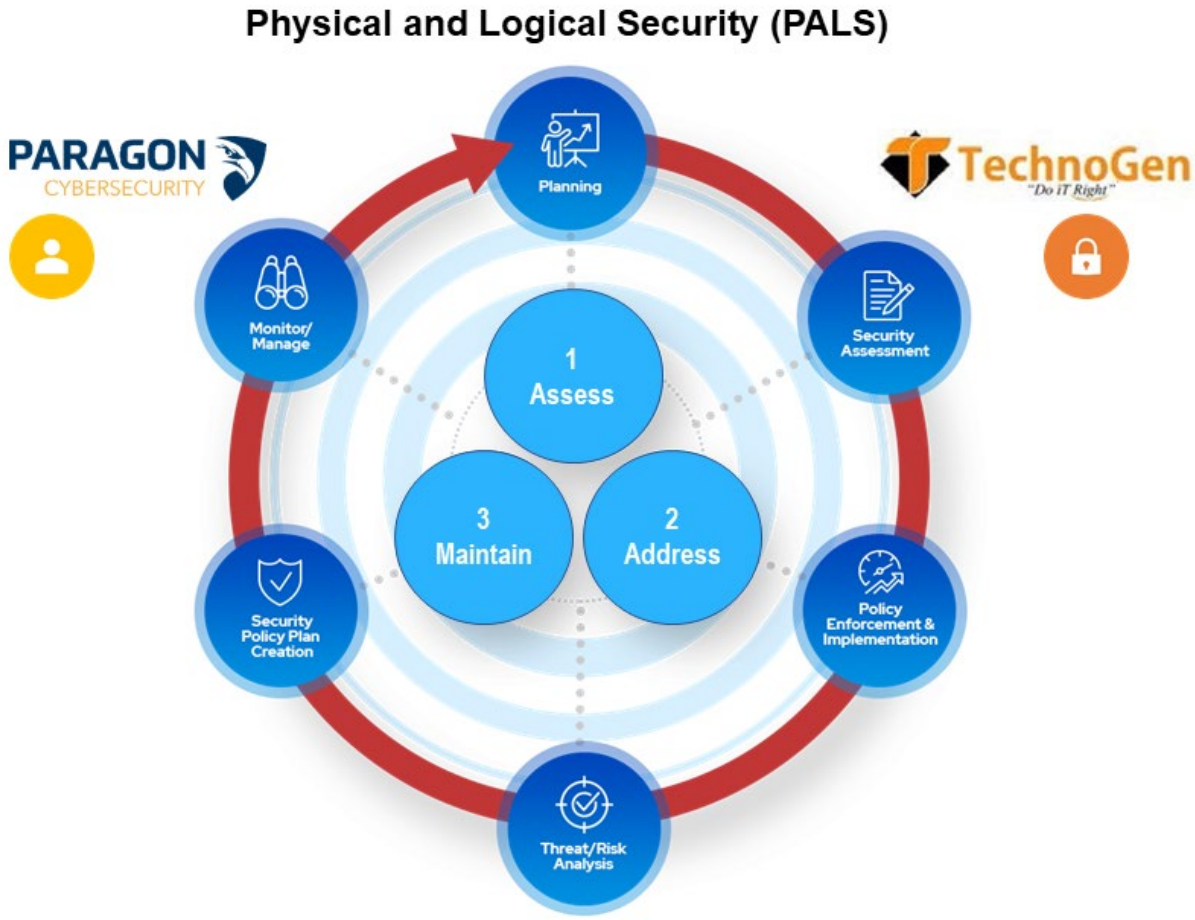


Figure 6: The PALS Attribute of Team TGI will Bring the IT Infrastructure Upgrade that the City Envisions

PALS represents the best in breed of security, where TGI represents the logical and emerging physical security. Conversely, Paragon signifies physical security and emerging logical security. The City benefits from this symbiotic relationship of core competencies, as the IT Infrastructure will be protected at both physical and logical levels—a true holistic solution. In effect, the City will received 360-degree protection of its enterprise, from mobile devices to tablets, laptops, and servers using zero trust and redundant authentication technologies. Paragon's ICAM experience provides the physical security, also resulting in end-to-end protection from the remote user at home to the premise, network, guards, parking lot surveillance, physical access controls related to the IT infrastructure. Team TGI is delighted at the prospect of helping the City with this significant initiative that will bring about the true transformation that the City of Montebello seeks.

9. Terminated Agreements/Contracts

TechnoGen, Inc. has no terminated agreements or contracts.

10. Sub-contractors/Sub-consultants

TechnoGen, Inc. will utilize our subcontractor, Paragon Systems, Inc., as a partner on this project. Pertinent point of contact information for this company is below:

Deborah McGuire, Proposal Manager
Paragon Systems, Inc. (DUNS 17-535-7672)
13900 Lincoln Park Dr., Suite 300
Herndon, VA 20171
Phone: (703) 263-7176
Cell: (703) 655.3895
Fax: (703) 263-9527

11. References

REFERENCES
City of Montebello
RFQual 21 - 1 Information Technology Assessment and Improvement Project
(Please complete and include with your response)

As part of the City's review for this service, staff may conduct a reference check. Please provide three (3) references the City can contact.

Organization/Agency: Astronova
Contact Person: Mr. Raj Ramasamy, CIO
Phone: 949-468-7207 **Email:** rramasamy@astronovainc.com
Work Performed: TechnoGen supported Astronova by performing vulnerability assessment, Internal and External Penetration Testing. In addition, we also performed Wireless Security Assessment. TechnoGen provided Internal, External and Wireless Network Vulnerability Assessment & Pen testing Assessment Requirements. TechnoGen security consultants have expert knowledge in Network Security and Web Applications, Security Controls, process and procedures, best practices, vulnerabilities, and countermeasures. The tasks were performed in 3 phases.

- Phase One: Internal Network Vulnerability Assessment & Penetration Testing
- Phase Two: External Network Vulnerability Assessment & Penetration Testing
- Phase Three: Wireless Security Assessment
- Phase Four: Report Development

TechnoGen completed the following services for Astronova.

- External Network Penetration Testing, Internal Network Penetration Testing
- Wireless Network Penetration Testing, Report Deliverable Development & Delivery
- PowerPoint Presentation Creation & Delivery; Excel Spreadsheet Creation & Delivery

At the conclusion of Penetration testing, analysis and remediation recommendations have been documented. The Cybersecurity Project Manager has delivered a final report to client stakeholders. A formal presentation of the final report, its findings and recommendations includes a report detailing the following elements:

Executive Summary–a high-level view of both risk and business impact. The purpose is to be concise and clear. It should be something that the audience and non-technical readers can review and gain insight into the security concerns highlighted in the report.

- Scanning Scope& Methodology used–Asset inventory that was scanned and the tactics used.
- Walkthrough of Technical Risks-It is imperative that business leaders grasp what is at stake to make informed decisions for the company, the executive summary is essential to delivering that understanding.

Key findings on Vulnerabilities identified

- Remediation of findings–Recommendations, priorities, and approach.
- Conclusion –Current vulnerability exposure and remediation recommendations by risk level [Med-High-Low]

The goal was to provide remediation and recommendation to Astronova based on the findings from the task performed

A final Penetration Testing Report was delivered

- Executive Summary for Strategic Direction; Scope & Methodology Used, Walkthrough of Technical Risks; Potential Impact of Vulnerability findings
- Vulnerability Remediation Recommendations Conclusion

TechnoGen personnel were rated as Very Good for the evaluation areas of Quality, Schedule, Management, Regulatory Compliance and Technical Expertise in vulnerability Management and Penetration Testing. Astronova team was highly satisfied and awarded additional projects.

Vulnerability Assessment and Penetration testing helped identify risks and provided visibility of gaps in the current infrastructure. Gaining visibility and treating risk is very crucial need to sustain business operations.

Contract Value $22,750

Organization/Agency: Department of Homeland Security, Federal Protective Service (FPS): City of Los Angeles and City of Montebello
Contact Person: Mr. Desmond Landry
Phone: 832-239-0738 **Email:** Desmond.J.Landry@fps.dhs.gov
Work Performed: [redacted]

Contract Value $212,239,664

Organization/Agency: Public Utilities Commission of Texas (PUCT)
Contact Person: Charles "Chuck" Bondurant [Director, Critical Infrastructure Security and Risk Management (CISRM)]
Phone: 512-936-7280 **Email:** chuck.bondurant@puc.texas.gov
Work Performed: Paragon Systems, Inc. serves as the contract Cybersecurity Monitor for

Texas's Monitored Utilities. Specifically, we support the PUCT and Electric Reliability Council of Texas (ERCOT) in developing a framework for scanning the regional, state-level, and federal regulatory environment for securing power grids and utility companies against vulnerabilities. We evaluate each SOC's security posture on a continual basis using structured interviews, standardized self-assessments, and extensive reviews of the companies' policies and procedures to evaluate the Monitored Utilities' ability to protect the electrical grid from cyber vulnerabilities, data breaches, and malicious actors. We identify gaps in Monitored Utilities' cyber and physical workforce training programs and develop and deliver, as needed, training related to the approved changes to the curricula. To achieve these above goals, Paragon executes the following tasks for the PUCT:

- Develop a framework for scanning the regional, state-level, and federal regulatory environment for securing power grids and utility companies against vulnerabilities.
- Evaluate the cyber and physical security postures of the approximately 100 Monitored Utilities in Texas on a continual basis using standardized self-assessments.
- Identify gaps between the "Haves" and "Have Nots" that could adversely affect the critical electric infrastructure's vulnerabilities to cyber and physical attacks.
- Prioritize making recommendations to PUCT regarding those Monitored Utilities with a critical need to improve their security practices and procedures from a People, Processes, and Technology perspective.
- Deliver a Communication and Outreach Plan outlining Paragon's approach for fostering dialogue, coordination, and cooperation between PUCT, Monitored Utilities, and ERCOT and outreach activities promoting a unified corporate culture equally dedicated to securing Texas's power grids.
- Prepare regular reports summarizing the findings of our regulatory environmental scans and Monitored Utilities' self-assessments and providing actionable recommendations for improving communication and compliance with cyber and physical industry standard practices.
- Analyze the results of self-assessment scorecards and qualitative feedback from the utilities to develop and deliver, as needed, training courses designed to strengthen cybersecurity posture.

Contract Value $2,285,355.60

12. Additional Attachments

TechnoGen, Inc. is both a Minority-Owned Business Enterprise (MBE) and Woman-Owned Business Enterprise (WBE), as evidenced by our System of Award Management (SAM) record and our Maryland Department of Transportation (MDOT) Minority Business Enterprise (MBE) Certification. These documents are included in this section, as well as TechnoGen's ISO 27001:2013, ISO 9001:2015, and CMMI Level 3 certifications.

SAM.GOV®

TECHNOGEN, INC.

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
800606936	**CH3NM7BJ5977**	**58SY3**
Purpose of Registration	Expiration Date	Registration Status
All Awards	**Aug 4, 2022**	**Active**
Physical Address	Mailing Address	
4229 Lafayette CTR DR STE 1880 **Chantilly, Virginia 20151-1260** **United States**	**4229 Lafayette Center Drive** **Suite 1880** **Chantilly, Virginia 20151-1260** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Virginia 10	**Virginia / United States**	**http://www.technogeninc.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Aug 6, 2021	**Aug 4, 2021**	**Nov 8, 2008**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 21, 2003	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Minority Owned Business
Self Certified Small Disadvantaged Business

Woman Owned Business
Subcontinent Asian (Asian-Indian) American Owned

Entrance Date: Currently Not Available

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

Points of Contact

Electronic Business

LAX CHEPURI, CEO

4229 Lafayette Center Drive
Suite 1880
Chantilly, Virginia 20151
United States

Government Business

LAX CHEPURI, CEO

4229 Lafayette Center Drive
Suite 1880
Chantilly, Virginia 20151
United States

Past Performance

LAX CHEPURI

4229 Lafayette Center Drive
Suite 1880
Chantilly, Virginia 20151
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541511**	**Custom Computer Programming Services**
	339112	**Surgical And Medical Instrument Manufacturing**
	339113	**Surgical Appliance And Supplies Manufacturing**
	423450	**Medical, Dental, And Hospital Equipment And Supplies Merchant Wholesalers**
	518210	**Data Processing, Hosting, And Related Services**
	541219	**Other Accounting Services**
	541330	**Engineering Services**
	541512	**Computer Systems Design Services**
	541513	**Computer Facilities Management Services**
	541519	**Other Computer Related Services**
	541611	**Administrative Management And General Management Consulting Services**
	541613	**Marketing Consulting Services**
	541618	**Other Management Consulting Services**
	541690	**Other Scientific And Technical Consulting Services**
	541715	**Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)**
	541990	**All Other Professional, Scientific, And Technical Services**
	561311	**Employment Placement Agencies**
	561320	**Temporary Help Services**
	561410	**Document Preparation Services**

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this response.

561612	**Security Guards And Patrol Services**
611420	**Computer Training**
611430	**Professional And Management Development Training**
611512	**Flight Training**
611710	**Educational Support Services**
621999	**All Other Miscellaneous Ambulatory Health Care Services**

Product and Service Codes

PSC	PSC Name
R706	**Support- Management: Logistics Support**

Disaster Response

This entity does not appear in the disaster response registry.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this response.

MARYLAND DEPARTMENT OF TRANSPORTATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Gregory Slater
Secretary

September 3, 2020

KIRANMAI KESA
TECHNOGEN, INC.
4229 LAFAYETTE CENTER DRIVE STE 1880
CHANTILLY, VA 20151

Re: ANNUAL REVIEW

Dear KIRANMAI KESA (Cert # 15-416):

We are pleased to inform you that your company is eligible to continue participation in the programs and services on the attached Programs and Services List.

Your current certification status can be found in the Maryland Department of Transportation's (MDOT) Directory of certified firms available online at http://mbe.mdot.state.md.us/directory. MDOT's online Directory is the official record of your firm's certification status. It is important that you review the accuracy of your listing in the Directory.

If you wish to expand the area(s) of work for which your firm is currently certified, you may request an expansion of services. The application for an expansion of services can be found at http://www.mdot.maryland.gov/Office of Minority Business Enterprise/ExpansionCover.html Please submit your expansion application to:

Maryland Department of Transportation
Office of Minority Business Enterprise
7201 Corporate Center Drive
Hanover, MD 21076
410-865-1309 (fax)

Your firm must complete the annual review to maintain its certification. The OMBE will provide notification when it is time to begin the next annual review. If you have any questions regarding your certification status please contact the OMBE at 410-865-1269 or 1-800-544-6056.

In order to receive notices of solicitations posted by state agencies as well as county and local government procurement buyers, you must register as a vendor on Maryland's online procurement portal, eMaryland Marketplace Advantage (eMMA). Visit www.procurement.maryland.gov to learn more.

The Governor's Office of Small, Minority & Women Business Affairs has oversight of the State's Minority Business Enterprise (MBE) Program. As a coordinating office under Governor Larry Hogan, they connect small businesses to greater economic opportunities. Visit their website at www.goMDsmallbiz.maryland.gov for information on business development and training events, and to access a wide range of small business resources.

Sincerely,

Sabrina Bass

Sabrina Bass
Director, Office of Minority Business Enterprise

TECHNOGEN, INC.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this response.

MARYLAND DEPARTMENT OF TRANSPORTATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Gregory Slater
Secretary

4229 LAFAYETTE CENTER DRIVE STE 1880
CHANTILLY, VA 20151

CERTIFICATION NUMBER: 15-416

PROGRAMS AND SERVICES LIST

Your firm is currently certified in the below programs and services. If you have any questions or concerns regarding the below information please contact the Maryland Department of Transportation's Office of Minority Business Enterprise at 410-865-1269 or 1-800-544-6056.

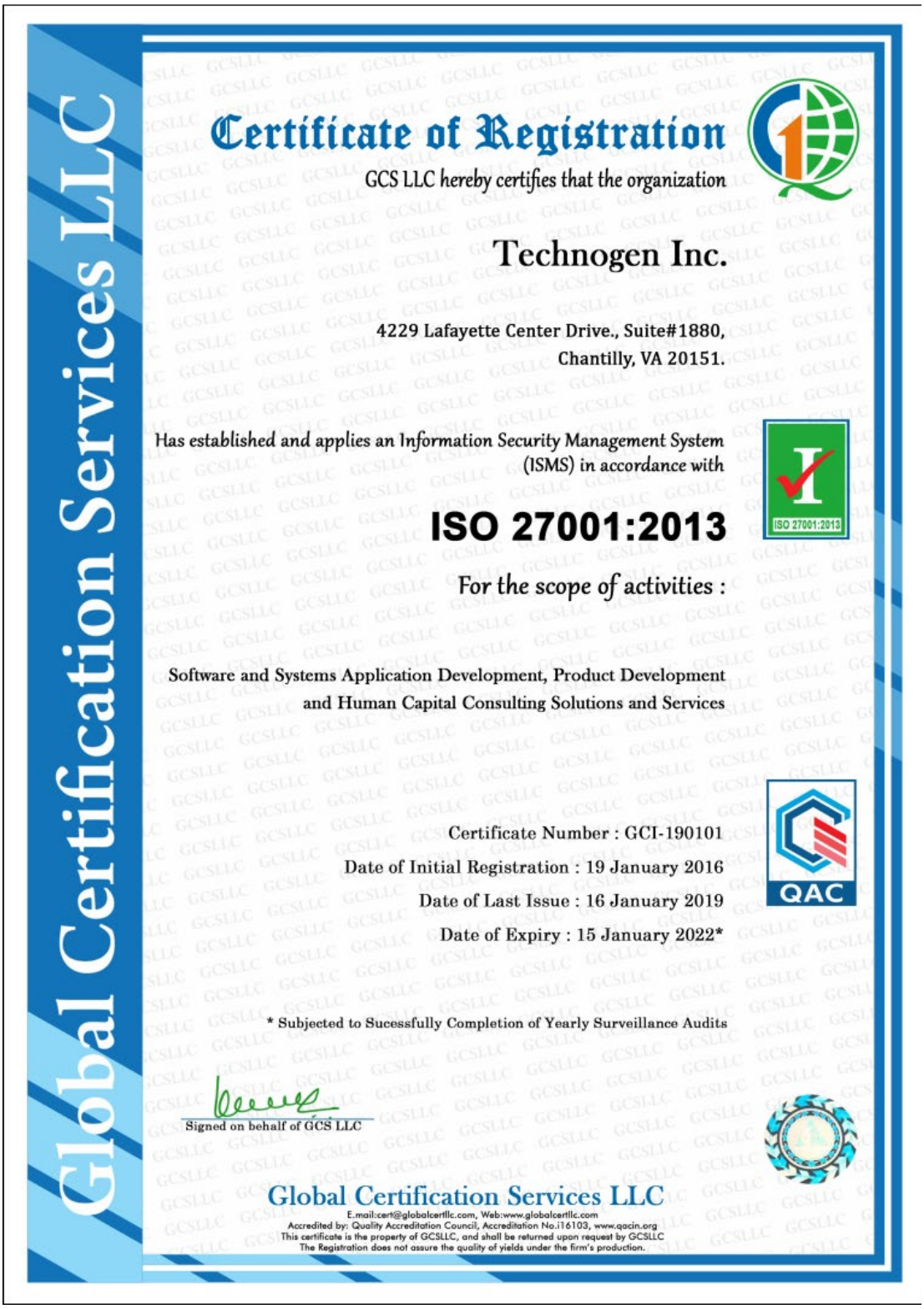
CERTIFICATION: **MBE-ONLY**
NAICS CODE: **541511**
SERVICE(S): **CUSTOM COMPUTER PROGRAMMING SERVICES**

CERTIFICATION: **MBE-ONLY**
NAICS CODE: **541512**
SERVICE(S): **COMPUTER SYSTEMS DESIGN SERVICES**

CERTIFICATION: **MBE-ONLY**
NAICS CODE: **541513**
SERVICE(S): **COMPUTER FACILITIES MANAGEMENT SERVICES**

CERTIFICATION: **MBE-ONLY**
NAICS CODE: **561311**
SERVICE(S): **EMPLOYMENT PLACEMENT AGENCIES**

CERTIFICATION: **MBE-ONLY**
NAICS CODE: **561320**
SERVICE(S): **TEMPORARY HELP SERVICES**



Global Certification Services LLC

Certificate of Registration

GCS LLC hereby certifies that the organization

Technogen Inc.

4229 Lafayette Center Drive., Suite#1880,
Chantilly, VA 20151.

Has established and applies an Information Security Management System (ISMS) in accordance with

ISO 27001:2013

For the scope of activities :

Software and Systems Application Development, Product Development and Human Capital Consulting Solutions and Services

Certificate Number : GCI-190101

Date of Initial Registration : 19 January 2016

Date of Last Issue : 16 January 2019

Date of Expiry : 15 January 2022*

* Subjected to Sucessfully Completion of Yearly Surveillance Audits

Signed on behalf of GCS LLC

Global Certification Services LLC

E.mail:cert@globalcertllc.com, Web:www.globalcertllc.com
Accredited by: Quality Accreditation Council, Accreditation No.i16103, www.qacin.org
This certificate is the property of GCSLLC, and shall be returned upon request by GCSLLC
The Registration does not assure the quality of yields under the firm's production.



Global Certification Services LLC

Certificate of Registration

GCS LLC hereby certifies that the organization

TECHNOGEN INC.

4229 Lafayette Center Drive., Suite # 1880,
Chantilly, VA 20151

Has established and applies a Quality Management System in accordance with

ISO 9001:2015

For the scope of activities :

Software and Systems Application Development, Product Development, and Human Capital Consulting Solutions and Services

Certificate Number : GCQ-190103

Date of Initial Registration : 06 July 2016

Date of Last Issue : 15 January 2019

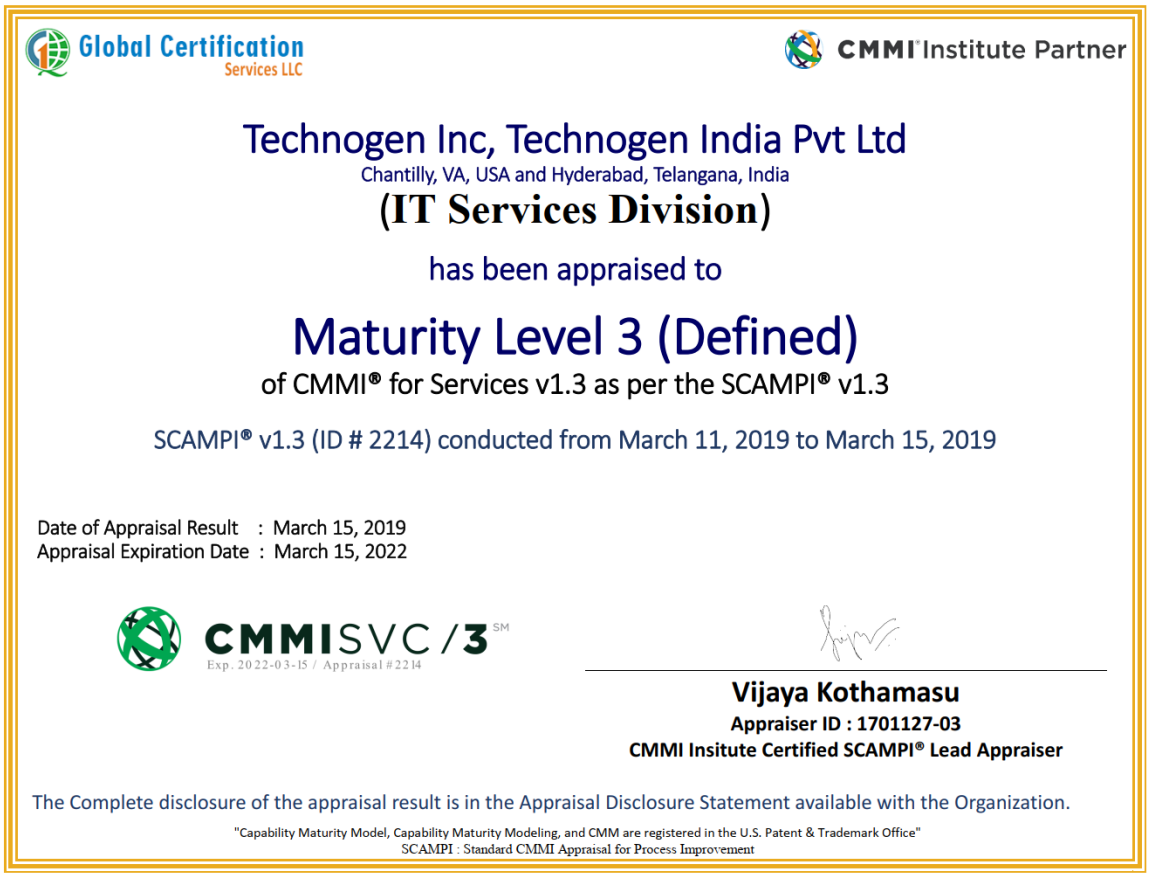
Date of Expiry : 14 January 2022*

* Subjected to Sucessfully Completion of Yearly Surveillance Audits

Signed on behalf of GCS LLC

Global Certification Services LLC

E.mail:cert@globalcertllc.com, Web:www.globalcertllc.com
Accredited by: Quality Accreditation Council, Accreditation No.i16103, www.qacin.org
This certificate is the property of GCSLLC, and shall be returned upon request by GCSLLC
The Registration does not assure the quality of yields under the firm's production.



Global Certification Services LLC

CMMI Institute Partner

Technogen Inc, Technogen India Pvt Ltd

Chantilly, VA, USA and Hyderabad, Telangana, India

(IT Services Division)

has been appraised to

Maturity Level 3 (Defined)

of CMMI® for Services v1.3 as per the SCAMPI® v1.3

SCAMPI® v1.3 (ID # 2214) conducted from March 11, 2019 to March 15, 2019

Date of Appraisal Result : March 15, 2019
Appraisal Expiration Date : March 15, 2022

CMMISVC/3 SM
Exp. 2022-03-15 / Appraisal #2214

Vijaya Kothamasu
Appraiser ID : 1701127-03
CMMI Insitute Certified SCAMPI® Lead Appraiser

The Complete disclosure of the appraisal result is in the Appraisal Disclosure Statement available with the Organization.

"Capability Maturity Model, Capability Maturity Modeling, and CMM are registered in the U.S. Patent & Trademark Office"
SCAMPI : Standard CMMI Appraisal for Process Improvement

CAPABILITIES STATEMENT

integrationpartners
WHAT'S POSSIBLE

Company Overview/Core Competencies

Integration Partners is a collaboration and networking services engineering firm specializing in solutions that are open, scalable and drive to greater productivity and competitive advantage for their clients. Our portfolio serves enterprises nationwide with Collaboration, Infrastructure, Cloud, Security, Advanced, and Managed Services. Integration Partners is a privately held company headquartered in Lexington, Massachusetts with offices in New York City and Indianapolis, Indiana.

Integration Partners holds the highest designations and certifications for Sales, Design, Implementation and Support with each of our top tier solutions. We maintain a 3:1 engineer to Account Executive ratio. Our objective is to help our customers evolve their networks to meet their business goals, while assisting them to develop secure environments that meet their cybersecurity compliance requirements.

Our experience in the industry enables Integration Partners to become the leading providers of Cloud, Collaboration, Security and Core Infrastructures in the industry. Our team's technical acumen has resulted in Integration Partners becoming the go to provider for solutions and deployments with our key manufacturers. The technology offered by Integration Partners is fundamentally changing the future networking and communications in the United States and the world. Our combined portfolio of technology solutions and technical expertise is helping our customers Imagine What's Possible and Achieve it.

Target Clients

INDUSTRIES: Educational Institutions, Manufacturing, Public Entities, Healthcare, Municipalities/Government and Professional Services

Features & Benefits

- All of our technology solution projects are performed on a job-by-job or project-by-project basis.
- We have completed and sold over _____ projects around the world, and are still expanding.
- Because of our relationships with some of the best Security companies in the world, cyber-attacks are being identified, contained and defeated before they have a chance to spread. These solutions allow for hyper-segmentation of networks which prevents hackers from discovering your networks and expanding their attacks thereby preventing the infiltration and shutdown of your business.
- 24x7 Monitoring and Network Operations Center and Security Operations Center
- Staff Augmentation
- Premise, Hybrid and Hosted offerings
- Unfettered access to key experts and developers of the leading edge communications technologies
- Fully managed services with dedicated Services Manager

Value Proposition/Differentiator:

- All projects are handled by highly skilled, certified professionals
- All solutions are tailored to each business
- We offer 24/7 technical support maintenance contracts
- With 20+ years of experience, we have established ourselves as a leader and vendor-of choice in the business community.

Featured Solution Sets (Partial List)

Year Established

1999

Business Structure

S - Corporation

Dun & Bradstreet

097957463

Federal Tax ID

04-3467289

SPIN

143030677

Contracts

NASPO. TESMA, ITSSMA, ESMA

Accepted Payment Format

Check, EFT, Credit

NAICS CODES

PRIMARY

541512 – Network Systems Integration and Design
517911 – Telecommunications Resellers
517919 – All Other Telecommunications
423420 – Computer and Computer Peripheral Equipment and Software Merchant Wholesalers
423690 – Other Electronic Parts and Equipment Merchant Wholesalers
561499 – All Other Business Support Services/Video
334210 – Networking & Telephone Apparatus Manufacturing

SECONDARY

541690 – Internet of Things - Energy consulting services

SIC CODES

4813 - Telephony Equipment, except Radios
7373 - Computer Integrated Systems Design
4899 - Communications services
5045 - Computers, peripherals, and software
5065 - Electronic parts and equipment
7379 - Computer related services

UNSPS CODES

83112200 - Enhanced Telecommunications Services
81161700 - Telecommunication Services
43210000 - Computer Equipment and Accessories
80161500 - Management Support Services
81111701 - Wide Area Network Communications Design
83111600 - Mobile Communications Services
73171506 - Communication Equipment Manufacture Svcs
72151600 - Specialized Communication System Services
80171505 - Communication Planning
81160000 - Information Technology Service Delivery
80101507 - Information Technology Consultation Services
80101508 - Business Intelligence Consulting Services
Features

Tel: 714-294-9226 E-mail: gcaros@integrationpartners.com Web: integrationpartners.com

CAPABILITIES STATEMENT

integrationpartners
WHAT'S POSSIBLE

• Unified Communications	• Unified Voicemail	• Contact Centers
• Data Networking Equipment	• SIP Migration Products and Services	• Cloud: Azure, AWS, Google
• Hosted Voice Products	• OEM Maintenance Alternatives	• SIP Migration Consulting
• Security Services	• Microsoft O365 Licenses and Migration	• VoIP Deployment Consulting

Featured Vendors (Partial list)

Cloud: Azure, AWS, Google Cloud
Collaboration: Microsoft, Genesys, Avaya, AudioCodes, Fuze, Polycom(Plantronics), Sonus
Core: Aruba, Avaya, Extreme, Ciena, Juniper, Cradlepoint, HPE, F5, Talari Networks, Nokia
Security: Fortinet, Palo Alto, PulseSecure, Cylance, CrowdStrike, Carbon Black, Attivo, etc.

Past Performance

Project #1
Parkview Hospital – Support of enterprise wide UC/CC infrastructure
(Contact Center, Call Recording, Call Accounting, Mobility)

Project #2
Ascension Health – Full support of Network, Voice, WLAN, 400,000 network ports, 1,000,000 Devices

Project #3
Commonwealth of Kentucky (Office of Technology) – Full Unified Communications and Contact Center and the network that supports their applications.

Vision and Mission

VISION: Our company culture is one that influences the customer experience. We are always improving our technical expertise, so we will never let you fall behind. From this simple and often overlooked practice, we believe the greatest customer relationships come from trust. Now just think…What's Possible?

MISSION: Integration Partners provides exceptional customer experiences by delivering technology through engineering excellence and integrity

Supported Organizations

- Ascension Health
- Commonwealth of Kentucky
- State of Massachusetts

Contact Information

Gail Caros
Account Executive
714-294-9226
gcaros@integrationpartners.com

Decision Maker

David Raftery
Chief Revenue Officer
781.357.8140
draftery@integrationpartners.com

Corporate Headquarters

12 Hartwell Ave
Lexington, MA 02421
Office: 781-357-8100
Fax: 781-357-8500
integrationpartners.com

Dynamic Systems Inc.

Presents their Response to

RFQual No. 21-1

Information Technology Assessment and Improvement Project

Prepared for:

City of Montebello Finance Department

Attn: Micah Herd, Senior Management Analyst

1600 W. Beverly Boulevard

Montebello, CA 90640

Telephone: (323) 887-1200 Ext. 212

Email: purchasing2@cityofmontebello.com

City Website: https://cityofmontebello.com

09 September 2021
Document ID: DSPS-9190-City of Montebello-00

Kevin Jobe
Director, Government Programs
124 Maryland Street
El Segundo, CA 90245
602-290-9346
kevin.jobe@dynamicsystemsinc.com

This Request for Offer includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to Dynamic Systems Inc.as a result of, or in connection with, the submission of that data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets marked with the following legend: "Use or disclosure of data contained on this sheet is subject to restriction on title page of this proposal or quotation."

The data in the pages of this proposal where so annotated contain trade secrets and commercial or financial information that are either specifically exempted from disclosure by statute or privileged or confidential within the meaning of the exemptions set forth in Section 552(b)(3) and (4), respectively, of the Freedom of Information Act, 5 U.S.C. 552, the disclosure of which could invoke the criminal sanctions of 18 U.S.C. 1905.

Revision History

Rev	Date	Status	Author	Revision Description
00	9 Sep 2021	Initial	Jaime Ludka	Initial document creation

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2 COVER LETTER

MEMORANDUM FOR:
Micah Herd | Senior Management Analyst
City of Montebello
1600W. Beverly Boulevard | Montebello | CA | 90640
purchasing2@cityofmontebello.com | 328-887-1200 Ext. 212

SUBJECT:
RFQual 21 - 1 Information Technology Assessment and Improvement Project

DATE:
September 9, 2021

OFFEROR:
Kevin Jobe | Director, Government Programs
Dynamic Systems, Inc.
124 Maryland St. | El Segundo | CA | 90245
CAGE: 0Z428 | DUNS: 825062813 | TIN: 95-4528829
Kevin.Jobe@DynamicSystemsInc.com | 602-290-9346

Dynamic Systems is honored to provide the following qualifications to the City of Montebello for the Information Technology Assessment and Improvement Project.

Company Name and Address:

Dynamic Systems, Inc.
124 Maryland St. | El Segundo | CA | 90245
CAGE: 0Z428 | DUNS: 825062813 | TIN: 95-4528829
Phone: 310-337-4400

Point of Contact available for correspondence and authorized to negotiate on the Offeror's behalf:

Kevin Jobe
Director Government Programs
Dynamic Systems, Inc.
Kevin.Jobe@DynamicSystemsInc.com
Phone: 602-290-9346
Fax: 310-337-4422

SUBMITTING OFFICIAL:

Signature: Kevin Jobe

Mr. Kevin Jobe

3 GENERAL CONSULTANT INFORMATION

Question	Response
Length of time your firm has been in business	30 years
Length of time your firm has been providing the proposed services	10 years
Total number of clients that your firm currently supports	82
Total number of public sector clients that your firm supports presently	82
Total number of clients supported in California	26
Total number of clients in the County of Los Angeles	2
Total number of local/state/Federal government clients your firm currently supports	76
Total number of clients that are of similar size to the City of Montebello with similar complexities	8
The number of Full-Time Employees in Consulting	18
The number of Full-Time Employees in Installation	15
The number of Full-Time Employees in Administrative Support	3
The number of Part-Time Employees in Consulting	1
The number of Part-Time Employees in Installation	0
The number of Part-Time Employees in Administrative Support	2
Any other general information about firm/business operations	Executive Summary Section 3.1

3.1 Executive Summary

Dynamic Systems was established in 1991 with our first customer engagement in support of Jet Propulsion Laboratory (JPL). In our 30 years of existence, Dynamic Systems has grown and expanded our customer base and our capabilities with a primary focus on architecting and supporting expert technology solutions for the government.

Dynamic Systems maintains a strong financial position with annual revenues exceeding $200M. The company has sufficient access to working capital and credit lines to perform on this contract.

Our skills and experience include services, sales and technical support, configuration and integration expertise, and service contract management. Our exclusive, cloud-based Contract Management Center (CMC) provides advanced tools for cloud, asset, license, and service contract management. The result is seamless service with optimally configured products and the best in management from Dynamic Systems.

Dynamic Systems prides itself in our ability to meet our customer's unique requirements, while always maintaining a competitive rate structure; we provide an overall "best value" to our

clients. The high level of service offered by Dynamic Systems can only come from years of effective and mutually beneficial partnering with our long-standing customer base in the Public Sector. Our commitment to our clients is second to none and is at the core of the company's culture.

4 STATEMENT REGARDING YOUR UNDERSTANDING OF THE IT UPGRADE PROJECT AND ONGOING SUPPORT SERVICES REQUIRED BY THE CITY OF MONTEBELLO

Dynamic Systems understands the general objectives and goals of this project are to:

- Improve the City's overall IT efficiency and effectiveness
- Improve System Redundancy/Continuity of Operation
- Enhancement Cyber Security Posture
- Replace older/obsolete system components
- Develop and maintain a system that is capable of supporting future City expansion
- Obtain ongoing maintenance/support services
- Develop and maintain build documentation

Dynamic Systems also understands the city may wish to execute this plan across three (3) phases:

- Phase 1 – Full Assessment and Preliminary Design
- Phase 2 – Final Design
- Phase 3 – Construction Phase Services

Dynamic Systems agrees with the phased approach and recommends the following activities be considered.

4.1 Phase 1 – Full Assessment and Preliminary Design

Current System Evaluation

The first task requires a detailed review of the current architecture. We will want to review system requirements with stakeholders and schedule round-table meetings as we learn and understand the system, users, and requirements. System component evaluations will include:

- Software/Applications
- Infrastructure
- Network
- Database
- Security & Compliance
- Documentation

Software/Applications

Applications and their data flows will be reviewed and evaluated. This is one of the first areas that will be reviewed in depth. Reviewing software applications will provide immediate feedback as to how the system operates currently, what users like and don't like about the system, performance metrics for comparison and immediate areas of opportunity. During this

review, we will begin to understand data dependencies and application criticality. This information will be used during the design and construction services planning phases.

Infrastructure

In this section of consideration, we will review the physical needs of the City of Montebello and discuss which environment options may be best suited for the City of Montebello to achieve their goals. We know that the City of Montebello wants to consider future expansion and will need a system that can scale. We also understand that some applications may require High Availability (HA) design and/or Continuity of Operations (COOP) environments to achieve efficiency and performance objectives, and that some devices are obsolete and no longer required in the architecture. We will collect this information and begin component modernization categorization as we meet with the various stakeholders.

Network

Data flows and network architectures will be reviewed. Access models, such as work from home needs or external user access needs, will be assessed. Security and compliance will impact this category and need to be taken into consideration as well. Obsolete networking devices and networks will be marked for retirement and the gap analysis will identify future needs in networking.

Cloud

Cloud services considerations may come into discussion during this Phase depending on system needs. Dynamic Systems is a cloud provider and can offer on-premise, cloud or hybrid solutions to meet stakeholder needs. We have architected, installed, and configured multiple environments where certain system activities are mission critical and require High Availability (HA) designs. In some cases, this has included a separate Disaster Recovery (DR) or Continuity of Operations (COOP) environment to achieve a high degree of availability.

Database

A review of current databases, data standardization, storage and backup processes will be conducted. During this review, modernization categorization will occur to delineate where refactoring, rebuilding, rehosting and retainment will be used for various services.

Storage

Data Storage will be reviewed to help meet IT efficiencies. It may be that a different type of storage, newer technology, better networking between devices or even a greater capacity of storage will improve system performance with a low cost, high benefit analysis. Dynamic Systems works with different storage vendors and can architect storage systems that integrate well within a larger system.

Security

Security is a major component of the system architecture. Dynamic Systems is a secure infrastructure provider. All of systems architected by Dynamic Systems are designed with security at the helm and not as an afterthought. In designing an architecture with security in the forefront, it eliminates extensive re-work post-implementation when security analyses are executed, and major vulnerabilities are identified. Dynamic Systems is familiar with multiple

[redacted]

- [redacted]

[redacted]

[redacted]

Documentation

All system documentation will be provided to the program, including:

- Preliminary and final design packages
- Schedules, plans
- Testing material
- Maintenance documentation
- Training documentation

Dynamic Systems employs a robust documentation management system. Each document goes through a Peer Review for quality of content, after which it is moved to a Formal Review. In our formal review process, reviewers review specific aspects such as formatting, document compliance and content. Formally reviewed documents are assigned a unique document number and delivered to the customer through secure methods. Dynamic Systems has developed a share server (Next Cloud) that allows us to quickly deploy sensitive documents to a specific customer. This method ensures secure protocols are used while also allowing easy access without having to remember multiple, additional passwords.

Gap Analysis

After the current system is reviewed, a gap analysis is prepared. We will identify missing components or areas of opportunity. The Dynamic Systems team will categorize all system components per modernization concept. The culmination of the gap analysis is a document identifying what components are in which category as well as which components are new. The table below identifies the various modernization categories.



Preliminary Design

Once gaps are identified and components are categorized into modernization concepts, design work will begin. This information will be coalesced into an architecture package. This preliminary design package is comprised of documentation describing the high-level architecture concept, detailed physical and logical diagrams, data flows and perhaps use cases, if needed.

The preliminary design package will be delivered 3 days prior to meeting and stakeholders agree to review/approve and provide feedback to design documentation.

4.2 Phase 2 – Final Design

This step involves incorporating preliminary feedback into the final design. Additional site visits and stakeholder round table meetings may be conducted during this phase.

The final design package will be delivered 3 days prior to meeting and approved by design board for implementation.

4.3 Phase 3 – Construction Services

This phase involves the physical build-out of the new architecture and the approval to purchase equipment per the architecture final design.

Equipment Ordering and Planning

Once the final design is approved, equipment will be ordered. As a reseller, Dynamic Systems can order equipment direct or through additional resellers should we not have a current a relationship with the specific vendor.

Planning will include creating installation, migration, and training plans. Planning for these upcoming tasks during this timeline allows our teams to continue proactively during an otherwise potentially unproductive time in a system lifecycle. This time will also allow direct attention to these planning documents, so we ensure that the least amount of business disruption occurs, success factors are identified, and timeline expectations are set.

Installation and Configuration

Once received, equipment will be installed and configured per the installation plan. It is possible to run this task iteratively which means that we install equipment, migrate, test, and maintain and then begin the cycle again with the installation of additional equipment. Reasons for an agile or iterative cycle may include speed of adoption concerns, proof of concepts to prove an area of the design or to migrate data dependent applications at the same time.

Migration and Training

Once equipment is in place and installed, or a Cloud environment is established, applications are migrated, tested and training commences. Again, detailed planning is critical to ensure data dependencies are met and loss of data does not occur. Migration planning will continue to be updated as we progress through the cycle to capture lessons learned.

Training will be provided according to the training plan. Various types of training can be provided and most legacy modernizations opt for multiple training options. Documentation (printed out or housed in a digital library) is important and will be provided. Computer-based training (CBT) may be an additional option as well as referring individuals to OEM classes for specific certifications.

Maintenance

A maintenance plan will be provided and may consist of additional months of support, known as a burn-in period. After the burn-in period and training, the customer may wish to move maintenance in-house with reach back to Dynamic Systems, as the original vendor. OEM maintenance contracts may be purchased for hardware/software that will provide immediate access to a specific vendor.

Documentation

All documents will be provided to the customer. Dynamic Systems will provide the following documentation:

- Gap Analysis
- Preliminary Design
- Final Design
- Installation Plan
- Training Plan
- Migration
- Training Materials
- Test Procedures
- Maintenance Procedures
- Security Documentation (SSP, POAM)
- Additional documentation, as agreed upon

5 STATEMENT REGARDING CONSULTANT'S PROJECT MANAGEMENT APPROACH AND PRACTICES

Dynamic Systems has a veteran staff of project managers, all of whom are trained and certified in multiple methodologies. Certifications include Project Management Professional (PMP), Certificated Scrum Master (CSM), Scaled Agile Framework (SAFe) and Information Technology Infrastructure Library (ITIL).

Communication is key in executing a project and Dynamic Systems prefers to partner with our customers. We adapt our processes and approach to align with our customer's needs. This generates a less intrusive and more efficient product with greater successful outcomes.

Dynamic Systems' project management processes follow the Project Management Institute's (PMI) lifecycle:

- Project Initiation
- Project Planning
- Project Execution
- Project Monitoring
- Project Closure

5.1 Project Initiation

During this phase of project management, Dynamic Systems project manager will create the project charter identify the scope, stakeholders and communication plans. The project manager and customer will agree on the best methodology to use for this project during this phase as well as identify any known constraints within which the program must operate.

5.2 Project Planning

This phase can be iterative and/or can be run in a more modern methodology such as Agile. Regardless of methodology, planning will provide details as to how the project will be accomplished and how the work will be broken into more manageable pieces. The culmination of this phase is a project kickoff. Dynamic Systems has a program checklist template that project managers use to "walk" customers through various questions about how projects will be run. Some of these tasks include:

- Develop Organizational Chart
- Develop Communications Plan
- Develop Risk Management Plan
- Develop Configuration Management Plan
- Develop Quality Plan
- Develop Testing Plan
- Develop Metrics Plan
- Identify customer-provided inputs (such as documentation)
- Develop Resource-Loaded Schedule
- Discuss Change Management

At the kickoff meeting, these topics will be discussed and approved between customer and Dynamic Systems to provide a framework within which to execute the project.

5.3 Project Execution

During project execution, Dynamic Systems will execute the project according to the artifacts developed during the planning phase. Again, if an Agile methodology is desired these project phases are still executed but in a much smaller, shorter sprint. At any time, planning artifacts can be reviewed and modified to adapt to project needs.

During project execution, the communication plan will be used to brief stakeholders on the agreed upon frequency and risk management will be applied for risk-issue escalation needs. This phase includes the installation, configuration, migration, testing and training activities. Schedules will be updated as status completion occurs and change management will be executed to approve system changes/modifications.

Dynamic Systems sees Project Execution as a collaborative effort. Every project is going to encounter its share of risks and issues that need to be identified and managed. We find that the most successful projects have the best partnering relationships so that communication is open, frequent and honest.

5.4 Project Monitoring

The project monitoring phase does run in parallel with the project execution phase. The Metrics plan will be implements which will have Key Performance Indicators (KPI) and success factors identified. These metrics may change throughout the lifecycle of the project, for instance if a proof of concept is desired, success factors may indicate an improvement over the current system but not require the end performance level. As systems mature, performance improvement is expected and our metrics plan will accommodate this philosophy.

Additionally, the project will be monitored to be executing within budget, scope and schedule. Should any of these efforts become unbalanced, risks will be identified and managed as appropriate.

5.5 Project Closure

The final phase of our project management lifecycle is project closure. Project closure is customer sign-off on accepted system components. If an Agile methodology is chosen, then project closure may occur at the end of each sprint or release, as defined in the planning phase. If closure is done iteratively, then we will hold a Lessons Learned event with our team and the customer to identify ways to work even more efficiently together.

5.6 Documentation

Documentation is not a formal phase of Project Management; however, we believe that documentation is a cornerstone of a project. Documentation will be delivered throughout the project lifecycle. The Dynamic Systems documentation process is robust. We have pre-developed templates that our engineers utilize to draft their documents. The templates ensure documentation consistency, clarity and accuracy. The benefit to end users is that each document will have a similar look and feel, making it easy for users to find the information they need. The templates are professional looking and while some documents may be very long, the navigation is eased by our formatting controls.

We prefer to have our engineers draft the documents because they are the source and will have the best, most up-to-date and accurate information. We build document time into our schedules as well. Doing so, it forces our engineers to pull screenshots as they work and then often, they themselves will re-use this document as they move to another, like component and the document receives a more thorough review.

Once documents are drafted, they go through a peer review. Other engineers will review the content for accuracy and clarity of information. And we will identify one of our documentation team to review the draft for any formatting errors.

After peer review is a formal document review. In this review, we have technical leaders reviewing the documents to ensure they are easy to read, manageable and to capture any final edits.

This process has been embedded in Dynamic Systems for more than 10 years and flows very easily with our team and many of our subcontractors. We find that customers have appreciated our documentation because it is a leave-behind artifact and supports projects for years after project completion.

Once documents are through formal review, they will be delivered. Our delivery process has multiple options, all of which are secure. Dynamic Systems offers a Secure Portal through NextCloud or we can upload to a portal of customer choice, as long as we have access. Our NextCloud offering can be used as a project repository where all project-related documentation is stored. While editing features are not currently provided, this option is very similar to Sharepoint where access is controlled and authorized users can access any and all project documentation. Project documentation may include Formal Deliverables but also all planning documentation, status reports, schedules and risk registers. Customers find this portal convenient and easy to access (web-hosted). If a customer does not wish to utilize this

repository, we are able to send secure (one-time) links to download Formal Deliverables. This delivery method is secure and does not require any additional application/program installation to obtain the document.

6 STATEMENT REGARDING PREVIOUS WORK/EXPERIENCE WITH LOCAL (OR OTHER LEVELS) OF GOVERNMENT

Dynamic Systems has extensive experience working with Federal and State/Local governments.

Dynamic Systems resells hardware, software and consulting services to various Federal, State and Local businesses for more than 20 years. We hold several federal contract vehicles; specific to the state of California we hold the California Multiple Award Service (CMAS) and the California Enterprise Technology (ET) contracts.

Dynamic Systems has worked with the Department of Defense (Air Force) to implement an enterprise level Identification, Authentication, Authorization Service for more than 10 years. Dynamic Systems moved this platform from a distributed, silo architecture to an enterprise architecture that allows for distributed operations. This architecture change provided significant operational performance improvements with greater availability of service, stability of platform and ease of maintenance. Maintenance services became co-located at two (2) primary facilities instead of being located at every facility across the globe.

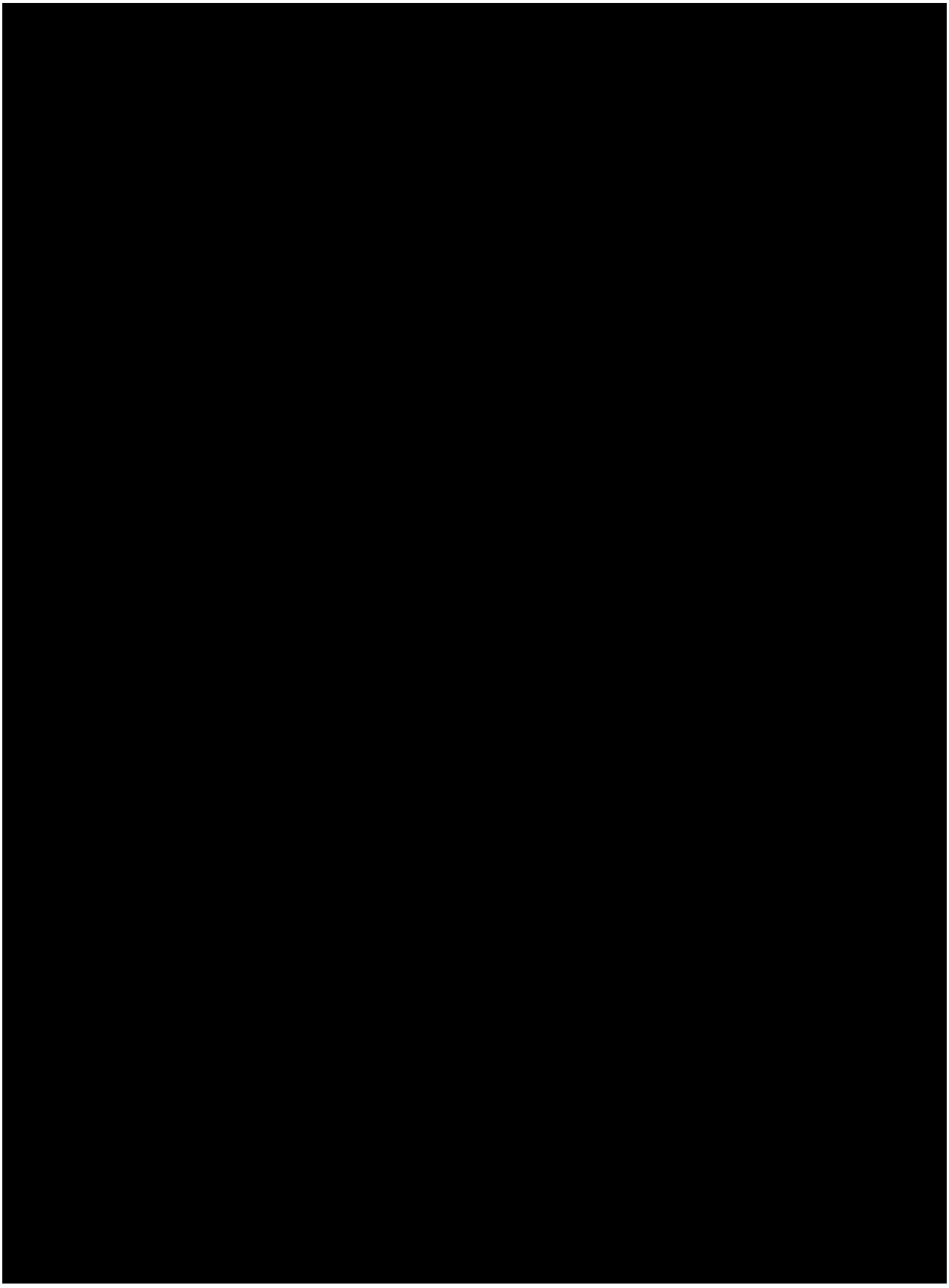
Dynamic Systems also worked with the Department of Defense (Marine Corps) to modernize their legacy environment. This effort included an architecture review, gap analysis, preliminary and critical design reviews, equipment purchase, installation & configuration along with maintenance support. This effort began as a proof-of-concept legacy modernization with a single environment. The single environment was migrated into operations in less than 9 months and was so successful, the customer immediately contracted Dynamic Systems to migrate all remaining environments into the new architecture. Users saw increases in workflow performance that are 200% - 300% faster with a reduced maintenance footprint. This effort has now evolved into cloud modernization effort, providing a disaster recovery environment.

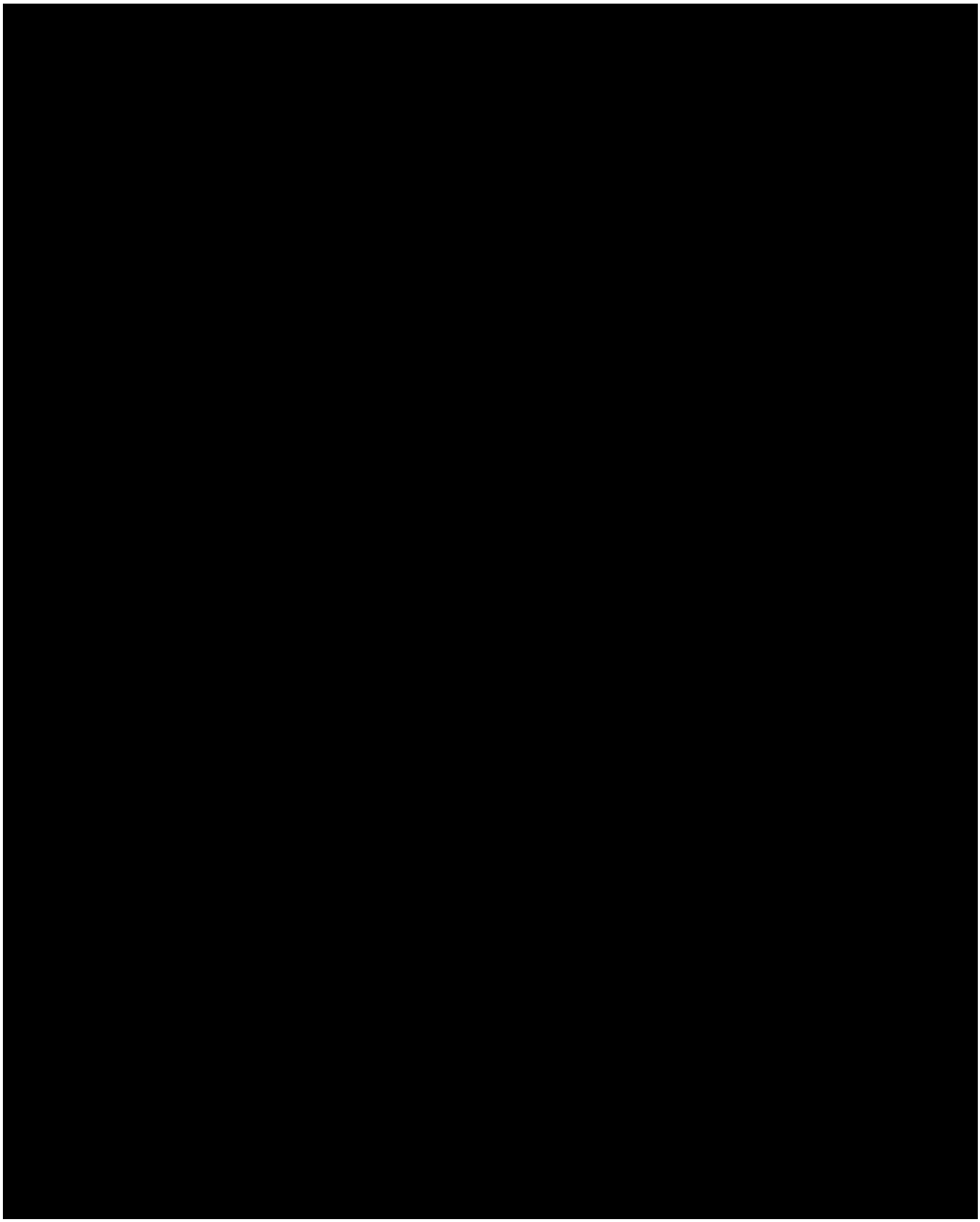
7 DESCRIBE YOUR EXPERIENCE WITH PUBLIC SAFETY SYSTEMS/CRIMINAL JUSTICE SYSTEMS

Dynamic Systems has worked with the California Department of Justice to re-platform, re-host and migrate their Oracle business process system to include financials and human resource workflows.

Dynamic Systems is currently working with the California Department of Corrections and Rehabilitation to provide software development services for their Enterprise Data Services (EDS) and Oracle Business Intelligence Suite Enterprise Edition (OBIEE).

[redacted]







9 A STATEMENT REGARDING WHY THE CONSULTANT BELIEVES IT SHOULD BE SELECTED

Dynamic Systems, Inc. is a California-based business that has been in the Information Technology business for 30 years. We are a Woman-Owned Small Business (WOSB) working to provide customer-centric solutions with the flexibility of a small business.

We have excellent past performance in the public sector market space and partner relationships that allow reach back to a multitude of sub-contractors. Our project managers are certified and trained in various methodologies to provide the greatest opportunity for success and our engineers hold certifications in many hardware solutions.

10 TERMINATED AGREEMENTS/CONTRACTS

Dynamic Systems, Inc. has had no agreements/contracts terminated for default within the past five (5) years.

11 SUB-CONTRACTORS/SUB-CONSULTANTS

Dynamic Systems, Inc. has extensive sub-contractor and sub-consultant relationships. These relationships are critical when working in Original Equipment Manufacturer (OEM) and Software Application specific environments where Dynamic Systems requires a deeper skillset than our bench presents.

The sub-contractor and sub-consultant relationships have reach across the country to provide the most advantageous relationship for the customer. These pre-developed relationships allow us to put sub-contractors and sub-consultants on contract very quickly to resolve project needs.

Dynamic Systems, Inc. is also a reseller which means we are approved to resale OEM hardware, software and services. Our OEM reseller list is extensive. We are providing a list of subcontractors that Dynamic Systems uses for services.

Table 3: Subcontractor Table

Name	Address	Phone	Point of Contact
eBuzz Solutions, LLC	12 Gabrielle Circle Sedesboro, NJ 08085	215-767-9431	Todd Busza
Latitude	7250 Parkway Dr. Suite 240 Hanover, MD 21076	410-652-4746	Thomas Austin
LandUSAInternational Construction, Inc.	3942 Woodberry Meadow Dr. Fairfax, VA 22033	703-655-2710	Sree Padakanti
N & M Management Limited	1255 Natchez Trace Cir. Naperville, IL 60540	630-750-7994	Manu Parikh
SLR Systems Inc	1713 Millhouse Run Marietta GA 30066	678-520-3828	Partha Ramaraju
BlueCloud Solutions	237 Kearny Street #9101 San Francisco, CA 94108	201-341-6487	Roger Raj
Addcore LLC	500 Roland St. SW Vienna, VA 22180	703-585-6586	Wei Feng

12 REFERENCES

Please see the below three (3) references the City can contact.

12.1 Air Force

Organization/Agency:	Air Force
Contact Person:	Adrian Harrison
Phone:	478-926-1809
Email:	Adrian.harrison@us.af.mil

Contract Value:	Current: $4.7M; Lifetime > $20M
Work Performed:	Identification Authentication Authorization Service – Rehosting, Enterprise Architecture, Training and Maintenance

12.2 Marine Corps

Organization/Agency:	Marine Corps
Contact Person:	Darell “DK” Jones
Phone:	703-432-5773
Email:	darell.jones@usmc.mil
Contract Value:	$21M
Work Performed:	Legacy Modernization, Migration of Services, Disaster Recovery

12.3 California Department of Justice

Organization/Agency:	California Department of Justice
Contact Person:	Behnam Jafari
Phone:	916-295-2264
Email:	Behnam.Jafari@doj.ca.gov
Contract Value:	$250,000
Work Performed:	EBS Upgrade and Migration, Re-platform, and Rehosting

13 ADDITIONAL ATTACHMENTS (OPTIONAL)

Dynamic Systems, Inc. is a Woman-Owned Small Business (WOSB). Please see attached Small Business Association (SBA) confirmation and System for Award Management (SAM.gov) screenshot. We are also in the pursuit of a Woman Business Enterprise (WBE) certification.

13.1 Small Business Association - WOSB

U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

APR 2 2018

Ms. Mardi Norman, President
Dynamic Systems, Inc.
124 Maryland Street
El Segundo, CA 90245

DUNS: 825062813
Email: mardi.norman@dynamicsystemsinc.com

Re: WOSB Eligibility Examination - Eligible

Dear Ms. Norman:

On January 10, 2018, the U.S. Small Business Administration (SBA) notified you that we would be conducting an Eligibility Examination on Dynamic Systems, Inc. pursuant to 13 Code of Federal Regulations (C.F.R.) Part 127 (§) Subpart D, in order to verify its status as a Women-Owned Small Business (WOSB) for purposes of the WOSB Federal Contract Program (WOSB Program).

This letter is to notify you that based on the documents now contained in the WOSB Program Repository currently available at https://Certify.sba.gov, SBA has determined that Dynamic Systems, Inc. ***meets*** the eligibility requirements to qualify as a WOSB for the WOSB Program.

The following sets forth the basis for SBA's decision:

A. Woman/U.S. Citizen

Pursuant to 13 C.F.R. § 127.200(b)(2), a concern's WOSB eligibility is predicated upon its ownership and control by one or more women who are U.S. citizens.

Dynamic Systems, Inc. has provided a birth certificate demonstrating that you, Mardi Norman, the individual upon whom Dynamic Systems, Inc.'s eligibility is based, are a U.S. citizen.

Based on the provided document, this requirement has been met.

B. Ownership

In order to qualify as a WOSB, a concern must be not less than 51 percent unconditionally and directly owned and controlled by one or more women. In the case of a concern that is a corporation, at least 51 percent of each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding must be unconditionally owned by one or more women. The 51 percent ownership may not be through another business entity or a trust (including employee

stock ownership plan) that is, in turn, owned and controlled by one or more women or economically disadvantaged women. 13 C.F.R. § 127.201.

In this case, a review of Dynamic Systems, Inc.'s, outstanding stock certificates and stock ledger reveals that you unconditionally and directly own at least 51 percent of the concern. Therefore, SBA concludes that Dynamic Systems, Inc. meets this requirement.

C. Control

In order to qualify as a WOSB, SBA regulations require that the management and daily business operations of a concern be controlled by one or more women. 13 C.F.R. § 127.202(a). This means that a woman or women must conduct both the long-term decision making and the day-to-day management of the company. SBA's regulations further require that a woman must hold the highest officer position in the concern and must possess managerial experience of the extent and complexity needed to run the concern 13 C.F.R. § 127.202(b). 13 C.F.R. § 127.202(f)(1)&(2)

In this case, a review of Dynamic Systems, Inc.'s Annual Board Minutes, for 2017, 2016 and 2015 reveals that you hold the highest officer positon. Further, evidence in the file indicates that you possess the managerial experience of the extent and complexity needed to manage and control the daily business operations of the concern.

Based on the above circumstances, SBA concludes that Dynamic Systems, Inc. meets this requirement.

Final Determination: Based on the documents of record, SBA concludes that Dynamic Systems, Inc. has ***met*** the citizenship, ownership, and control requirements to qualify as a WOSB for the WOSB Program.

Please be advised that this letter is not a letter of certification for the WOSB Program. This letter serves to affirm that, at this time; SBA has conducted an Eligibility Examination and has determined that Dynamic Systems, Inc. meets the eligibility requirements to participate in the WOSB Program.

Dynamic Systems, Inc. may continue to designate itself as a WOSB eligible under the WOSB Program in the System for Award Management (SAM). Please be advised that you must update your WOSB Certification at the WOSB Repository and WOSB representations and self-certification in SAM at least annually to ensure that they are kept current, accurate, and complete. 13 C.F.R. § 127.300(f)(1).

If you believe your small business has been the subject of excessive or unfair regulatory enforcement or compliance actions as a result of this decision, you have the right under the Small Business Regulatory Enforcement Fairness Act to file a complaint or comment with SBA's National Ombudsman at:

Office of the National Ombudsman

U.S. Small Business Administration
409 Third St. SW
Washington, DC 20416
PH: 1-888-734-3247
FX: 1-202-481-5719
EM: ombudsman@sba.gov

The right to file a complaint or comment with SBA's National Ombudsman is independent of any other rights you may have to contest this decision. The National Ombudsman may not change, stop, or delay a Federal agency's enforcement action or impede any administrative or criminal process.

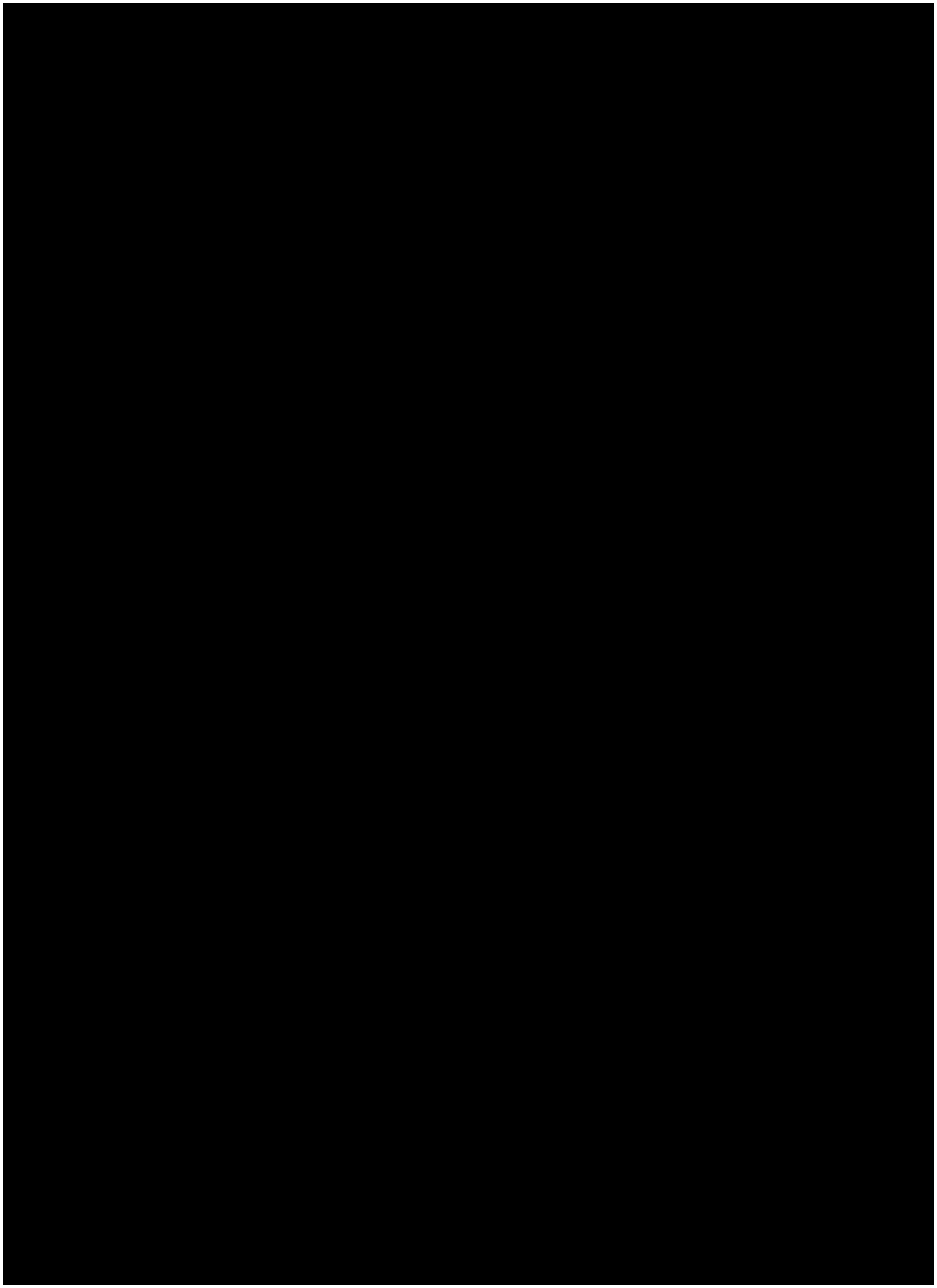
Thank you for you cooperation with this Eligibility Examination and your participation in the WOSB Federal Contract Program. If you have any questions, please contact Howard Parker at howard.parker@sba.gov or (202) 205-6436.

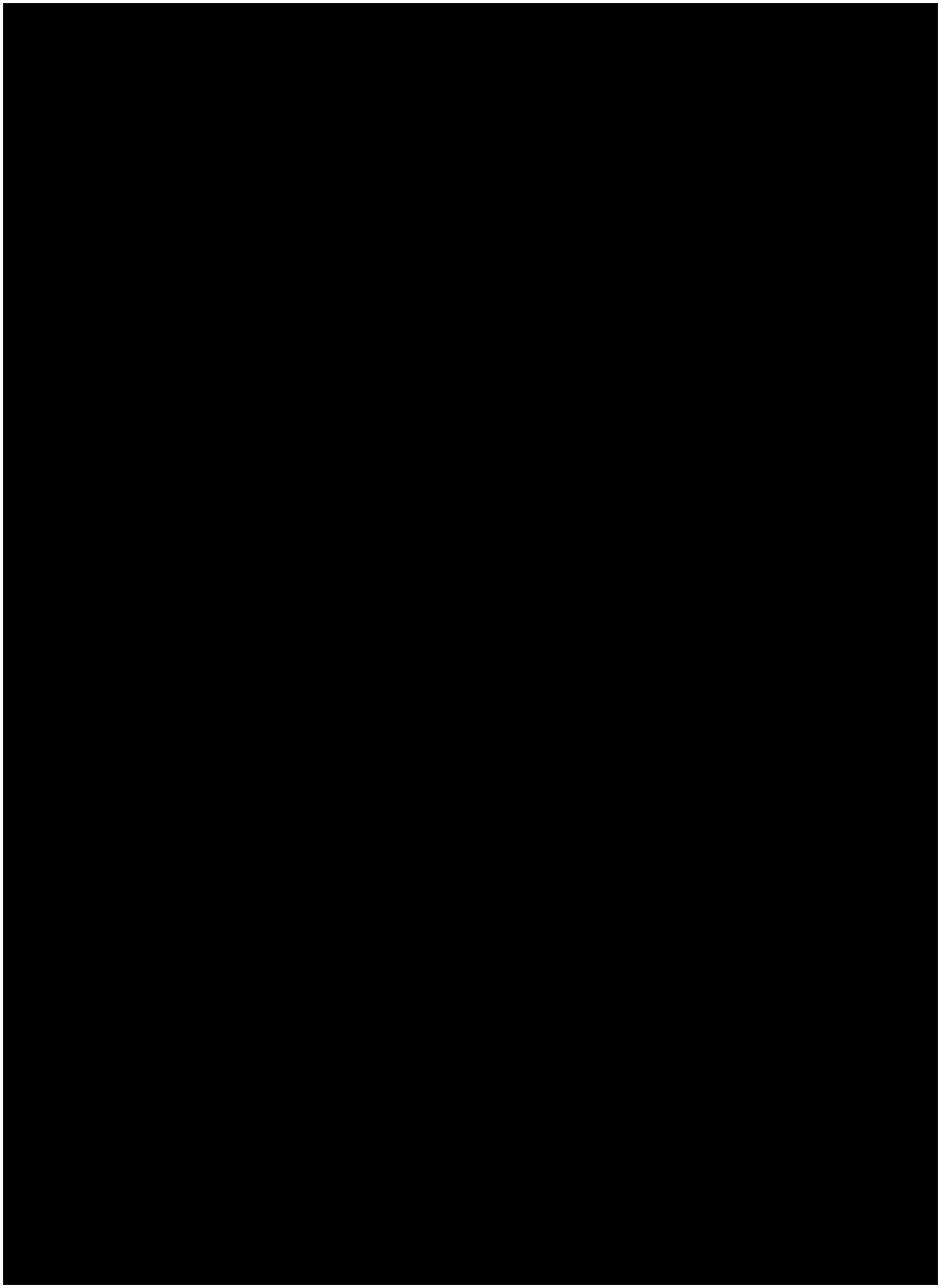
Sincerely,

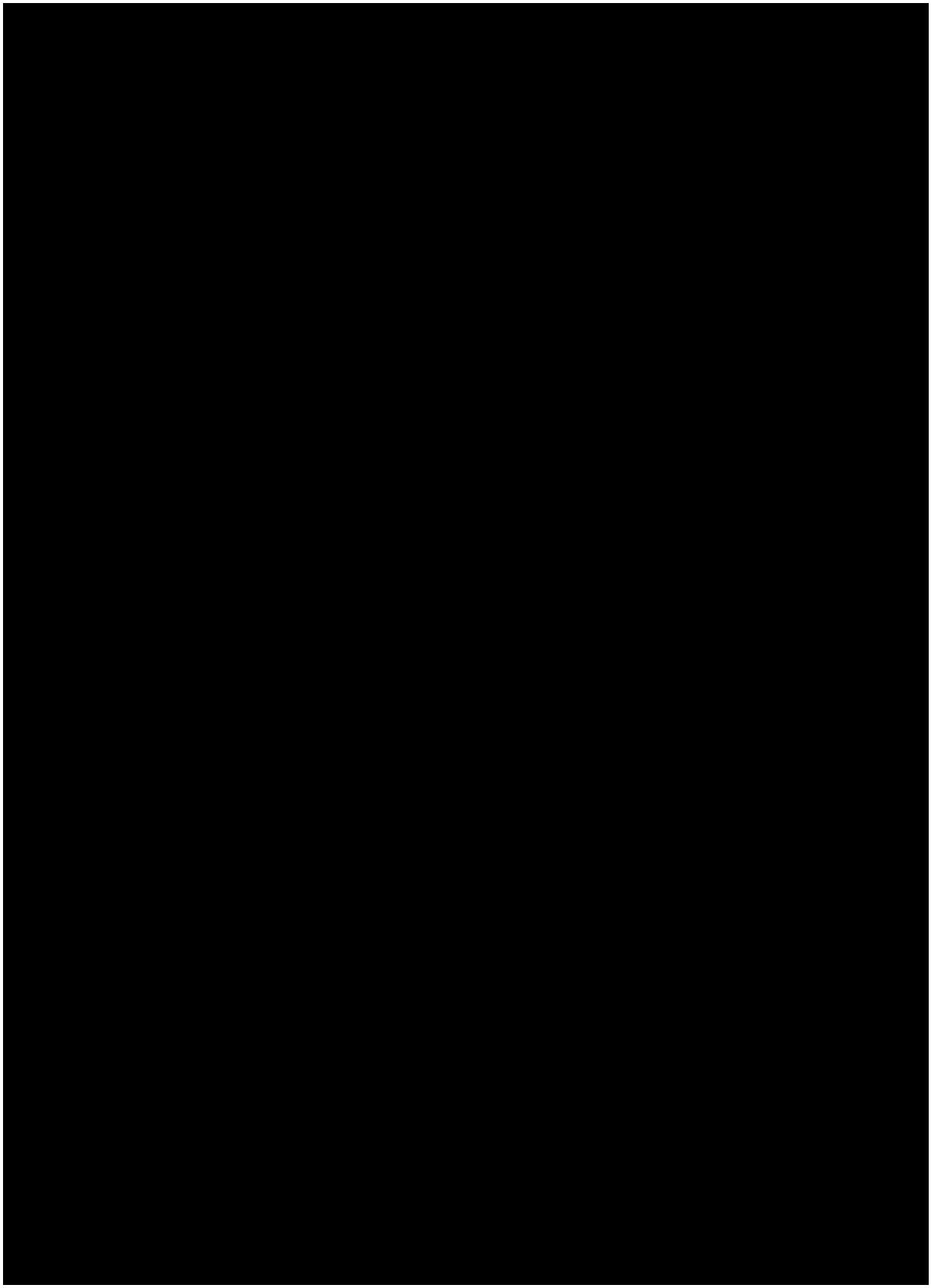
for David Loines
Acting Director
Office of Government Contracting

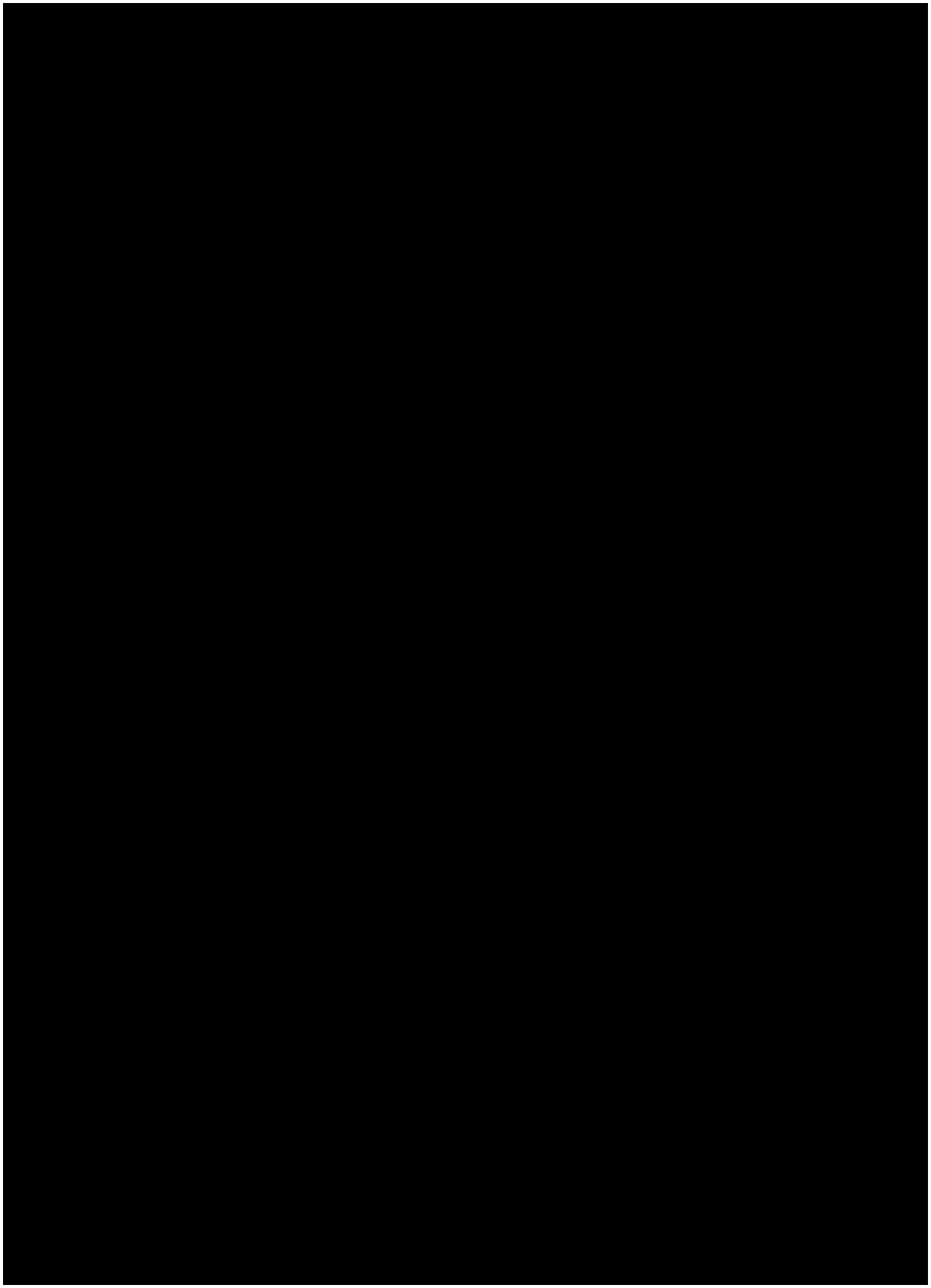
3

13.2 SAM.gov









September 9, 2021

Micah Herd
City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

Dear Mr. Herd:

On behalf of IBE Digital, I would like to thank you for the opportunity to respond to the request for qualifications for Information Technology Assessment and Improvement Project. We are pleased to be given this opportunity and are confident in our ability to meet each and every specification and requirement as set forth in your request. IBE Digital is in compliance with each term, condition and specification as contained within your RFQ.

We believe IBE Digital is uniquely qualified to meet the City of Montebello's needs and objectives. During our 35-year history we have demonstrated our ability to service the public sector. IBE Digital has had the opportunity to provide a full suite of business services to municipalities and public agencies in Los Angeles County since our inception.

We have hands-on ownership that will oversee your satisfaction. Management decisions can be made in minutes as opposed to days or weeks. Thank you again for this opportunity.

Sincerely,

Sloan Varing

Sloan Varing – Director of Sales
I Copy Inc, DBA IBE Digital
11266 Monarch Suite B
Garden Grove, CA 92841
562-921-0202
Sloan@ibedigital.com

Statement of Qualifications
RFQual No. 21-1
For

Presented By:
Sloan Varing
IBE Digital

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1 General Consultant Information

- Length of time your firm has been in business
  - 35 years
- Length of time your firm has been provided the proposed services
  - All Covered has been providing individualized Information Technology (IT) consulting, design, implementation, and maintenance for 24 years.
- Total number of clients that your firm currently supports
  - 3,400
- Total number of public sector clients that your firm supports presently
  - 64
- Total number of clients supported in California
  - 253
- Total number of clients in the County of Los Angeles
  - 74
- Total number of local/state/Federal government clients your firm currently supports
  - 34
- Total number of clients that are of similar size to the City of Montebello with similar complexities
  - 98
- Personnel size Combined with All Covered:
  - The number of Full-Time Employees in:
    - Consulting – 334
    - Installation – 708
    - Administrative support – 62
  - The number of part-time personnel in:
    - Consulting – 1
    - Installation – 1
    - Administrative support – 4
- Any other general information about firm/business operations
  - IBE/All Covered supports approximately 11,000 servers and over 80,000 PCs at our 3,400 managed clients. Our Help Desk supports over 100,000 users. We have over 1,000 employees including more than 700 technical staff. We completed more than 3,500 projects last year.

2 IT upgrade project and ongoing support services required by the City of Montebello

Montebello is seeking a vendor to leverage best practices (NIST 800-171) to assess Montebello's current environment and subsequently design, implement and manage a unified solution. Currently the City of Montebello's IT infrastructure is decentralized, ad hoc, and lacks redundancy. Montebello would like to implement a centralized solution both in terms of on-site footprint as well as management. Due to the diverse business functions of Montebello's departments, there are a significant amount of distinct line of business applications with unique requirements. It is imperative the proposed solution/hardware can efficiently support the various line of business applications as well as easily expand to support growth and new

implementations. A portion of the implementation process must include comprehensive run books and topography of the entire solution. Giving qualified Montebello IT staff the ability to manage the environment at any time in the systems life cycle.

Further, we are assuming the City will require a solution that adheres to NIST 8000-17 best practices 3-2-1 rule of data protection.

- Keep 3 copies of any important file: 1 primary and 2 backups.
- Keep the files on 2 different media types to protect against different types of hazards.
- Store 1 copy offsite (e.g., outside your home or business facility).

In compliance with the 3-2-1 rule the IT infrastructure solution will require off site backup as well on-site backups. With Montebello's IT infrastructure supporting emergency services we will assume it is required for the solution to include a plan B if the local infrastructure fails. This plan B is known as business continuity which would give the City and subsequently PD and Fire the ability to continue to operate with minimal interruption if there was a datacenter outage.

Montebello is seeking prompt remote and local management of the proposed solution on a 24/7 basis. Due to the nature of public safety, it is important that the vendor be prompt and flexible to support the dynamic environment. Further, the City is looking to improve its security posture with a proactive approach to cyber security. We offer Security Information and Event Monitoring (SIEM), which includes round the clock security monitoring to make sure that potential threats will be flagged and visible for the organization to react. Our SIEM service includes a dedicated security operations center (SOC) which work together to fully protect your business 24x7x365. Security monitoring actively looks for threats and anomalous activity to ensure that not only regulatory compliance needs are met, but that you can react and stop a breach.

3 Project Management Approach and Practices

Project Management

IBE approaches every project with a proven framework that starts with the initiation, moves into planning, execution and the closure phases of a project in order to deliver the best solution for its clients. IBE Project Management is built around the proven PMI PMBOK Methodology, ensuring that the time spent on your project is efficient and effective. PMI PMBOK is a worldwide standard that allows us to deliver projects that:

- Ensures that IBE is aligned with your best interest
- Assumes that we will manage the solution, ensures that it is easily maintained
- Leverages the best elements of PMI and Technology Partner methodologies
- "Right-sized" to your needs, not monolithic and complicated

IBE will be responsible for the overall project management for this implementation. The assigned Project Manager is responsible for ensuring the successful delivery of client facing projects and manages the overall portfolio of active projects providing analysis including resource forecasts, project schedules, project economics, and client expectations. In addition, the Project Manager leverages IBE resources throughout the project lifecycle to gather information needed to ensure that each project is delivered to its specific documented scope and within timelines mutually established with the City of Montebello.

Project Communications
Risk does exist in all technical projects. To mitigate potential risk in this project, IBE will follow the following practices:

- Defined Milestones – Built into the project plan, Milestones are designed to bring together all key stakeholders in the delivery of the technical solution to ensure agreement on the technical finding, detailed activities, work schedule, and interdependencies on the current production environment.
- Issue Management and Resolution - All issues discovered during the course of the project will be documented, logged into a central issues repository, and resolved in a timely manner. Issue resolution documentation will be created for each issue logged and issues that may pose a risk to the project will be escalated to the management teams for risk mitigation analysis.
- Project Management Meetings - Regular project management meetings will be scheduled to evaluate the status, quality, and timeliness (in relation to the schedule) of the work delivery. The project management team will evaluate ongoing project risk as part of the project management process.

Project Schedule
Our skilled Project Manager will work with the City of Montebello to develop a project schedule that is acceptable to your team, while also ensuring that the schedule will be well managed without compromising quality during the implementation. The Project Manager ensures that your team is aware of project status through strong written communications, regular status meetings, management of the project schedule, and overall status of project health reports.

4 Previous Work/Experience with Local (or other levels) of Government.

IBE/All Covered have been serving the public sector for over 20 years. We currently provide hardware and an array of services to a multitude of agencies local to the City of Montebello such as City of Commerce, City of Huntington Park, and Montebello Unified School District. However, our most relevant experience as it relates to this RFQ is our work performed with the City of Montebello over the past year and half. IBE has performed an in-depth IT assessment of Montebello's IT environment as well as augmented Montebello's IT staff remotely and locally. Through our experience of being on site and supporting the City's users for over a year we have been able to garner an in depth understanding of Montebello's needs as well as an understanding of the city's current environment. Equally important City of Montebello staff has gained exposure to the professionalism and experience of our system engineers.

5 Experience with Public Safety Systems/Criminal Justice Systems

IBE/All Covered has an array of experience working with different systems across verticals including public safety. More specifically currently IBE is providing staff augmentation services at the City of Montebello we have a systems engineer full time supporting MPD and MFD. Currently our engineer provides user maintenance and application support to a multitude of unique applications to Montebello's Police Department and Fire Department. Two of the most critical applications our team is most familiar with are Aegis MSP suite and New World Mobile.

6 Method of evaluating the City's current IT infrastructure

In 2020, IBE was contracted by the City of Montebello to perform an IT assessment. The statement of work provided below defines the method in which IBE evaluated the City of Montebello's environment in 2020 and will do so for the upcoming "Improvement Project". Please note our evaluation of the cities IT infrastructure does not solely consider the tangibles but also an understanding of the city's user base and operational rhythms which we have gained an understanding of via our on-site presence over the past year and a half.

PHASE I - Document the existing network utilizing [redacted].

[redacted]

Our team of IT security professionals will conduct an in-depth analysis of your network to determine the status of your hardware, software, and devices, including:

[redacted]

PHASE II - [redacted]

There will be several brainstorming sessions between City of Montebello team and the IBE team on proposed design.

[redacted] IBE will be able to identify all the "needles in the haystack" and identify the root cause of any network flow problems. [redacted]

Our team will also [redacted] outlining detailed findings and recommendations.

Reports:

- The Executive Summary- provides concise reporting of all findings, analysis, and recommendations that in a format that can be presented to executive management and the City Council.

- Detailed Remediation Report- is an assemblage of the "gaps" discovered during the security and network assessments. Each gap is categorized and ranked based on a prioritization of High, Medium, and Low, and a plan for remediation of each finding is included.
- Citrix Desktop Environment Assessment Report-This report details the setup of the current remote desktop farm, installed applications, potential issues and recommended solutions.
- Network Assessment Full Detail Report- The network assessment report provides full details of the network technical analysis, including specifics about network assets, infrastructure health, and elements currently at risk. The report includes detailed charts and diagrams.

The phase completes with the recommendation of all risks and a migration and transition plan to a highly available, reliable, and supported environment. As such:

Documentation of Recommendations

- Document Strengths and Weaknesses
- Document results of audit and identify where changes can resolve issues
- Document Recommended Improvements
- Identify advantages and disadvantages of current design
- Document design components
- Present findings

PHASE III – IBE will create the implementation plan document deliverable that includes reviews with the City of Montebello's team. The project completes with the migration and implementation plan deliverables to the City's team.

7 Why IBE should be selected

IBE provides a high touch dynamic customer service experience of a local vendor with the national resources and knowledge base of All Covered. IBE helps businesses achieve their goals through better management of information, strategic planning, and more effective collaboration. From network design to helpdesk support, IT security, cloud services and managed IT, IBE customizes solutions to its client's business and application needs.

We create a business environment that will merge the real and digital worlds by creating intelligent, inclusive, multi-vendor platforms that will enable Montebello to achieve its goals faster and more efficiently. IBE and All Covered will share our knowledge to extractmeaning from data allowing you to make better decisions and focus on business outcomes rather than on the tools used to achieve them. Combining our technologies and solution driven tools provides an expansive collection of resources that only IBE and All Covered can provide.

Innovation is what drives us. We leverage our technologies and financial stability to consistently create new value to our clients. Our Business Innovation Centers (BICs)and investments in research and development fuel our development of new servicesand solutions to not only support your current business needs but also being able to support your future needs in the ever-changing mobile and digital business environment.

Collaboration differentiates us from the others. We understand your need for immediatecost savings and can provide the solutions to comply with your requirements. We take into consideration your total investment and the return on investment in the short- to mid-term AND the long term. Our offering focuses on cost savings, consolidation, governance, risk reduction and sustainability. Our thorough assessment provides you with the benchmark to measure your actual cost savings and will set forth the parameters for optimization.

Our approach focuses on solving real problems and differentiates our solution delivery from vendors who follow a product-first model. All Covered is committed to a client-first methodology, and as such offers a comprehensive suite of products and services comprised of industry-leading technology and best-of-breed software, products, and services. This end-to-end strategy, along with a consultative engagement with our clients, provides a 360-degree view of your business processes, challenges, as well as your goals and objectives. Through this collaborative approach, IBE enables targeted solutions yielding improved efficiencies, cost reduction and the realization of your vision.

8 Terminated Agreements/Contracts

IBE has not had an agreement/contract terminated for default within the past five years.

9 Sub-Contractors

Konica Minolta Business Solutions
100 Williams Drive
Ramsey, NJ 07446
Michael O'Crowley
201-825-4000

10 References

In an effort to be respectful of our customers busy schedules please coordinate with IBE Digital to schedule calls with references below.

Organization/Agency: Repligen Corporation
Contact Person: Keith Lee Robinson
Phone: (954) 471-1037 **Email:** krobinson@repligen.com
Work Performed: Managed Services: Help desk, monitoring and maintenance of infrastructure, data center hosted in All Covered Cloud, VOIP, app development, SOC services, SIEM services, web filtering, managed security awareness training, managed vulnerability scanning
Contract Value: $1.2 million + /year

Organization/Agency: Silverado Senior Living
Contact Person: Reza Rad
Phone: (949) 570-0612 **Email:** reza.rad@silverado.com

Work Performed: Managed Services: Help Desk, Managed backup, monitoring and maintenance of infrastructure, web filtering, managed vulnerability scans, app development, deployment services
Contract Value: $750K + /year

Organization/Agency: City of Montebello
Contact Person: Nick Razo
Phone: (323) 887-1200 **Email:** NRazo@cityofmontebello.com
Work Performed: Enterprise help desk, staff augmentation, IT Assessment
Contract Value: $350k + /year

Organization/Agency: La Paz County
Contact Person: Megan Spielman
Phone: (928) 669-6141 **Email:** mspielman@lapazcountyaz.org
Work Performed: Managed Services: help desk, monitoring and maintenance of infrastructure, advance security, managed vulnerability scans, web filtering, security awareness training, VOIP, app development
Contract Value: $190k + /year

11 IBE/All Covered Certifications

IBE/All Covered engineers continually earn certifications to expand their skill set and to extend their technical knowledge and specializations with well-known industry certifications which include Microsoft, Cisco and ITIL. Obtaining these certifications, combined with continuing education - our engineers are highly regarded in the industry in demonstrating their working knowledge to skillfully troubleshoot network, cloud, security, or service support issues.

(ISC)²	**(ISC)2** • Certified Information Systems Security Professional (CISSP) Systems • Security Certified Practitioner (SSCP) • Certified Cloud Security Professional (CCSP)
allworx	**Allworx** • Allworx Certified Professional (ACP)
aws	**Amazon** • AWS Certified Solutions Architect – Associate
Authorized Reseller	**Apple** • Apple Certified Mac Technician (ACMT) • Apple Certified Support Professional (ACSP) • Apple Certified Associate (ACA) • Apple Certified Technical Coordinator (ACTC)

AXCIENT	**Axcient** • Axcient Certified Engineer – Fusion (ACE Fusion) • Axcient Certified Engineer (ACE)
cisco Premier Partner	**Cisco** • Certified Cisco Network Professional (CCNP): Routing and Switching • Certified Cisco Network Professional (CCNP-V): Voice • Certified Meraki Networking Associate (CMNA) • Cisco Certified Design Associate (CCDA) • Cisco Certified Design Professional (CCDP) • Cisco Certified Entry Network Technician (CCENT) • Cisco Certified Network Associate (CCNA): Data Center • Cisco Certified Network Associate (CCNA): Routing and Switching • Cisco Certified Network Associate (CCNA): Security • Cisco Certified Network Associate (CCNA): Video • Cisco Certified Network Associate (CCNA): Wireless • Cisco Certified Network Professional (CCNP): Data Center • Cisco Certified Network Professional (CCNP): Routing and Switching

CITRIX PARTNER Silver Solution Advisor	**Citrix** • Citrix Certified Associate - Networking (CCA-N) • Citrix Certified Associate - Virtualization (CCA-V) • Citrix Certified Expert - Virtualization (CCE-V) • Citrix Certified Professional - Networking (CCP-N) • Citrix Certified Professional - Virtualization (CCP-V)
CompTIA	**CompTIA** • CompTIA A+ • CompTIA CDIA+ • CompTIA Certified Technical Trainer • CompTIA Cloud+ • CompTIA i-NET+ • CompTIA IT Operations Specialist – CIOS • CompTIA Linux+ • CompTIA Network Infrastructure Professional – CNIP • CompTIA Network+ • CompTIA Project+ • CompTIA Secure Infrastructure Specialist – CSIS • CompTIA Security+ • CompTIA Server+ • CompTIA Systems Support Specialist – CSSS
datto BLUE	**Datto** • Certified Datto Advanced Technician (CDAT) Datto • Technical Specialist I • Datto Technical Specialist II

Extreme Customer-Driven Networking	**Extreme Networks** • Extreme Certified Expert - Networking (ECE) • Extreme Certified Specialist - ExtremeWireless (ECS) • Extreme Certified Specialist - Management Center (ECS) • Extreme Certified Specialist - Routing (ECS) • Extreme Certified Specialist - Switching (ECS)
FORTINET	**Fortinet** • Fortinet Network Security Expert 1 (NSE) • Fortinet Network Security Expert 2 (NSE) • Fortinet Network Security Expert 3 (NSE) • Fortinet Network Security Expert 4 (NSE) • Fortinet Network Security Expert 5 (NSE)

GIAC CERTIFICATIONS	**GIAC** • GIAC Certified Forensic Examiner (GCFE) • GIAC Certified Incident Handler (GCIH) • GIAC Reverse Engineering Malware (GREM) • GIAC Security Essentials Certification (GSEC) • GIAC Web Application Penetration Tester (GWAPT)
HDI	**Help Desk Institute** • HDI Support Center Analyst (HDI-SCA) • HDI Support Center Director (HDI-SCD) • HDI Support Center Manager (HDI-SCM) • HDI Support Center Team Lead (HDI-SCTL) • HDI Technical Support Professional (HDI-TSP)
HIPAA	**HIPAA** • Certified HIPAA Professional (CHP) • Certified Security Compliance Specialist (CSCS) • HIPAA Privacy
IBM	**IBM** • QRadar Level 1 Analyst • QRadar Configuration Analyst
ITIL FOUNDATION	**ITIL** • ITIL 2011 Foundation
ISACA	**ISACA** • Certified Information Security Manager (CISM) • Certified Risk and Information Systems Control (CRISC)

	**Linux** • Linux Professional Institute: System Administrator (LPIC-1) • LPI Linux Essentials • SUSE Certified Linux Administrator (CLA)

Gold Microsoft Partner Microsoft	**Microsoft** • Microsoft Certified Database Administrator (MCDBA) • Microsoft Certified IT Professional (MCITP) • Microsoft Certified Professional (MCP) • Microsoft Certified Solution Developer (MCSD) • Microsoft Certified Solutions Associate (MCSA): Office 365 • Microsoft Certified Solutions Associate (MCSA): Windows 8 • Microsoft Certified Solutions Associate (MCSA): Windows Server 2012 • Microsoft Certified Solutions Associate (MCSA): Windows Server 2016 • Microsoft Certified Solutions Expert (MCSE): Cloud Platform and Infrastructure • Microsoft Certified Solutions Expert (MCSE): Communication • Microsoft Certified Solutions Expert (MCSE): Messaging • Microsoft Certified Solutions Expert (MCSE): Productivity • Microsoft Certified Systems Engineer (MCSE): Security+ • Microsoft Certified Systems Engineer (MCSE): Server Infrastructure 2012 • Microsoft Certified Trainer (MCT) • Microsoft Technical Associate (MTA): Database Fundamentals • Microsoft Technical Associate (MTA): Networking Fundamentals • Microsoft Technical Associate (MTA): Security Fundamentals • Microsoft Technical Associate (MTA): Windows Operating System Fundamentals • Microsoft Technical Associate (MTA): Windows Server Administration Fundamentals • Microsoft Certified Dynamics Specialist (MCDS)
NetApp	**NetApp** • NetApp Certified Data Administrator
Novell	**Novell** • Certified Novell Engineer (CNE) • Enterprise Certified Novell Engineer (CNE) • Master Certified Novell Engineer (CNE) • Certified Novell Administrator (CNA)
Other	**Other** • Certified Cyber Security Architect (CCSA) • Certified Proactive Support Professional (PSP) • Certified Wireless Network Administrator (CWNA) • COBIT • Barracuda Backup Certified Engineer • Certified Chief Information Security Officer (CISO) • Certified Information Systems Security Professional (CISSP) • PCI-P • Tenable Security Center Technical Certification

	Palo Alto • Palo Alto Networks Accredited Configuration Engineer (ACE)
	PMI • Certified Associate in Project Management (CAPM) • Project Management Professional (PMP)
	Proofpoint • Proofpoint Accredited Administrator
	Ruckus • Ruckus WiSE Level 1
	SalesForce • Salesforce Certified Administrator • Salesforce Certified Sales Cloud Consultant • Salesforce Certified Service Cloud Consultant
	SCRUM • Certified Scrum Master (CSM) • Certified Scrum Product Owner (CSPO) Certified ScrumMaster®
	ShoreTel • ShoreTel - UCSI • ShoreTel – UCSP
	SonicWALL • Certified SonicWALL Security Administrator (CSSA) • Certified SonicWALL Security Professional (CSSP)
	Veeam • Veeam Certified Engineer (VMCE)
	VMware • VMware AirWatch Professional Accreditation: Enterprise Mobility • VMware Certified Professional 6 - Data Center Virtualization (VCP6-DCV) • VMware Certified Professional 6 - Network Virtualization (VCP6-NV) • VMware Data Center Virtualization Findamentals [6] • VMware Operations Professional - Cloud Provider (VOP-CP) • VMware vSphere 6 Foundation • VMware vSphere 6.5 Foundations

12 IBE Managed Services Portfolio

CLOUD COMPUTING

Harness the power of the cloud.

- US-based SOC 2 Type 2 audited
- Secure data in the cloud to reduce hardware costs
- Access data from almost anywhere at anytime
- Support for legacy (offline) and cloud-based applications



SECURITY

Stronger security, stronger business.

- Managed security services
- SIEM & AD SIEM
- Vulnerability scanning & remediation
- Internal & external security audits
- Email filtering & protection
- 24/7/365 monitoring
- Employee security training



APPLICATION DEVELOPMENT

Customized tools to build your business and fit your need.

- SharePoint and Salesforce custom development and design
- Website implementation for an optimized experience
- Custom Applications
- Business Intelligence



DATA BACKUP & BUSINESS CONTINUITY

Protect your most precious data.

- On and off-site data backup
- Get your business back up and running in minutes
- Replicate your data to the cloud



MANAGED VOICE

Voice over IP now available with SIP Trunking or Hosted PBX.

- Simplified experience with one point of contact and one bill
- Enhanced features and functionality
- Improved voice quality and user experience
- Reduced local and long distance phone costs



ON-SITE RESPONSE

Hands on expertise to check for any hardware or connection issues.

- Over 800 All Covered engineers nationwide
- Local engineers available when you need us
- Fully certified in most major technologies
- Quick resolution to technical issues



PROJECTS

Microsoft CITRIX DELL CISCO Symantec.

On demand skills and expertise when you need them.

- Upgrades, migrations, and moves
- Virtualization and server backup
- IT Strategy and Technology Plans
- Access to over 300,000 hardware/software solutions with discounts once reserved only for Enterprise clients



24/7 MONITORING & HELP DESK

Employees and systems are supported by experts that are always available.

- US-Based Help Desk
- Systems proactively managed
- Contact support by phone, email, chat or web portal
- Personal one-on-one support



Insight
PUBLIC SECTOR



PREPARED FOR

City of Montebello

Request for Information for

Information Technology Assessment, Upgrade, and Improvement

September 9, 2021 @ 11:00 AM PST

SUBMITTED BY:

Damien Tran

Client Executive

310.354.5674

damien.tran@insight.com

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September 09, 2021

Micah Herd
Senior Management Analyst
City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

Dear Mr. Micah Herd:

Enclosed with this letter is our response to City of Montebello (City) Request for Qualifications - Information Technology Assessment and Improvement Project. Insight Public Sector, Inc. (IPS) is confident we are the right partner to assess the existing IT infrastructure and implement the required upgrades/improvements throughout the City's network. Our response demonstrates our capabilities and unique position in the marketplace as a super solution integrator to deliver transformational solutions for clients like the City.

Founded in 1988 and headquartered in Herndon, Virginia, IPS brings decades of experience serving the public sector and a capable team of engineers, technology specialists, and services delivery professionals ready to earn a position as your trusted advisor. IPS is focused on the needs of state, local, and educational institutions as well as the federal government. With an industry-leading selection of products, a complete suite of IT services, and a wide range of government contracts, Insight helps organizations streamline procurement, simplify deployment, and maximize the value of the IT lifecycle. We will help you evolve how you serve the public while bolstering security, networking, and continuity requirements. As a Fortune 500-ranked global provider of digital innovation, cloud/data center transformation, and connected workforce solutions, together with our supply chain optimization expertise, we help public sector clients innovate and optimize their operations to run smarter.

IPS and the City have a strong partnership established with ongoing projects for hardware, software, and services. Our dedicated sales team led by Damien Tran is familiar with your goals and requirements. We are excited for the opportunity to continue supporting the City on this assessment and implementation. Thank you for your time and consideration. We look forward to further discussing our RFP solutions with the City of Montebello. If you require any further information or clarification of any of the elements of our proposal, please contact Damien Tran via email or telephone.

Sincerely,

Lisanne Steinheiser
Lisanne Steinheiser (Sep 9, 2021 08:20 PDT)

Lisanne Steinheiser
Global Compliance Officer
480.333.3012
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Herndon, VA 20171

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Validity Statement

This Proposal as submitted by Insight Public Sector, Inc. (Insight) in response to City of Montebello's Information Technology Assessment, Upgrade, and Improvement Project contains proprietary and confidential information of Insight Enterprises, Inc. and its subsidiaries, and its subcontractors.

All information in this Proposal is based on Insight's understanding of the project at this time and is subject to further due diligence, input from counsel, and approval of appropriate Insight management committees.

Insight's Proposal is valid for 30 days from the date of submission stated on the Cover Page, with extensions granted at the discretion of Insight. Pricing provided is budgetary only, based on the information provided by City of Montebello, and subject to change based on the final solution design and scope of work as mutually agreed to by Insight and City of Montebello.

Tariff Validity Statement

The United States government recently imposed tariffs on technology-based products imported from China. Affected technology manufacturers are in the process of evaluating the impact of the tariffs and passing mandated cost increases on to partners such as Insight. The situation is fluid and manufacturers are providing frequent cost updates, in some instances, multiple times per day. For this reason, Insight has to use a pricing methodology for the proposal that is reflective of the ever-changing cost impact of the imposed tariffs on products. Insight will attempt to adhere to its price proposal as quoted; however, the volatility in manufacturers' costs due to the tariffs may require a requote prior to finalizing any subsequent award or purchase order.

Product does not include hardware, software, software tools, and software utilities designed into data center solutions by Insight engineers as part of storage, converged infrastructure, hybrid cloud, backup/disaster recovery, and other specific data center solutions. The pricing methodology referenced in this Schedule only applies to the Products included or contemplated at the effective date of the current Schedule. Any additions of products, solutions or technology that are different from such included Product must be agreed upon in writing by the parties prior to being subject to the Schedule.

Insight Responses to RFQual Questions

2. General Consultant Information

- ***Length of time your firm has been in business***

  Insight Response:

  Insight began operations in Arizona in 1988 (33 years)

- ***Length of time your firm has been providing the proposed services***

  Insight Response:

  33 years

- ***Total number of clients that your firm currently supports***

  Insight Response:

  Insight generated $8.3 billion in net sales in 2020. As a publicly traded company, Insight Enterprises, Inc., including its subsidiaries, may disclose company information only in accordance with rules of the Securities Exchange Commission. It is not a standard business practice for Insight to disclose our client information contained in contract agreements with other companies out of respect to our business partners. Regulators have issued stringent regulations for public companies governing the release of information. Only information, to include financial data, operating data, client base and market segment data, that has been released to the public in the form of press releases or SEC filings will be disclosed to third parties.

  - ***Total number of public sector clients that your firm supports presently***

    Insight Response:

    Insight generated $8.3 billion in net sales in 2020. Of this figure, 13.8% was Public Sector revenue. As a publicly traded company, Insight Enterprises, Inc., including its subsidiaries, may disclose company information only in accordance with rules of the Securities Exchange Commission.

  - ***Total number of clients supported in California***

    Insight Response:

    As a publicly traded company, Insight Enterprises, Inc., including its subsidiaries, may disclose company information only in accordance with rules of the Securities Exchange Commission.

  - ***Total number of clients in the County of Los Angeles***

    Insight Response:

    As a publicly traded company, Insight Enterprises, Inc., including its subsidiaries, may disclose company information only in accordance with rules of the Securities Exchange Commission.

- ***Total number of local/state/Federal government clients your firm currently supports***

  Insight Response:

  Insight generated $8.3 billion in net sales in 2020. Of this figure, 13.8% was Public Sector revenue. As a publicly traded company, Insight Enterprises, Inc., including its subsidiaries, may disclose company information only in accordance with rules of the Securities Exchange Commission.

- ***Total number of clients that are of similar size to the City of Montebello with similar complexities***

  Insight Response:

  As a publicly traded company, Insight Enterprises, Inc., including its subsidiaries, may disclose company information only in accordance with rules of the Securities Exchange Commission.

- ***Personnel size:***
  - ***The number of Full-Time Employees in:***

    o Consulting
    o Installation
    o Administrative support

  - ***The number of part-time personnel in:***

    o Consulting
    o Installation
    o Administrative support

    Insight Response:

    Employee counts as disclosed in our Annual Report's filed for year ending December 31, 2020 are provided below:

	2020
Sales	3,380
Management; Support; Administration	2,820
Consulting and Delivery	4,410
Distribution	396
Total	**11,006**

- ***Any other general information about firm/business operations***

Insight Response:

As an $8.3 billion company, Insight has successfully delivered solutions to clients like CLIENT NAME for over 30 years. We consistently rank as a Fortune 500 global provider, offering integrated IT solutions through our extensive hardware, software, and services offerings. Insight has moved up 49 spots in the **2021 Fortune 500** rankings to **No. 360.**

This year marks Insight's best ranking to date, and our 12th year overall on the list; it comes as we deepen our expertise and offerings around the management of traditional devices, cloud solutions and services, and innovation through emerging technologies like the Internet of Things.

At Insight, we believe diversity is a critical component of our success. As a **Fortune 100 Best Workplaces for Diversity company**, our people are our greatest strength. We work diligently to promote a culture that celebrates and rewards creative thinking, collaborative decision making and innovative solutions. Our teammates represent a wide range of backgrounds, life experiences and viewpoints, which we believe leads to stronger teams.



Central to fostering a rich culture of diversity at Insight is a shared set of values among teammates:

- We respect and take care of each other.
- We exist to serve our clients.
- We act with integrity in all that we do.

Notable achievements

- No. 7 Forbes World's Most Admired Companies- ITS category
- Great Place to Work UK – Excellence in Well Being
- No. 95 – Human Rights Campaign Foundation's 2021 Corporate Equality Index
- Recognized as one of America's top employers for diversity by Forbes
- Insight is Number 360 on the 2021 Fortune 500 List
- Insight Lands 16 Leaders on CRN's 2021 Women of the Channel
- Australia, New Zealand and Singapore Announce Being Certified a Great Place to Work™ Company in 2021
- No. 7 in the information technology services industry on the Forbes 2021 list of the World's Most Admired Companies

- We are ranked among the top LGBTQ-Friendly employers on the 2021 Corporate Equality Index and improved our score for the 3rd year in a row
- Recognized as s Winning "W" company by the Women on Boards
- Received numerous "Best Place to Work" distinctions from industry leaders, and local and regional publications year after year
- No. 62 on the **Best Employers for Veterans list**
- No. 296 out of 750 companies on Forbes' list of World's Best Employers 2020

3. Statement regarding your understanding of the IT upgrade project and ongoing support services required by the City of Montebello

Insight Response:

Insight understands the City of Montebello is looking to build a robust information technology infrastructure for local government agencies providing services to residents, business, and other community stakeholders.

The existing network infrastructure is outdated and in need of updates, improvements, and likely redesign for a more robust, resilient, and future proof network.

The City of Montebello is seeking consultancy and services to assist with these endeavors. Proposals will be developed to assess the existing infrastructure, develop an upgrade plan to include the necessary hardware, software, and services.

The main objectives the City of Montebello wants to achieve with this project are:

- Improve the City's overall IT efficiency and effectiveness
- Improve System Redundancy/Continuity of Operation
- Enhanced Cyber Security Posture
- Replace older/obsolete system components
- Develop and maintain a system capable of supporting future City Expansion
- Obtain ongoing maintenance/support services
- Develop and maintain build documentation

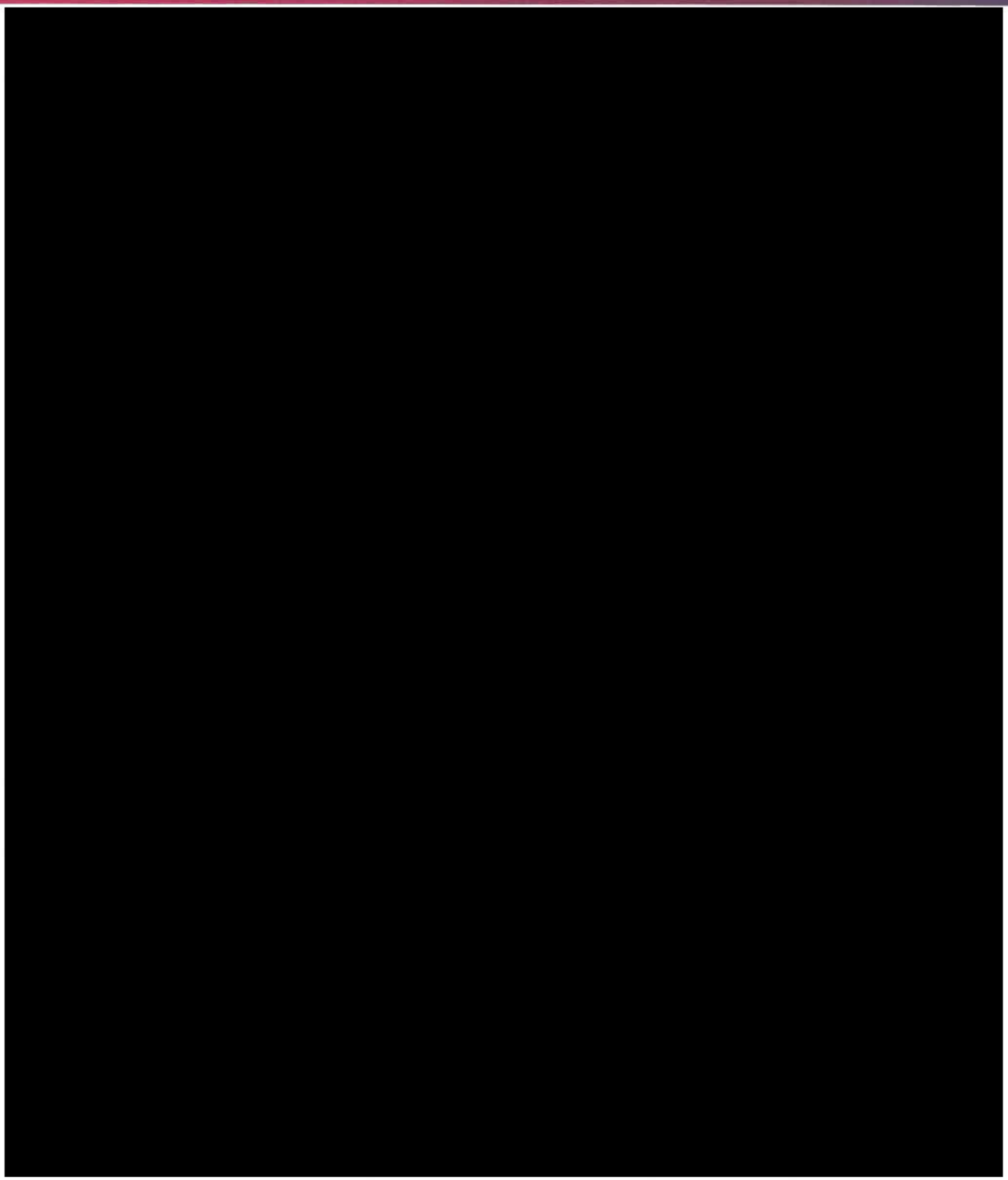
The desired outcome is to accomplish the objectives stated with an overall focus on improved network infrastructure, computer hardware, software, and services.

4. Statement Regarding Consultant's Project Management Approach and Practices

Insight Response:

Account management and delivery model

Insight is your trusted advisor and partner with the proven ability to deliver from start to finish. Our scope and approach to providing the services necessary for the reliable and consistent delivery, includes a step-by-step approach that includes project management review, plan, design, implementation, operations, and project close using project management tools and processes.



Project Management relative certifications / recognitions:



Upon award of RFP, Insight would develop a detailed statement of work specific to this approach.

5. Statement Regarding Previous Work/Experience with Local (or other levels) of Government

Insight Response:



Why Insight for government?

At Insight Public Sector, we define, architect, implement and manage Insight Intelligent Technology Solutions™ that help your organization run smarter. Our strong supply chain optimization and workplace solutions combined with our data center transformation expertise and modernized applications keep your organization running, foster flexible work environments and put you at the forefront of innovation.

- Dedicated national support team
- Integration labs that provide tailored solutions to complex challenges
- Best-in-class supply chain management and procurement
- Exclusive access to low prices on contracts and technology

How our IT solutions help government

Serving a highly digital public is no easy task. Consumer demands have increased, and downtime can be a liability. Through our large network of partners, broad and deep portfolio, and multiple lab facilities, we deliver what you need, how you need it — quickly and efficiently.

- Install and refresh technology to stay relevant
- Streamline IT purchasing and license renewals
- Equip field workers with the technology they need
- Get access to leading technology providers

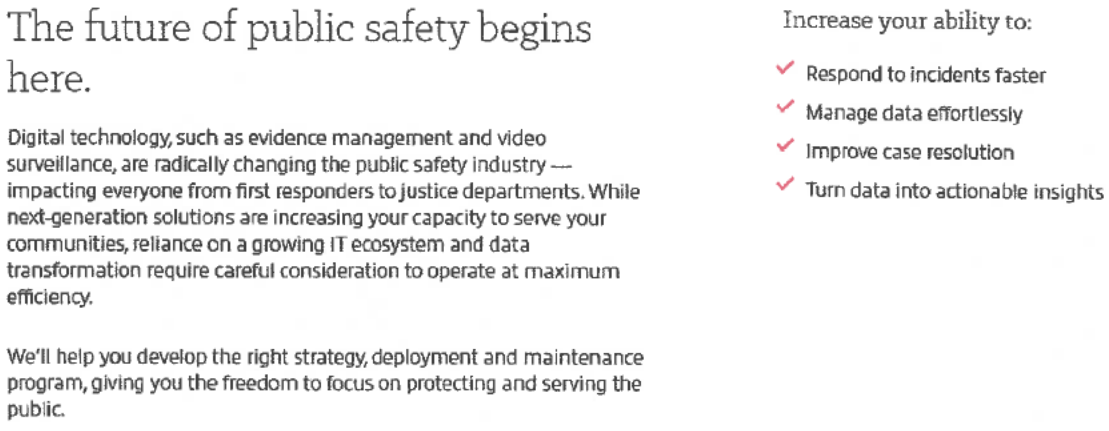


6. Describe your experience with Public Safety Systems/Criminal Justice Systems

Insight Response:

Please refer to the following Case Studies attached with our response:

- CDCT_Western-US-City_Case-Study
- CDCT_Hidalgo-County-Wifi_Case-Study
- CDCT-Services-Brief



Improved data security and reliability

With every call, case and response, your personnel collect critical text, audio and video footage. Gathering, storing, organizing and accessing it all requires reliable connections and documented protocols.

Data

How are you leveraging your data troves? We'll help you access, analyze and share it to unlock its full potential.

Cloud

We can provide your cloud instance, migrate on-premises data to the cloud and provide ongoing support with managed services.

Security

With access management, end-to-end encryption and more, we'll ensure security is built into everything you do.

Solutions for public safety



Real-time crime center

Keep a pulse on your city with dashboards and visualizations fed by diverse data sets. With a centralized system, you'll be able to determine the severity of an incident, gather all of the relevant information and send it to public safety officials in the field.

Integrate data from:

- Cameras
- 911 calls & police dispatch
- Traffic reports
- Gunshot detection sensors

Digital evidence collection and management

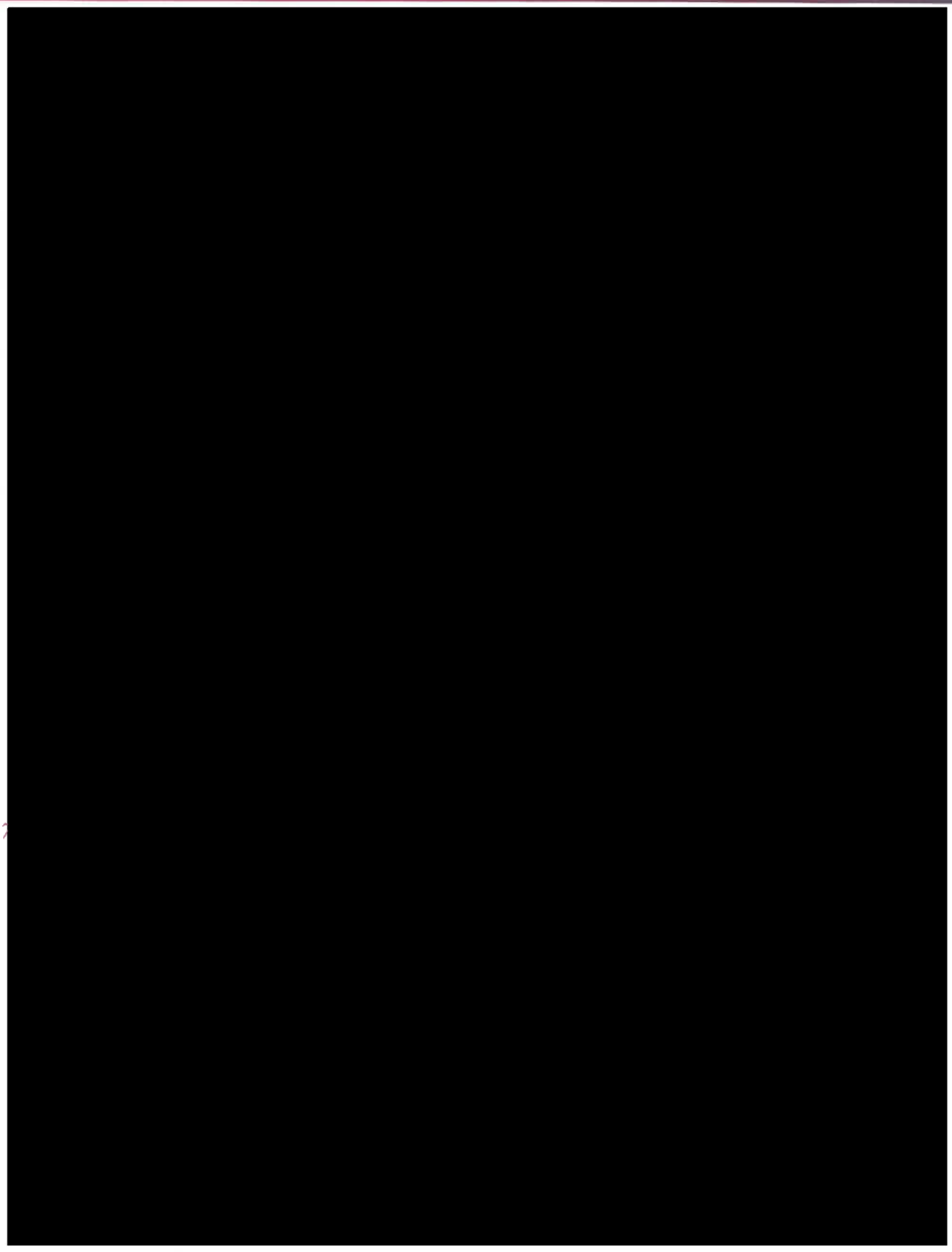
How you gather, share and organize information can have a significant impact on organizational efficiency. We'll help you build an ecosystem that is intelligent and intuitive — giving your staff the ability to create a digital file with any content you deem necessary.

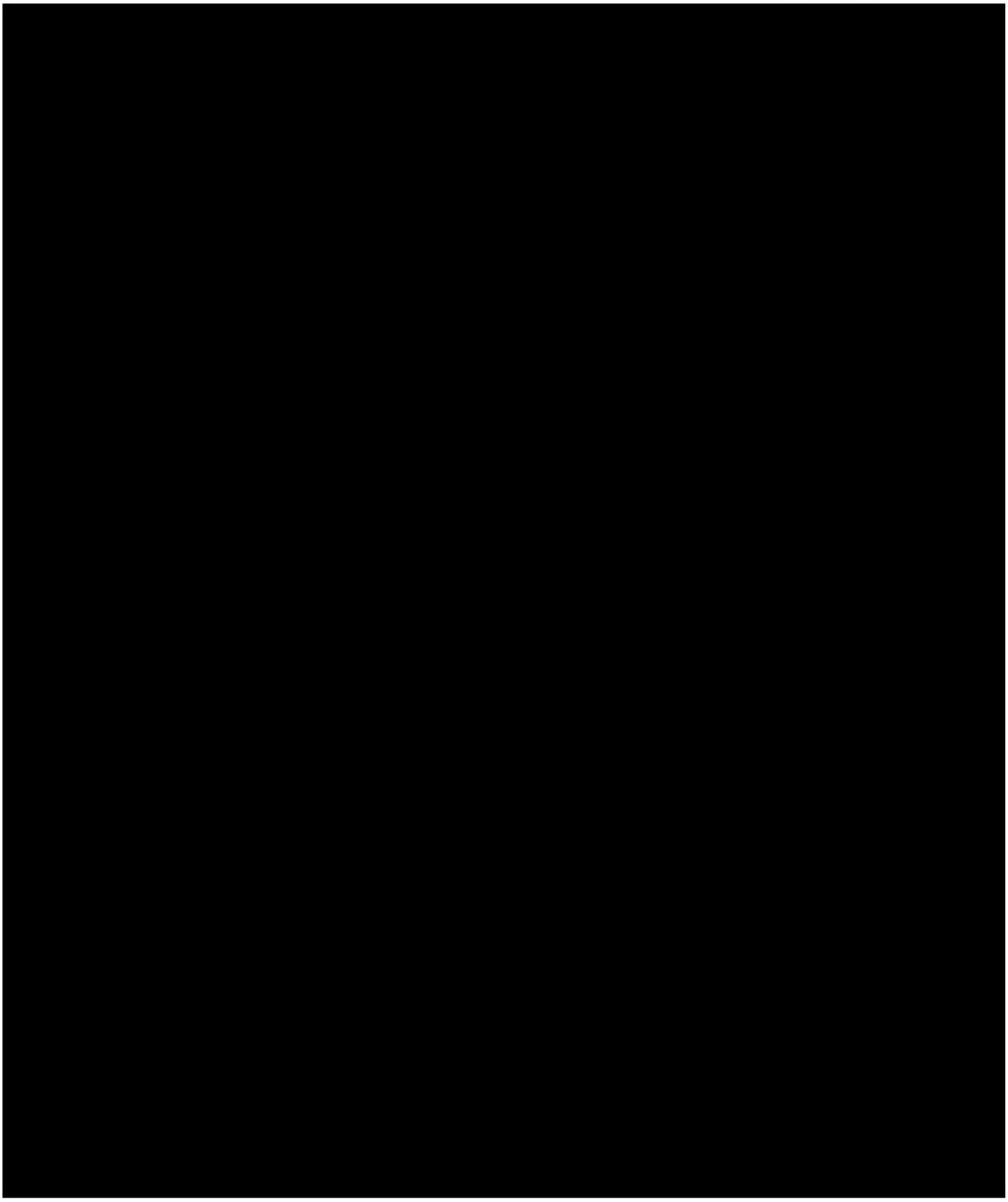
Increase your ability to share information with other departments quickly and securely in the cloud. Smart indexing software makes documents fully searchable — including video files.

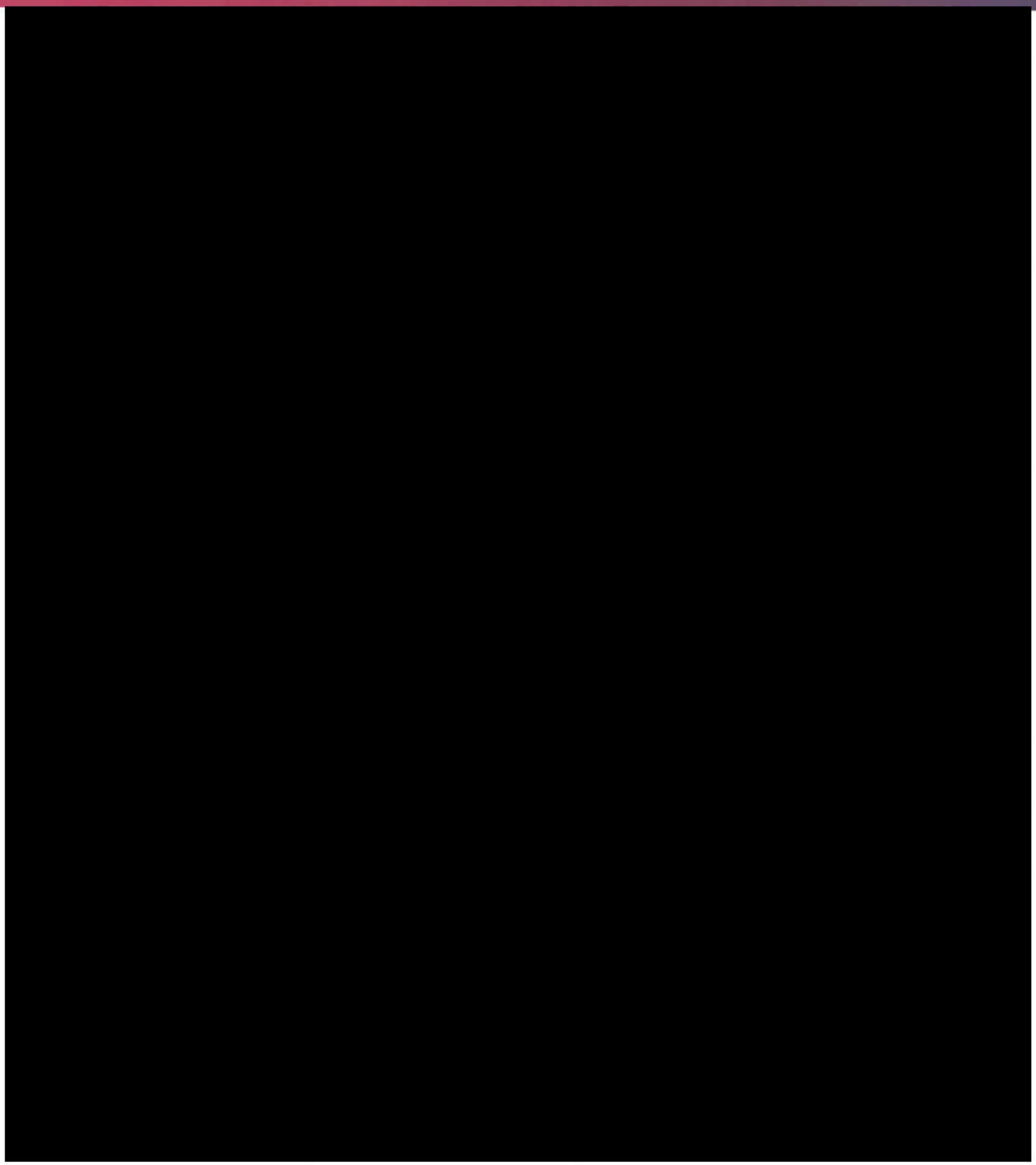
Bring together data sources from:

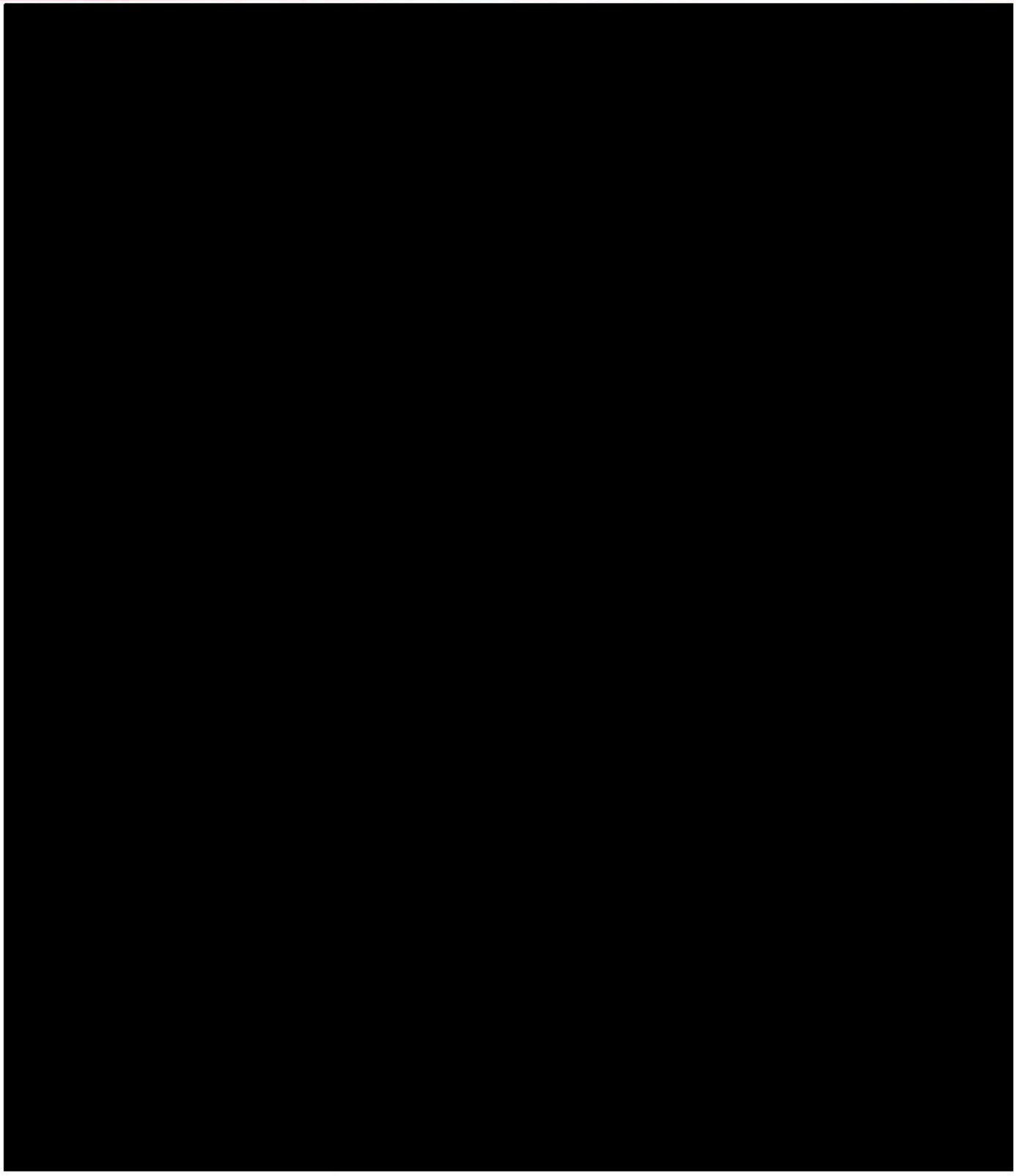
- Interview rooms
- Criminal evidence
- Court records
- Body camera footage

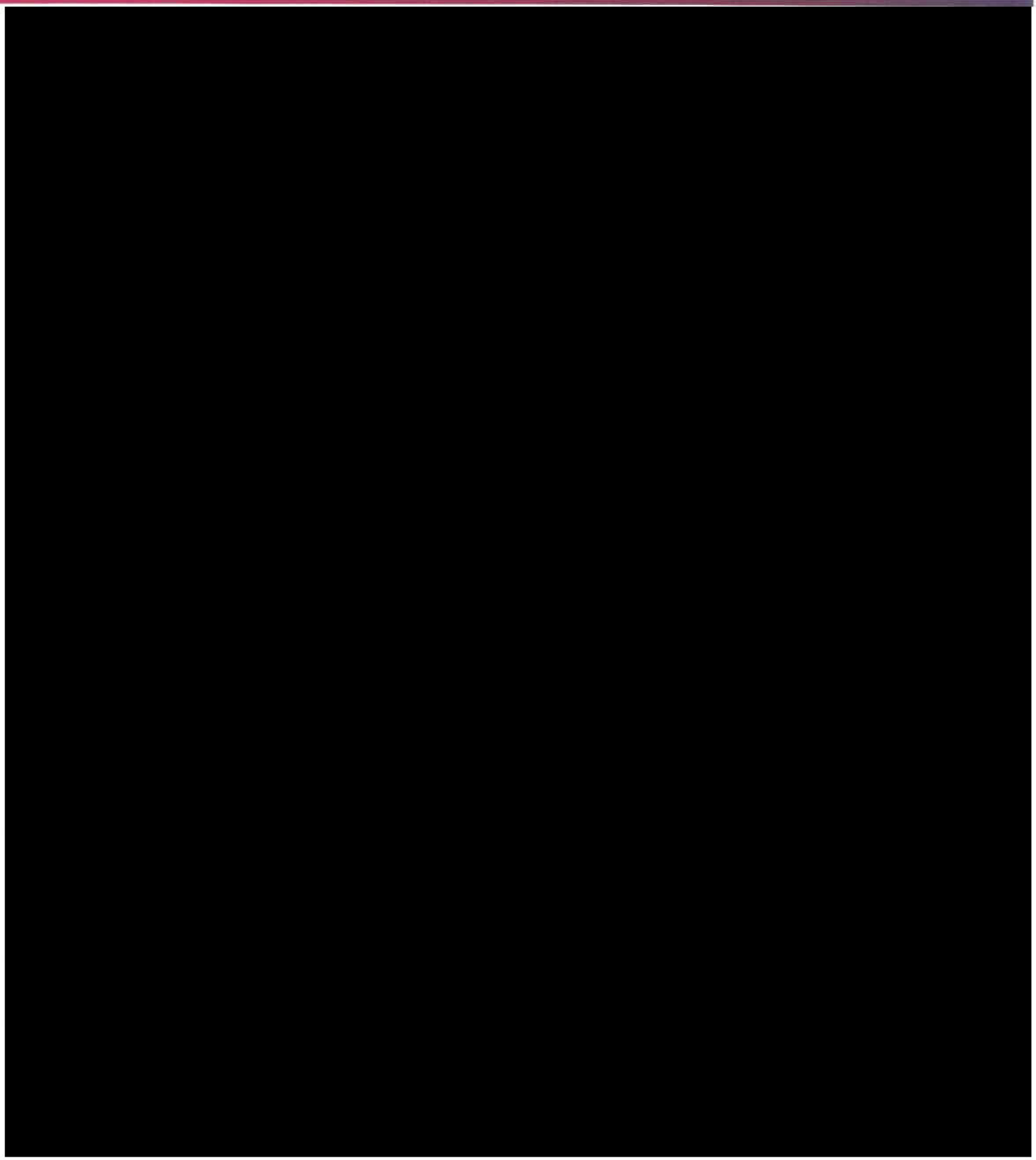


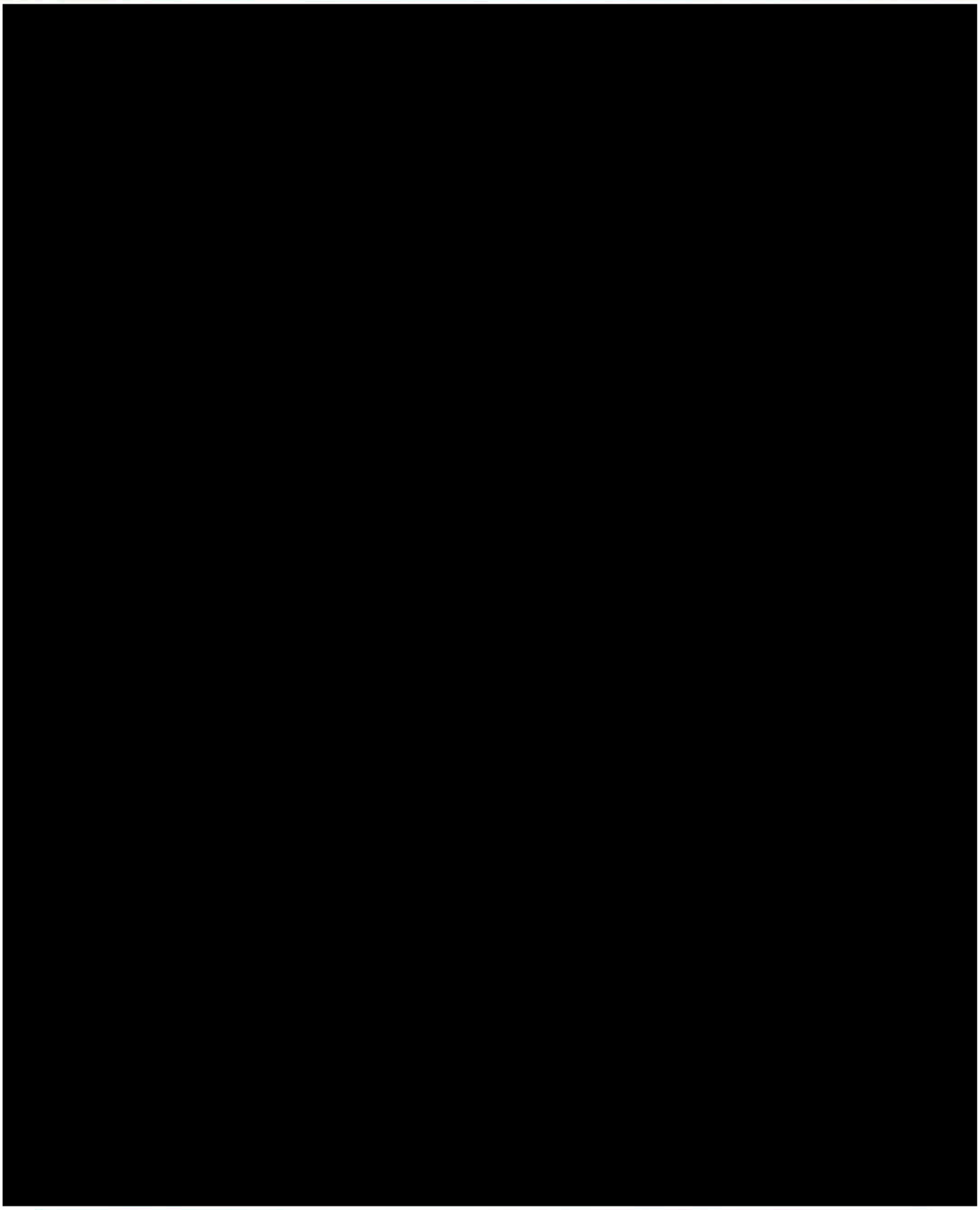


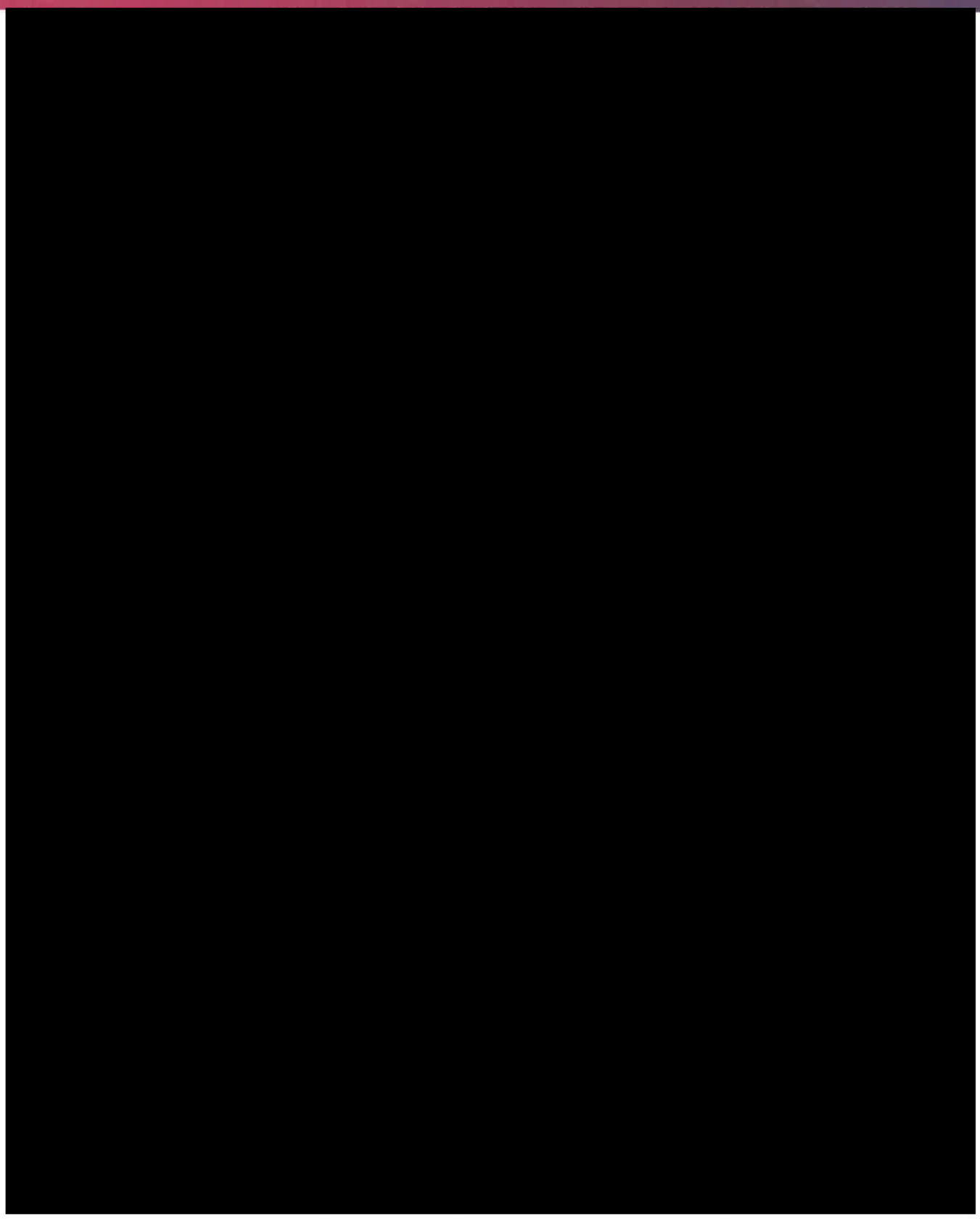












Key Personnel

With Insight, you have an experienced partner that can help you gain the most value from innovative solutions — resulting in dependable, secure, tailored outcomes that measurably and consistently increase client performance and provide cost savings. Insight acts as an extension of your team and offers a network of teammates, consulting, and professional services, with diverse certifications.

While we understand the request for named resources, Insight does not commit resources to a project until contract award. Insight has over 400 consultants who hold vendor certifications and will draw from this talent when assembling the project team. Insight's consultants maintain certifications in numerous specialty designations, including:

Key Skills / Capabilities - Certifications

Cisco Certifications

- CCIE Collaboration/Voice
- CCIE Wireless
- CCIE Data Center
- CCIE Security
- CCIE Service Provider
- CCIE R/S

Juniper Certifications – JNCIE, JNCIE-DC

Palo Alto Certifications – PCNSE7

VMWare Certifications - VCP5-DCV, VCP5-DT

Checkpoint Certifications – CCSE

Microsoft Certifications – MCIP

Key Skills / Capabilities Technologies

Core Infrastructure – R/S, Nexus, Service Provider

WAN Infrastructure – iWAN, SD-WAN, WAAS, Viptela, Meraki

Security – Checkpoint, Juniper, Palo Alto, Cisco Firewalls, ISE & Clearpass

Wireless – Cisco, Aruba, Meraki

Virtualization – VmWare, NSX

8. A Statement Regarding Why the Consultant Believes It Should Be Selected

Insight Response:

IPS brings decades of experience serving the public sector and a capable team of engineers, technology specialists, and services delivery professionals. Our lead Client Executive has working relationships with the City of Montebello IT team from David Tsuen, IS Manager, to Vo Lam, Transportation IS Analyst to help support the City's missions. We have worked with the City IT team on supplying products for the Bus Surveillance project. Additionally, since 2016 we have assisted the City on the Server Room Cooling system project, providing the equipment and ongoing maintenance.

9. Terminated Agreements/Contracts – If you have had an/a agreement/contract terminated for default within the past five (5) years, please identify and list the incidents in this section. Please provide the name of the company/firm/entity, description of items/services being provided, termination date, and a brief description of why the agreement/contract was terminated.

The City's definition of termination for default is defined as notice to stop work due to non-performance and/or poor performance, and the issue was either not litigated or was litigated, and such litigation determined the Consultant to be in default.
If no such termination for default has occurred in the past five (5) years, the Consultant must declare this as well.

Insight Response:

Insight's philosophy is to build a partnership with our clients and tailor our services to meet their needs and expectations. Insight is an $8.3 billion company who has successfully managed client contracts since 1988. Insight works to the best of our ability to complete all work awarded to us. To the best of our knowledge, Insight has not defaulted on the fulfillment of such client contracts for circumstances within our control.

10. Sub-contractors/Sub-consultants

If your firm works with sub-contractors/sub-consultants to perform the services described in the proposed Scope of Work/Statement of Work for the Project, please provide the name, full address for each sub-contractor, as well as the name of a contact person and phone number. If awarded, the City will need to provide written approval for any services offered by any and all sub-contractor/sub-consultant.

Insight Response:

Insight does not anticipate using subcontractors/subconsultants to perform the work at this time.

11. References – Using the attached template, please a minimum of three (3) references.

Insight Response:

Please refer to page two of "Addendum No. 1 to RFQual 21-1" attached with our response.

12. Additional Attachments (Optional) – Please use this section to attach any information that was not previously included identified in any other section.

Insight Response:

No additional attachments/information provided.



Case Study

A Western U.S. City Provides Free Public Wi-Fi to Underserved Students and Families

The client

The client is a city in the western U.S. that is home to more than 538,000 residents. Within the city's greater metropolitan area are five school districts as well as several collegiate institutions.

With one of the highest poverty rates out of all western U.S. Metropolitan Statistical Areas, approximately one in five residents live below the poverty line, with higher rates of poverty among families and school-aged children.

The challenge: Ensuring education and economic opportunity for students and workers

Historically underserved neighborhoods in the city face more than just health concerns brought on by the COVID-19 pandemic. Of the city's roughly 212,000 households, more than 44,000 households are in poverty and more than 32,000 households have no reliable internet access.

Between poverty, infrastructure limitations, and the effects of the pandemic, thousands of students, families, and workers have been left without reliable access to work and education.

Prior to the pandemic, the City had already been considering options for improved connectivity and next generation technologies via Smart City vision and strategy. When the pandemic hit, the city government received $3.5 million in CARES Act funding, and the conversation pivoted quickly to investing in infrastructure that will make broadband internet access available to the city's populations suffering the effects of this critical digital divide.

Industry:

Government

CDCT provided:

- Multilayered network design
- Services in partnership with leading technology vendors
- Planning and deployment of an outdoor Wi-Fi/5G solution
- Electrical remediation services and tower construction
- Expedited solutioning and concurrent phased deployment
- Ongoing network monitoring and maintenance
- Professional Services
- Support Services

Connected Workforce services:

- Labs Integration Services
- Service desk support
- National Repair Center "Hot-Swap" support

The solution: A comprehensive metropolitan Citizen Broadband Radio Service (CBRS) network with accelerated execution

The client put together a request for proposals, requiring responses include all solutions rolled into a single contract with final pricing and single-point accountability. Building on our existing 10+-year relationship with the City, Insight Cloud + Data Center Transformation (CDCT), in collaboration with Connected Workforce, Tilson Technology, JMA Wireless, Sierra Wireless, and Geoverse, won the bid for this large-scale, time-sensitive project against several leading competitors.

The Insight services team has begun Phase 1 implementation, to be completed in phases over an expedited 30–45-day schedule per federal requirements: surveys and design, cell construction, go-live, maintenance break/fix support, and transition to managed services. Beginning in early 2021, Insight teams will begin implementation of Phase 2, in which service will be expanded to add approximately 7,000 more public Wi-Fi endpoints across 50–70+ sites.

Insight teams are leading entitlement efforts with close support from third-party engineering, project management, and manufacturers. JMA Wireless is supporting the build with cutting-edge XRAN® technology, with installation and commissioning of a MIMO network spanning 40 total sites carried out by Insight and Tilson. Five thousand Sierra Wireless® AirLink® RV55 endpoint devices will be deployed in residential locations. Post-deployment, Geoverse and Sierra Wireless, in conjunction with Insight, will provide remote monitoring and end-user support for the network infrastructure and end-user devices. Additionally, Tilson will pre-stage several IoT-based gateways at selected sites in support of a Smart City-based Cisco® LoRaWAN® project initiative, leveraging additional support from Insight's Digital Innovation team.

Having performed extensive due diligence, and with a clear roadmap for execution, Insight and client teams are confident in completing Phase 1 within the federally required 30–45 day timeline.

The benefits: Free, reliable internet access for more than 12,500 city residents

Through working with Insight and strategic solution partners, the client will be able to provide free public Wi-Fi internet access to 5,000 households — more than 12,500 individuals — in Phase 1 alone. The first 5,000 endpoint devices will be installed with a specific focus on both city teleworkers and student homes to improve the community's access to education.

In Phase 2, endpoints and network core infrastructure will be deployed with a strategic focus on public transportation and other public areas to maximize resident access. The network design leverages as much existing infrastructure as possible, including cell locations on police and fire department properties, to expedite services delivery and control costs. The exceptional service delivery and rapid response of Insight teams in support of our long-time client will improve educational and economic opportunity for resident students and workers for years to come.

Benefits:

Free public Wi-Fi access for

12,500+

students and teleworkers

5 **school districts supported**

with strategic placement of in-home endpoints



Cost-effective solution design leveraging existing infrastructure

Fully managed and optimized network through an expert support team



Phase 2 implementation for 2021 to deploy

7,000+

additional endpoints and additional CBRS network sites

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CS-CTN-1.0.11.20



Our Services Portfolio

Supporting your business throughout transformation

Organizations with legacy technologies and processes simply cannot keep up with the brisk pace of business today. Modernization has become mission-critical — and the only real way to navigate workforce demands, data growth, application development requirements, security threats, and the evergreen need to compete effectively.

Modernization requires:

- Technical debt reduction
- Integration of new technologies and platforms
- Cultural change
- New operational and organizational models
- Updated governance models and processes

Businesses that use IT strategically for digital transformation will experience:

- Greater agility
- Higher productivity
- Increased resilience
- Improved customer engagement

Finding experienced partners is crucial to your success. With a complete portfolio of services and a deep bench of expertise, Insight Cloud + Data Center Transformation (CDCT) can be the resource you rely on to plan, implement, and manage technology-based change across your organization.

Why come to us

We're there for our clients through a variety of needs and challenges, including:

- M&A or other organizational changes that require new, cost-effective data center solutions
- Corporate-led hybrid strategies that compel migration and consolidation events and workload-platform alignment
- Security incidents that need investigation and proper remediation
- Modernization requirements driven by inefficiencies, cost challenges, risk levels, and much more
- Overwhelmed or underqualified IT teams that benefit from ongoing services and/or resources from a partner group

At a glance

1,500 professionals

1,200 engineers, architects & consultants

25+ years
of data center experience

300+ individual service offerings

~35,000 critical enterprise infrastructure components monitored

>1EB of data and
>1M workloads migrated since 2015

$1.5B cost savings identified for clients

1,000+ OneCall clients

Offerings and capabilities

Data center transformation and hybrid cloud

- Data center modernization
- Data center consolidation
- Hybrid cloud and multicloud
- Workload and platform alignment
- Workload migration
- Converged and hyperconverged
- Automation and orchestration
- Cloud economics
- Application inventory and dependency mapping
- Container orchestration

Data infrastructure modernization

- On-premises and cloud-based
  - Storage infrastructure
  - Storage as a Service (STaaS)
  - Backup and recovery
- Next-gen technologies
- AI/ML and GPU acceleration
- Migration
- Consolidation
- Converged and hyperconverged

Networking and security

- Operations and controls
- Compliance, risk, and governance
- Posture analysis and testing
- On-premises and cloud security
- Microsegmentation
- SASE, SD-WAN, and software-defined data center
- Next-gen firewall
- Automation
- Identity and access management
- Incident planning and remediation
- Business continuity/disaster recovery

Consulting Services
Strategy, workshops & assessments

Professional Services
Assessment, design & implementation services

Managed Services
IT operations

Support Services
OneCall Support

Meaningful solutions driving business outcomes

We help our clients modernize and secure critical platforms to transform IT. We believe data is a key driver, hybrid models are accelerators, and secure networks are well integrated. Our end-to-end services empower companies to effectively leverage technology solutions to overcome challenges, support growth and innovation, reduce risk, and transform the business.

Learn more at:
insightCDCT.com | insight.com

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SP-1.0.05.21

Insight Response_RFQual No. 21-1 IT Assessment

Final Audit Report 2021-09-09

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By:	Alissa Glass (alissa.glass@insight.com)
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Response to

RFQ for INFORMATION TECHNOLOGY ASSESSMENT AND IMPROVEMENT PROJECT

Date: **Thursday, September 9th, 2021**

Contact: **Aaron Betts – Operations Officer**
aaronb@it4ps.com

Intelesys | Ontario, CA | (888) 546-8353 | www.it4ps.com

INTELESYS
IT for Public Sector

3155-B Sedona Court
Ontario, California 91764
888.546.8353 | www.it4ps.com

September 3, 2021

Thank you for the opportunity to present our organization for the City of Montebello's information technology support services RFQ. **For nearly 4 decades**, Intelesys has been providing best-in-class technology services**.** We specialize in public sector solutions, dedicating our focus toward government and education for over 15 years. We understand the nuances that make public sector organizations – like the City of Montebello– unique, and have built our company around delivering a level of service that the public sector requires.

Intelesys is a California corporation established in 1981 offering enterprise information technology services. Our niche market focuses exclusively on public sector entities within the Southern California region. We offer fully managed solutions, outsourced IT support services, and project-based IT expertise to augment your existing IT resources.

Having thoroughly studied your RFQ requirements and with a clear understanding of the needs of the City of Montebello, we know that the city will be served best – now and in the years to come – by the managed services solution designed and implemented by Intelesys.

We appreciate the opportunity to present our organization to the City of Montebello and welcome a one on one conversation on how we can help assist in delivering IT support to the staff and residents of the city. Intelesys is comprised of a team of individuals who believe in what they do and strive to deliver the best experience on a daily basis.

Respectfully,

Rick Balzer
President
909.972.0404 | RickB@it4ps.com

*Your primary contact***:**
Name: **Aaron Betts, Operations Manager**
Direct: (909) 802-7338
Fax: (909) 305-2100
Email: AaronB@IT4PS.com

The City of Montebello

RFQ for Information Technology Assessment and Improvement Project

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Company Background

ABOUT INTELESYS



(888) 546-8353 | Fax: (909) 305-2100 | www.IT4PS.com
Intelesys is headquartered at
3155-B East Sedona Court Ontario California 91764
Serving government and education entities in Southern California
Federal Tax ID: 95-4583269
ICS Intelesys Inc., dba Intelesys,
is a **California Corporation Established in 5-1996**

With **over 25 highly trained and certified team members** (of which 85% are technical professionals), with 15 fully certified engineers and specialists, each with an average of 12 years of experience, Intelesys is able to deliver world-class support to all of our clients.

General Consultant Information

- Length of time your firm has been in business – Since 1996
- Length of time your firm has been providing the proposed services - Since 2004
- Total number of clients that your firm currently supports
    - Total number of public sector clients that your firm supports presently - 50
    - Total number of clients supported in California - 50
    - Total number of clients in the County of Los Angeles - 25
    - Total number of local/state/Federal government clients your firm currently supports - 40
    - Total number of clients that are of similar size to the City of Montebello with similar complexities – 20

- Personnel size:
    - The number of Full-Time Employees in:
    - Consulting - 5
    - Installation - 10
    - Administrative support – 5
    - Desktop support - 5
- The number of part-time personnel in: All Intelesys staff are full time employees

Our attention to detail has been recognized on a national scale by the California State University system and many technology vendors including TRA, NEC, Mitel, HP and Dell. Intelesys was proud to be named "Service Entrepreneur of the Year" by the California State University system coveted Spirit of the Entrepreneur council, an annual event devoted to recognizing excellence in the community.



Intelesys maintains a flat organizational structure with a very interactive team. Our systems are built around establishment of optimal goals, constant monitoring and measurement of goal attainment, and systems adjustment to drive goal accomplishment. We nurture a culture of rapid escalation both internally and externally with monitoring of exceptions reaching all layers of our organization including our president.

With just under 40 years' experience in our local market, Intelesys has never been involved in any litigation or received any type of fine or censure from any organization, public or private. We are a wholly owned California corporation with no pending legal activity, merger discussions, or any major business altering events.

Statement regarding of understanding for the IT upgrade project and ongoing support

For four decades, Intelesys has been providing technology solutions for entities in southern California. For the last two of those decades Intelesys chose to focus on one vertical market, government and education, to become experts in the technologies used by that market segment. As a presenter and attendee of the Municipal Information Systems Association of California (MISAC) for over 12 years, Intelesys has kept up to date on the latest trends and challenges facing local government in areas of technology.

Using the experience we have gained with our current clients, as well as the continued education we receive from multiple sources, we would begin the project for Montebello with a thorough as built analysis of what is in place and what functions the technology performs for the city. Our firm would conduct interviews with city staff to assess any requirements as well as any limitations the current systems deliver. Technology is designed to make people more efficient and productive in their roles; our designs will keep that as the primary goal.

Once the current situation is fully assessed, and the needs are gathered, Intelesys will build an ideal environment design to deliver the tools and systems necessary for staff to be supported in their positions. Upon customer agreement of the end solution, presented in non-technical jargon with easy to understand decision points, Intelesys will build a staged process to achieve the desired results. The process will focus on security vulnerabilities, priority project items, budget availability, and staff preference. Particular focus will be emphasized on the unique and mission critical requirements of first responders, EOC needs, and identified operations.

Coupled with the phased timeline, which often can be months if not years, Intelesys will design a support agreement that will optimize resources to deliver end user support, ongoing systems support, an aggressive cyber-security program, and a redundant design to allow for recovery from any outage, breach, or internal damage. Intelesys will create a fully tested plan on how to respond when, not if, any systems should be compromised. Preparation for loss is the only way to secure Montebello's data.

Each step of our process is fully documented with both a technical review of collected data and summaries to be used by the executive team and city council for justification of all technology investments. With the drive for more transparency in government, and the realization that municipalities

in general are under constant attack by malicious actors, the technology systems of the past are no longer sufficient to drive future needs. Intelesys will use the latest strategies to secure Montebello's environment, deliver cost effective solutions used in local government, and provide an ongoing support model to keep the technology current, complete with annual budgeting recommendations.

Statement Regarding Consultant's Project Management Approach and Practice

Intelesys' success is driven by our commitment to thorough understanding, planning, and delivery of solutions to our clients. This approach has led to an overall 99.2% average customer satisfaction rating over the past two years. Our 10-step process guides our project management approach and practice.

Step 1: Define the Project

Identifying the goals and purpose of the project is the critical first step. Defining the desired outcome and knowing where you want to end up is especially important at this starting step. The vision for the most successful outcome helps establish guidelines for keeping the project on the right path.

Step 2: Meet with Stakeholders

Stakeholders are anyone affected by the results of the project. It is important to identify all stakeholders and keep their interests in mind when creating the project plan. Meeting with the project sponsors and key stakeholders to discuss needs and expectations, and establish baselines for project scope, budget, and timeline sets the tone of the entire process. After receiving all the required input, a project scope is created to finalize and record the details. This document will ensure everyone is on the same page, and reduces the chances of costly miscommunications and unexpected change orders.

Step 3: Set Goals

Once the stakeholders' needs are established, they are prioritized and specific project goals are set. These should outline the objectives of the project and the desired benefits. Solid project goals need to be specific, measurable, achievable, relevant, and include a defined timeframe (SMART). The success of the project will compare the actual outcomes to the goals determined in this step. The goals are documented, clearly communicated, and easily shared.

Step 4: Define Critical Project Milestones & Deliverables

Identify crucial moments throughout the project. These milestones will keep the project on track, on time, and within budget. Any variation from the defined stages will result in an immediate assessment and course correction to get the project back on track. An evaluation at the end of each phase will allow for minor corrections rather than a major redesign.

Step 5: Define project team and assign responsibilities

Gather team members, aligning needs and skill-set with required roles. Assigning the right person to a task will increase the likelihood of success before the project even begins. Set clear expectations for each team member and provide open communication

Step 6: Project driven by established systems

Behind every successful project, a stable and comprehensive process provides the necessary background and documentation for effective project realization. The process provides the following functionalities:

- Ability to define project tasks
- Ability to track if the project tasks are on schedule
- Effective communication with stakeholders
- Project resource management
- Budget versus Actual reporting
- Project plan for phases and tasks
- Addition of resources, time & expenses to projects as needed
- Set realistic deadlines
- Manage scope changes

Step 7: Preparation for unforeseen challenges

Every project carries some level of risk. Planning for possible setbacks allows for movement within the project should they arise. This stage also provides an opportunity to take back-up snapshots of as builts with a plan for reverting changes back if the desired outcome is not met. Carefully examining all issues upfront that will affect the project allows for last minute adjustments when needed. Being prepared for adjustments allows for the successful planning of resources and the agreed risk exposure for any planned downtime.

Step 8: Test the Solution

Every critical milestone delivers an opportunity to test the design stage for proper performance. Periodic and consistent testing will make sure the final product meets the project requirements. Each phase should be tested and accepted before proceeding to the next phase.

Step 9: Assess Project Success

This phase compares the outcomes to the desired goals from step 3, and determines the overall success of the project based upon desired outcomes. It is important to do a “post-mortem” report, even if it is only for internal purposes. Identifying what went right and what went wrong will determine what could or should have been done differently, and establish the best practices for use in future projects.

Statement of Previous Experience

Intelesys has focused on the Public Sector for the past 15 years. This focus has allowed us to successfully complete a variety of projects for our municipal and education clients. From helping clients understand the importance of not engaging in suspicious emails, to full managed IT services, we have helped our public sector clients grow in their technology support. Below you will find a highlight of the projects we have done for our clients.

Network Vulnerability and Security Assessments

For several of our municipal clients we have performed a network security assessment to uncover any potential risks that might exist. In doing so, for one city, we were able to identify various potential vulnerability entry points into the network for the Police Department from equipment managed by county facilities. Working in conjunction with those agencies we were able to mitigate those vulnerabilities.

Network Redesign and Deployment

Several Cities have engaged Intelesys to perform a network assessment due to performance issues. On several occasions, we have uncovered routing or segmenting protocols that were years old and no long served the size of network the City had grown to. Intelesys was engaged to then redesign the network and deploy a new IP scheme that would not only support the current City network but also allow them to grown in the future as the City needed. Intelesys takes pride in the redesign projects we have done have **ALL** been on time and within budget while not affecting City staff's ability to work.

Domain Migration

One of our City clients had 3 different domains when we took over the account. Each location had its own set of accounts and it was very cumbersome to keep the 3 different networks aligned with the same security standards. Intelesys combined the 3 domains into 1 with redundant Domain Controllers at each of the locations. This brought the management of hundreds of employees into one central location allowing the City to deploy policies once that would apply to ALL City employees.

Firewall upgrades

Several of our City clients had firewalls which were End of Life from the manufacturer. This provided unsafe entry points into the City networks. Intelesys was able to budget for and get deployed new state of the art firewalls with higher security for enhanced network protection. While doing this project, Intelesys audited **ALL** incoming and outgoing data traffic rules and eliminated all rules that were now obsolete.

Business Continuity

Data Backups is an often talked about topic with Cities. However, what is not talked about very often is **"when was the last time you recovered from backup?"** Many of our City clients had some kind of backup (tape, disk to disk), but they never tested if they could restore the data. With Public Record being such an important piece of the City's Data needs, it is critical that the data is available should something happen. Intelesys was able to identify the needs for the City in data retention and then developed not only a local backup / recovery solution but also one that replicates to the cloud. This solution enables the City, should anything happen to the physical servers at City Hall, to spin up their data, applications, etc, in the cloud and give employees access to it from anywhere they have internet access.

MDM Solution

With more and more applications and data being available on mobile devices, Cities are challenged with how to handle remote devices with City data on them. Intelesys worked with one of our City clients to develop a Mobile Device Management platform which allows the City to control the device remotely. Should the device be lost or stolen, the City can wipe all data from it. The data stored on the device can be contain separately so that it can be wiped without affecting the rest of the device.

PC Refresh Budgeting

One of the many challenges that the Cities face is ensuring there is enough budget each year for technology challenges as well as maintaining aging PCs for the end users. Many of our clients did not have any type of long term budgeting and would simply try to replace PCs one at a time as they failed. This was unproductive for the end user and also a challenge for Finance. Intelesys worked with a few of our City clients to develop a 5 year PC Refresh schedule so it is very clear which PCs will be replace in the coming year and the budget costs required. This has taken the guess work out of the technology PC budgeting process and allowed the Cities to keep new PCs coming in at a regular interval.

VoIP Phone Solutions

Intelesys is the largest Mitel Connect dealer for municipalities in Southern California. We have deployed VoIP phone systems for over 30 Cities in SoCal. During the installation process, Intelesys interviews and verifies the needed call flow for each department before deploying the system. This ensures that the departments have a call flow that works for them and is not simply "what we had before". The design is then presented and signed off on before the programming begins. Intelesys has deployed dozens of Vesta integrations for PD into the phones systems and fully understands the needs of First Responders availability when it comes to phones.

Cyber Security Training

Ransomware is a constant threat and the bad actors are getting trickier. One way that Intelesys has helped our City clients is a bi-annual Cyber Security Training. Intelesys spends 45 minutes walking the employees through basic items to watch out for and best practices for data handling. Afterwards, a test is given to all the employees to ensure they understand the principles being taught. In our last test, 97% of the employees passed the test.

Email Phishing Tests

As part of the Cyber Security Training, we show the employees what to look out for with suspicious emails. We give them real world examples that show how bad actors are using their emails to try and extract data or infect the network. After the training, Intelesys will send a phishing test to the City with relevant information. After our first test, one of our clients had a 40% engagement with our email. After the next Cyber Security Training that number fell to 1.5% engagement.

Public Safely and Criminal Justice System Experience

Intelesys has a wide range of experience with Public Safety Systems/ Criminal Justice systems on both network and software levels. The policies and protocols put in place are built, maintained and monitored following CJIS and NIST frameworks. Intelesys also helps protect Police Networks and the LASD PAC50 network by deploying Enterprise level firewalls with strict ACLs (Access Control List) along with ongoing monitoring of local and remote devices.

CJIS

All Intelesys engineers are CJIS certified for proper handling of sensitive data. Network level permission access for authorized staff is recommended as a Need-To Know basis. CJIS security recommendations are maintained including 2FA (Two Factor Authentication), forced password resets a minimum of every 90 days, privacy shields on computer monitors, and PC lock on idle timeout. Cyber security training and testing for staff is performed by Intelesys.

NIST (National Institute of Standards and Technology)

NIST was utilized to create standards and procedures to protect sensitive data. Core functions include identifying a need-to-know access, protecting sensitive data with secure access, detecting any data breaches, and responding with appropriate network hardening.

FIPS (Federal Information Processing Standards)

Intelesys designs and deploys enterprise and next-gen firewalls like Fortinet and Sonicwall to protect Criminal Justice information for both in-transit at rest data. Our team utilizes the highest possible security protocols available like FIPS to ensure proper encryption and access levels.

CAD / RMS Systems

Experience with a variety of data products including Mark43 and Patrol APP. Intelesys has assisted with both Project Management and deployment with redundant secure connections for high availability for Officer and Dispatcher access. Manage vendor support staff access control, troubleshooting and application needs.

Case Management Systems

Experience with a variety of data products such as Mark43, Blue Teams and IAPro delivering tight integration with Microsoft Active Directory for secure access, quick lockout and denial of access if needed. Our team performs ongoing maintenance and upgrades to ensure fully patched and secure.

Report Writing Stations

Intelesys has designed and deployed report writing stations for officers not assigned to desk. These stations allow officers access to a PC, Phone and Printer with access to all needed applications to perform their report duties efficiently and securely.

Evidence Label Printers

Our Team has experience with high performance printing devices like Zebra to accurately and securely tag evidence tied to cases. We ensure only the needed protocols are enabled and software drivers are up to date to maintain network security and optimum performance.

Police Vehicle Communications

Our team designs and installs secure in car communications systems utilizing devices ranging from Cradlepoint, PEPWAV to Nighthawk. Designs include full reporting of utilization and signal strength along with redundant Wireless carriers for best possible coverage including AT&T FirstNet for first responders.

Mobile Digital Computers

Intelesys has experience with a wide range of devices from Dell, Panasonic, GTAC and Datalux. Our team installs MDCs utilizing purpose-built mounts like HAVIS to ensure devices are secure, easy to see and operational during high speed and rough road conditions . We maintain the hardware and software on the devices to ensure optimum performance for officers during both normal day to day use and critical events.

Mobile Device Management

Intelesys has great knowledge with securing City issued cell phones utilizing a secure Mobile Device Management software. Product manufacture experience ranges from AT&T Mobile Iron, Ivanti, Manage Engine and Apple Device Manager**.** Our MDM deployments secures city issued devices by only allowing access to approved Applications and on an as needed basis. Intelesys configures alerts and can wipe the devices in the event of lost or stolen devices.

First Net cellular deployment

Intelesys assisted with migrating First Responders to AT&T FirstNet. Devices ranged from city issue cell phones, MDCs and Cradlepoints. Our team supports account portals access including devices IMEI and SIM cards.

In Car Video Recording

Advanced knowledge with both On-Premise and Cloud deployments including proper encryption, video quality, retention and categorization based on recording types. Our team manages the secure connection for video uploads to both Cloud and Local servers and maintains the authorized user access through Active Directory or Azure.

License plate readers

Intelesys has assisted with License Plate readers ranging from physical on-car cameras to software readers like Flock Safety. Our team manages and maintains the integrity of network that the secure data transmits to both officers and Dispatchers.

EOC setup

Intelesys has experience with EOC re-designs and new ground-up deployments of EOC centers including Mobile Command centers. Our staff has wired stations for Computers and Phones for Police and Fire Dispatchers and other first responders. Careful considerations are made including redundant phone and internet service as well TV monitors to view maps and live television reports.

Vesta 911 integration

Intelesys has extensive knowledge with integrating 911 vesta systems with both call recording and VOIP phone systems. VOIP deployments range from standard Analog, PRI/QSIG and SIP. Clients benefit from centralized dial tone for non-emergency/business lines as well as Dispatcher ability to extension dial other PD or City Staff. Our call recording integrations range from physical wiretap to network port mirroring.

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A Statement Regarding Why the Consultant Believes It Should Be Selected

Intelesys offers Montebello an experienced approach to developing and managing their next generation technology solutions. Intelesys should be selected based on the unique positioning of our firm relative to Montebello's needs.

Industry Experience

Intelesys has a clear focus on municipal clients, in fact it is part of our name, Intelesys - IT for Public Sector! Having spent almost 20 years servicing local cities in southern California, Intelesys has built much of our practice around the unique needs of the public sector, with heavy focus on first responders and cyber security. As a long time Gold Sponsor of the Municipal Information Systems Association of California (MISAC), Intelesys was honored to be a feature presenter at the conference in 2019 on the subject of "Viewing technology as an investment rather than an expense."

Staff Expertise

All Intelesys staff are CJIS (California Justice Information Services) certified for proper data handling and segregation as outlined by the FBI. Our staff, with an average tenure of 12 plus years, are well versed in applications and systems used by municipalities ranging from 911 systems, FirstNet cellular services, Net Motion remote management software, recreation software, municipal accounting systems, public works asset management, and library systems to name a few. Our team is well versed on the dynamics of supporting staff needs, executive team goals, capital improvement projects, resident interface to technology and city council expectations for communication and performance metrics.

Local Presence

Intelesys has been located in southern California since its inception in 1996. We maintain a strategic structure to provide hands on support quickly and efficiently to our clients. Our goal is to be viewed not only as a vendor, but as part of your team. Our staff live and work in our clients' communities. Our 24/7/365 response offering for our municipal clients means help is a short call away.

Security Minded

Cyber security attacks cost more than $1 trillion in the past year. Unfortunately one of the most appealing targets are local municipalities based on their size, ability to pay, reliance on data, and the traditionally low cost of investment in protection. Intelesys saw this trend coming and, in 2016, made a significant investment by having our program structure designed and consulted for by a former CIO of the FBI. No network management strategy is complete today without a significant investment and change in the way security was handled as little as two years ago.

Comprehensive and Custom Packages

The Intelesys team offers a wide range of customized options from a fully managed services package to one off custom projects. Our team is fully staffed with a relationship manager to organize all your needs in one place, project managers to drive onboarding and project completion, end user support engineers to assist staff with questions and resolution of issues, network engineers to handle the management of higher end network functions, and a support liaison dedicated to developing suggested budgets and technology enhancements. In addition, all municipal accounts in excess of 150 users have an assigned executive sponsor that will meet with your team annually to discuss direction and trends that directly apply to your organization.

Cost Effective

Current economic conditions require every organization, especially local municipalities, to be selective over any expenses. Intelesys helps ensure optimal allocation by planning to avoid unexpected expenses, presenting needs as prioritized options and in the end making the best use of available budget dollars to have the largest impact on the overall technology needs. Proactive planning will lessen the occurrence of reactive and often inefficient costs.

Terminated Agreements/Contracts

Intelesys has not had any contracts or agreements terminated for default in its entire corporate history dating back to May 1996.

Sub-contractors/Sub-consultants

Intelesys performs all work with direct company employees for consistency and control of the product.

No sub-contractors or sub-consultants will be used in this project

REFERENCES
City of Montebello
RFQual 21 - 1 Information Technology Assessment and Improvement Project
(Please complete and include with your response)

As part of the City's review for this service, staff may conduct a reference check. Please provide three (3) references the City can contact.

Organization/Agency: ____City of Big Bear Lake_____
Contact Person: ___Kelly Ent_____
Phone:__ (909) 752-2858 _____ Email: ___kent@citybigbearlake.com_____
Work Performed:_ Network Assessment services, Network redesign, Security ___
Assessment Services, Full IT Managed Services,____ Contract Value_____

Organization/Agency: ___City of San Marino _____
Contact Person: _____Paul Chung_____
Phone:__(626) 300-0708_____ Email: _____pchung@cityofsanmarino.org_____
Work Performed: Network Assessment services, Network redesign, Security ___
Assessment Services, Full IT Managed Services Contract Value_____

Organization/Agency: _____City of San Dimas_____
Contact Person: _____John Lee_____
Phone:_ (909) 394-6218 _____ Email: _____ jlee@ci.san-dimas.ca.us _____
Work Performed:___Network Assessment, Network redesign, Network rebuild,
VoIP phone system deployment_____Contract Value_____

DGS
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 2014635

Legal Business Name:
ICS, Intelesys Inc

Doing Business As (DBA) Name 1:
IntelesysOne

Doing Business As (DBA) Name 2:

Address:
3155-B Sedona Court
Ontario
CA 91764

Email Address:
rbalzer@intelesysone.com

Business Web Page:
www.intelesysone.com

Business Phone Number:
909/305-1500

Business Fax Number:
909/305-2100

Business Types:
Construction , Non-Manufacturer , Service

Certification Type	Status	From	To
SB(Micro)	Approved	04/18/2019	04/30/2022

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

Statement of Qualifications

SEPTEMBER 9, 2021

RFQ # 21-1

Submitted by:

TONY MARTINEZ

VICE PRESIDENT CYBER SECURITY SOLUTIONS

4320 West Kennedy Boulevard
Suite 200
Tampa, Florida 33609

813.454.8386
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Information Technology Assessment and Improvement Project

CITY OF MONTEBELLO, CALIFORNIA



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1. Cover Letter

September 8, 2021

City of Montebello
Finance Department
Micah Herd, Senior Management Analyst
1600 W. Beverly Boulevard
Montebello, CA 90640
Telephone: (323) 887-1200 Ext. 212

RE: RFQ No. 21-1 Information Technology Assessment and Improvement Project

Dear Mr. Herd and Selection Committee,

MGT of America (MGT) is one of the nation's premier public sector information technology solutions leaders committed to assisting government organizations, educational institutions, and other public sector organizations in optimizing their operations and hardening their security posture. MGT has the capacity, knowledge and experience needed items and services required to assess the existing IT infrastructure and implement necessary and required upgrades and improvements across the City of Montebello's (City) network. **MGT has completed hundreds of assessments for government enterprises across the United States**. We are the ideal firm to partner with the City and work with you to achieve your long-term technology objectives.

COMPANY PROFILE AND AUTHORIZED REPRESENTATIVES

Our primary for this engagement, Tony Martinez, is a seasoned infosec leader and MGT's Vice President of Cyber Security Solutions. Mr. Martinez has more than 16 years of experience in public and private sector IS and IT, leading large-scale security risk assessments, penetration testing exercises, vCISO engagements and compliance projects. You can reach Mr. Martinez directly at:

MGT Headquarters	4320 West Kennedy Boulevard, Suite 200 Tampa, FL 33609 813.327.4717 | proposals@mgtconsulting.com
Primary Contact	**Tony Martinez, Vice President Technology Solutions Group** P: 813.454.8386 I Email: tmartinez@mgtconsulting.com
Individuals Authorized to Commit Firm	**J. Bradley Burgess, Executive Vice President** 2251 Harvard St., Ste. 134 | Sacramento, CA 95815 P: 916.443.3411 | Email: bburgess@mgtconsulting.com **Dr. Fred Seamon, Executive Vice President** P: 850.386.3191 | E-mail: fseamon@mgtconsulting.com

A. Trey Traviesa | CEO and Chairman of the Board
4320 West Kennedy Boulevard, Suite 200 | Tampa, FL 33609
P: 850.386.3191 | E-mail: ttraviesa@mgtconsulting.com

Throughout our nearly half a century of providing IT services, MGT has built the insight needed to support the City with a technology path forward this is comprehensive, affordance, and executable. MGT understands the City is dedicated to ensuring safe and efficient services to their residents while improving lives and strengthening communities while being able to maintain the highest levels of security, stability, privacy. MGT will partner with the City to assist with your mission by providing a comprehensive assessment of your IT infrastructure to perform the scope of services described in this RFP.

MGT'S KEY DIFFERENTIATORS TO SUCCESSFULLY COMPLETE THE CITY'S PROJECT

- **MGT has more than 100 network and security engineers on staff with the training, experience, and certification in the most in-demand skill sets and technology platforms to conduct comprehensive assessment and provide upgrade and improvement recommendations.**
- **MGT will deliver reporting that provides a complete view into the current state of your environment with actionable recommendations and a roadmap to guide you in setting security goals and achieving your objectives.**
- **Extensive experience with large managed infrastructure environments.**
- **Project management excellence with more than 13,000 successful engagements across the globe.**
- **Partner network of more than 40 hardware and software solution vendors for maximum affordability and top-tier support to meet any requirement**

We have developed the following proposal based on the requirements provided in the RFQ combined with our extensive information technology services and assessment experience. We trust that as you review the details presented on the following pages you will agree that MGT can meet or exceed your IT assessment improvement support requirements and offers the City of Montebello the best overall value. If there are any questions or concerns regarding our qualifications, pricing, or the scope of our offering, we would be delighted to meet with you or answer written questions.

Sincerely,



J. Bradley Burgess, Executive Vice President

2. General Consultant Information

MGT Background and History

Founded in 1974, MGT is a qualified small business. has worked with thousands of public entities around the world supporting improvements in every aspect of performance and organization. To meet the growing demand for information technology services, **over the past 16 years we have built a robust and dynamic cybersecurity practice focused on bringing clients state-of-the-art hardware, software, and staffing solutions delivered by an incomparable engineering team**. Our practices are built on the application of the International Organization for Standardization (ISO) 27002 Standard, the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF), the Health Insurance Portability and Accountability Act (HIPAA) and other related standards and frameworks. We have completed hundreds of cybersecurity program development projects, technology strategic plans, security assessments, managed services engagements, and technology implementations for government agencies, institutions of higher education, school systems, health care providers and other organizations that handle sensitive protected information.

MGT has successfully delivered more than 13,000 projects through a careful balance of addressing the immediate needs of our clients, while maintaining the vision and direction toward their long-term goals and monitoring industry best practices. We are a nationally recognized firm, headquartered in Tampa, Florida, with office locations throughout the country, including a heavy presence in California.

NATIONAL FIRM **LOCAL FOCUS**

ALABAMA
Montgomery

CALIFORNIA
Sacramento | Pasadena

COLORADO
Denver

FLORIDA
Tallahassee | Tampa

GEORGIA
Atlanta

KANSAS
Wichita

ILLINOIS
Chicago

MASSACHUSETTS
Boston

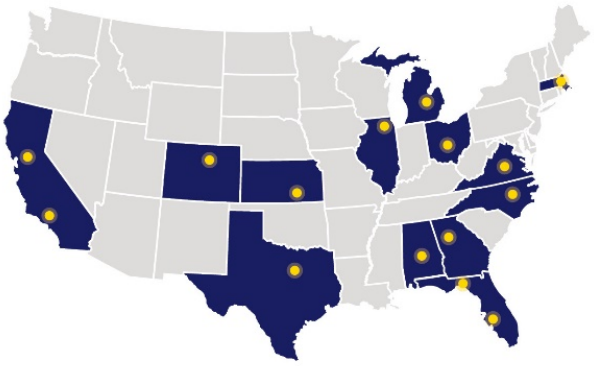
MICHIGAN
Bay City

NORTH CAROLINA
Raleigh

OHIO
Columbus

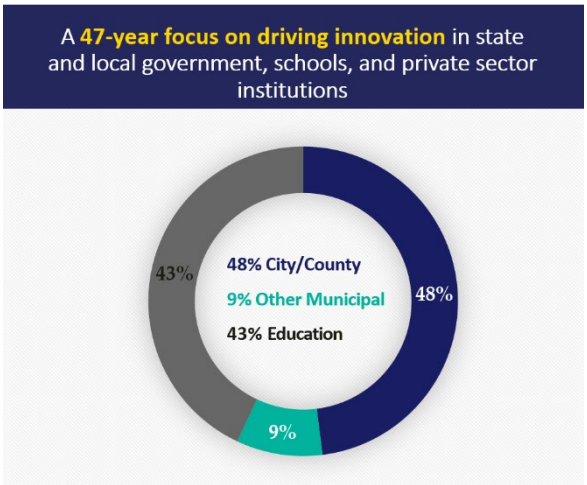
TEXAS
Dallas

VIRGINIA
Richmond



MGT's Current Client Profile

MGT's ability to excel has been driven by our expertise, quality, and our commitment to exceeding client expectations. Part of MGT's success is based upon our promise to be flexible and responsive. We are acutely aware of the political, economic, social, and technological factors that impact today's public sector clients.



MGT currently is partnered multiple public-sector organizations, school districts, higher education institutions, and state agencies across the United States to help them achieve high-value, transformational change through our capabilities and industry knowledge, all powered by technology.

MGT in California

MGT is proud to have enjoyed a long history of successful consulting engagements with California state and local government agencies, institutions of higher education, school districts, businesses, and other organizations. We have completed more than 1000 projects for more than 500 California entities. Below is a listing of our California local government clients for your reference:



Personnel Size and Availability

MGT is committed to providing responsive service and understand that time is money. Our current workload will not hinder our ability or commitment to provide the City with the same quality and timely service as received by all of our clients. Each proposed team member is available to begin your project upon receipt of a signed contract.

We have approximately 260 full time employees, including over 100 certified cyber security subject matter experts, a full marketing and sales team, and administrative HR support who have worked collaboratively to successfully deliver more than 13,000 projects through a careful balance of addressing the immediate needs of our clients

Should additional resources become required throughout the course of providing services, or should the project schedule become accelerated, MGT can draw from the expertise and resources of our entire firm of 100+ employees to help meet your needs. We will commit the resources necessary to get the job done.

MGT's Social Impact



Defined by Impact

As we do in all our engagements, we are committed to fully aligning with the City and how we maximize social impact to your community. As part of our assessment and consulting services in response to this RFQ, we are committed to delivering intentional content to the City of Montebello and providing a comprehensive assessment to assist with future upgrades to the current IT infrastructure that promotes cyber protection, data security, and performance maximization of the overall Information system, we will immediately enable the rest of the City to reach full realization of their core values:

"High Expectations - Accountability - Equity - Innovation - Integrity - Customer Service - Communication"

HOW HAS MGT IMPROVED COMMUNITIES WITH OUR IMPACT?

- ✓ Improving Lives by Advancing and Lifting Up Communities
- ✓ Safeguarding the data of hundreds of thousands of children and citizens across all of our clients
- ✓ Direct Impact on the Charlottesville, VA Community with Increased transparency of City and County police departments through 3 initiatives, including diversity in law enforcement. Five strategies are being implemented to increase and support meaningful re-entry programs, including a focus on community engagement/adoption and updated training protocols for law enforcement.

- ✓ Direct Impact on the NYC Vendor Community: In July 2019, the City achieved its goal of 9,000 City-certified M/WBEs – doubling the pool of vendors in less than three years. To date the City continues to make steady progress toward its goals of awarding $25 billion to M/WBEs by end of FY 2025, and 30% of the value of all City contracts to M/WBEs by end of FY21.

3. Understanding of the IT Project

Executive Summary of Project Understanding

The City of Montebello is seeking a qualified consulting to assess the existing IT infrastructure and implement necessary and required upgrades/improvements across the City's network. They acknowledge that technology in today's IT centric world is critical to the success of local government agencies tasked with providing services to residents, businesses, and other community stakeholders. Furthermore, the City's IT Infrastructure is involved with nearly every operation including, but not limited to public safety, traffic management, capital planning, finance, inventory management, human resources, and general record-keeping. These departments employ approximately 480 full-time and part-time personnel who serve more than 63,000 residents in the Los Angeles County. These services are critical to the City of Montebello and need to be maintained within a safe and secure IT infrastructure.

The increasing number of cyber threat landscape can threaten an organization. Hackers work tirelessly to exploit vulnerabilities created by outdated systems. The City's current IT infrastructure has not received any upgrades/improvements in several years and many system components are aging, outdated, and/or obsolete. Therefore, the ultimate goal is to assess the existing infrastructure, develop a plan for upgrades, and furnish the necessary hardware, software, and general system components to implement the proposed upgrade:

- Improve the City's overall IT efficiency and effectiveness
- -Improve System Redundancy/Continuity of Operation
- -Enhancement Cyber Security Posture
- -Replace older/obsolete system components
- -Develop and maintain a system that is capable of supporting future City expansion
- -Obtain ongoing maintenance/support services
- -Develop and maintain build documentation

With our extensive experience and certified expert cybersecurity staff, MGT can help the City with their technology path forward this is comprehensive, affordance, and executable. MGT understands the City also wants to maintain the highest levels of security, stability, privacy while supporting the needs to create secure environments that meet the challenges of today and the future. MGT knows what IT and security leaders, like the City, are facing in their day-to-day work environments because…we've been there.

We have completed hundreds of successful cybersecurity audits, vulnerability assessments, and penetration tests for local government enterprises. ***Most recently, MGT's cybersecurity expert successfully completed an information technology audit for Silicon Valley Clean Energy (SVCE)***. SVCE is a locally controlled public agency, dedicated to providing benefits to customers

and community with a focus on the advancement of new technologies which deliver their community with sustainable, new clean energy choices.

MGT worked with SVCE to design and execute a top to bottom audit of the agency's IT infrastructure, network, and data storage and to conduct a Focused Security Assessment of SVCE's information security program. We performed penetration testing of the agency's assets, vulnerability assessments, a comprehensive review of current IT policies and procedures, and a focused assessment of the agency's cyber security program. We completed a report describing the activities performed, including results of all tests, the findings and risks identified, and prioritized recommendations and next steps to mitigate the risks and increase the security posture of SVCE.

MGT's Cyber Security Solutions are specifically designed around the unique needs of government infrastructures and other public sector organizations. MGT's security assessment services give you the comprehensive understanding and insight you need to develop security controls that harden your system and keep your data safe. As experts in complex security assessment engagements, we analyze your challenges and help you assess the critical elements as they relate to the context of your organizational context.



With an award-winning track record and history of repeat engagements, our comprehensive services are tailored to meet the City's specific needs. We approach each project from your perspective because we understand every engagement demands a commitment to professional, accurate, and skilled advice. We offer the City our proven services to address the support services as they are outlined in the scope of services.

To achieve the City's as-needed requirements, MGT will plan, organize, and execute activities and tasks specific to the project that results in a body of information and data to inform and guide the City and staff to successful completion.

Our certified expert consultants will work in partnership and collaboration with the City's IT staff throughout each Phase of the project. MGT will provide guidance, direction, and our rigorous project management governance process that will ensure the quality and timeliness of deliverables. Upon completing this project, the City will receive a significantly improved/enhanced IT infrastructure that requires limited management and servicing.

4. Project Management Approach

Project Management Plan

We are project management experts who have the experience the City needs to assimilate the requirements of leadership and stakeholders and coordinate the many technical and administrative resources required to ensure successful temporary staffing project.

To ensure the City's satisfaction with each aspect of their projects we will work closely with the City's staff and project manager to manage scope, schedule, and ensure deliver of service that meet all of the City's needs to chart a path forward that reflects the goals of the organization.

To meet tight deadlines, we take very intentional measures to define milestones, responsibilities, and delivery dates in our planning process, and to track work progress against plan weekly or even daily. As soon as the contract is awarded, we enhance the project workplan that was included in our proposal by adding specific milestones, delivery dates, and consultant responsibilities. We refine this plan with input from our project initiation meeting(s) with the client. Then we conscientiously track our work progress against that plan, and employ problem solving skills, technology, and staff flexibility to react to variances between plan and actuals to meet the deadline.

Our years of experience in the public sector gives us a deep reserve of solutions to common project delays or bottlenecks. We offer these solutions to every client and are often able to prevent the most common schedule problems because we know what to expect.

In every engagement large and small, MGT adheres to a rigorous project management process that ensures the quality and timeliness of the Court's deliverables and the complete satisfaction of with every aspect of the project. Our unique methodologies are based on industry standard best practices enhanced by our vast implementation experience for schools, universities, government agencies, and private industry.



- Develop and track detailed and integrated project work schedules and allocate resources against the schedule.
- Responsible for steering the project to success working closely with the City's staff.
- Periodically apprise project stake holders of project progress and issues that require their attention.
- Assign tasks to the team and review the progress of those tasks.
- Periodically track and assess the project risks and develop plans to mitigate such risks.
- Set project quality goals and review deliverables against those goals.
- Set and monitor project budget and costs to ensure delivering the project within budget.
- Continuously communicate with project stakeholders to align them toward set project goals.

Project Governance & Communication Plan

MGT adheres to a rigorous project governance process that ensures the quality and timeliness of deliverables and the complete satisfaction of our clients with every aspect of the project. We will work closely with the Court's project manager to manage staffing and schedule and ensure delivery of qualified candidates that meet the unique needs of the Court and chart a path forward that



reflects the goals of your organization.

Key tenets of MGT's project governance protocols are:

Project Initiation: All projects begin with an initiation phase. MGT facilitates a kick-off meeting with the client team that provides the opportunity for introductions, and a setting in which to confirm project expectations and deliverables. During the initiation phase, the MGT team finalizes the project work plan, schedules, and other documentation based on client input.

Work Plan and Schedule: The work plan and associated schedule are the guiding documents for the project. Together they capture the key objectives for the project, list the deliverables, and establish the timeframe for the various activities necessary to achieve those objectives. The MGT project director and the client team both use these documents to monitor progress and ensure that the project remains on track.

Quality Control: MGT follows industry standards and best practices to ensure all project activities are conducted appropriately, all devices and functionality are properly tested, and that all project deliverables are of the highest quality. Any project activities that require physical or virtual access

to client facilities and IT infrastructure are closely managed to mitigate any risk of unintentional consequences such as loss of functionality or data breach.

Communication: Throughout this process we remain in frequent **communication** with the Court to avoid surprises or conflict. Our project teams are in regular contact with the City, providing staffing status updates and explaining any variances from the planned schedule. Additionally, MGT is committed to regular client contact through on-site meetings and/or online platforms, formal status updates, and other communications at regular intervals. *Community engagement will be critical to ensuring our recommendations are seen, heard, and embraced/supported by the City.*

Knowledge Transfer: The MGT Technology Practice is distinguished in its commitment to complete knowledge transfer. Our goal in every technology implementation project is to leave the client team better informed than they were when we arrived. All data and other collateral materials gathered and developed during the project will be provided to the client team. At the conclusion of any development activities, we will, at the client's discretion, meet with leadership to review the results step-by-step, and provide staff training and orientation so that team members are prepared to implement any recommended improvements in infrastructure or operations.

5. Work Experience

Current Relevant Experience

With our extensive, certified expert IT staff, MGT has helped our clients with their technology paths forward this are comprehensive, affordance, and executable. MGT understands our clients dedicated to transforming lives and strengthening communities while being able to maintain the highest levels of security, stability, privacy while supporting the needs to create secure environments that meet the challenges of today and the future.

Listed below are some of MGT's recent engagements providing security assessment, penetration testing and other information technology services in the past five (5) years.

SILICON VALLEY CLEAN ENERGY

INFORMATION TECHNOLOGY AUDIT

MGT worked with the SVCE to design and execute a top to bottom audit of the agency's IT infrastructure, network, and data storage and to conduct a Focused Security Assessment of SVCE's information security program. We performed penetration testing of the agency's assets, vulnerability assessments, a comprehensive review of current IT policies and procedures, and a focused assessment of the agency's cyber security program. We completed a report describing the activities performed, including results of all tests, the findings and risks identified, and prioritized recommendations and next steps to mitigate the risks and increase the security posture of SVCE.

TRANSPORTATION CORRIDOR AGENCIES OF ORANGE COUNTY CALIFORNIA

24/7 SOC SERVICES: MANAGED DETECTION AND RESPONSE SERVICES, ASSESSMENT SERVICES

MGT was selected by the Transportation Corridor Agencies to provide 24/7 SOC and NOC support with a focus on maintaining and securing their network infrastructure through our SOC on a continuous basis. MGT responsibilities encompass active management of TCA network security devices, (firewalls, intelligent switches, intrusion detection systems/devices) for proper configuration and operation

DALLAS-FORT WORTH AIRPORT

PENETRATION TESTING SERVICES

MGT provided comprehensive penetration testing for Dallas-Fort Worth Airport (DFW). MGT's testing probed the exploitable vulnerabilities of the airport's assets which include networks, Internet of Things devices and Industrial Control Systems (ICS) /Supervisory Control and Data Acquisition (SCADA) systems. Testing methodologies and procedures conformed to the NIST Special Publication 800-115 and met the Audit Requirement of International Organization for Standardization (ISO) 27001 and Payment Card Industry Data Security Standard (PCI-DSS). DFW is the fourth busiest in the world by aircraft movements and the fourteenth busiest airport in the world by passenger traffic.

MICHIGAN – MULTIPLE COUNTIES

COUNTY-WIDE SECURITY RISK ASSESSMENT AND PENETRATION TESTING

MGT is conducting NIST-CSF-based security risk assessments and network and application penetration testing across many counties in the state of Michigan. (Bay, Marquette, Macomb, Lapeer, Emmet, Cass, Lenawee, St. Joseph's, Oakland, Midland, Newaygo, Jackson, Saginaw, Cheboygan, Antrim, Grand Traverse, Lenawee, Leelanau, Oceana, Alcona, Van Buren Counties and more.)

LOWER COLORADO RIVER AUTHORITY

PENETRATION TESTING

MGT designed and executed comprehensive Black Box and White Box penetration testing of LCRA's information technology assets, including GMS, EMS, SCADA, DCS and other operational environments. We conducted a full security assessment of the LCRA environment based on NIST-CSF and our custom MGT Cybersecurity Maturity Model. MGT delivered a Final Report that included an executive summary, visualizations, and a detailed technical report with a cybersecurity roadmap and prioritized recommendations to remediate deficiencies.

CITY OF SCOTTSDALE ARIZONA CITY AUDITOR'S OFFICE

POLICE TECHNOLOGY SERVICES IT GENERAL CONTROLS AUDIT

MGT assisted the City of Scottsdale City Auditor's Office in performing an audit of IT general controls over Police Technology Services. The audit scope encompassed assessment of key controls relating to the Scottsdale Police Department's IT operations, such as logical and physical security, system and antivirus update and patching, mobile device security, backup and recovery, and change management. The Police Department's technology group, which is staffed by 9 employees, supports departmental systems for more than 600 Police employees. The department also receives network, technology asset and infrastructure support from the City IT department.

COUNTY OF GRATIOT MICHIGAN, FRIEND OF THE COURT

INDEPENDENT SECURITY AUDIT

MGT performed an independent security audit for the Gratiot County Friend of the Court and Prosecutor's Office. The purpose of the audit was to determine the degree to which information system security controls are correctly implemented, whether they are operating as intended, and whether they are producing the desired level of security. The audit evaluated security against the security controls found in IRS publication 1075, NIST SP 800-53, and the Court's security policies and procedures

6. Public Safety/Criminal Justice System Experience

We are critical infrastructure experts as well as leaders in security assessment and compliance. Our current and recent cybersecurity clients include ***Dallas Fort Worth Airport*** where we provided comprehensive penetration testing of all airport assets including ICS and SCADA, the ***Rhode Island Airport Corporation*** where we executed a NIST-based security assessment and developed a cyber security roadmap, the ***Transportation Corridor Agencies of Orange County*** where we provide 24/7 managed detection and response services, and ***Tampa-Hillsborough County Expressway Authority*** where we implemented a full assessment of their ICS environment to define the security posture of the infrastructure they manage.



7. Assessment Methodology

MGT's Assessment Work Plan and Methodologies

MGT's Security Solutions are specifically designed around the unique needs of governmental and other public sector organizations. MGT's Cyber Security Office partners with your existing security staff to transparently expand your IT footprint. Our 24/7/365 services will improve your security profile, reduce your costs, and help you drive risk out of your systems. Customized for the requirements of each organization, our ala carte services include:



Our Cyber Security Office program has been designed to support security teams in augmenting the aspects of their infosec program they need help with and empower them to build and maintain a sustainable security posture over the long-term.



We help create "non sticky" security solutions so that security teams can be in control of how to evolve their program without having to be tied to outsourced resources. The result is an information security program that is tailored for your current needs, phased appropriately

according to client priorities, resources, and limitations, with buy-in from across the organization, and designed to harden security in an efficient manner.

Phase 1: [redacted]

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[1] The Center for Internet Security: *Critical Security Controls for Effective Cyber Defense*

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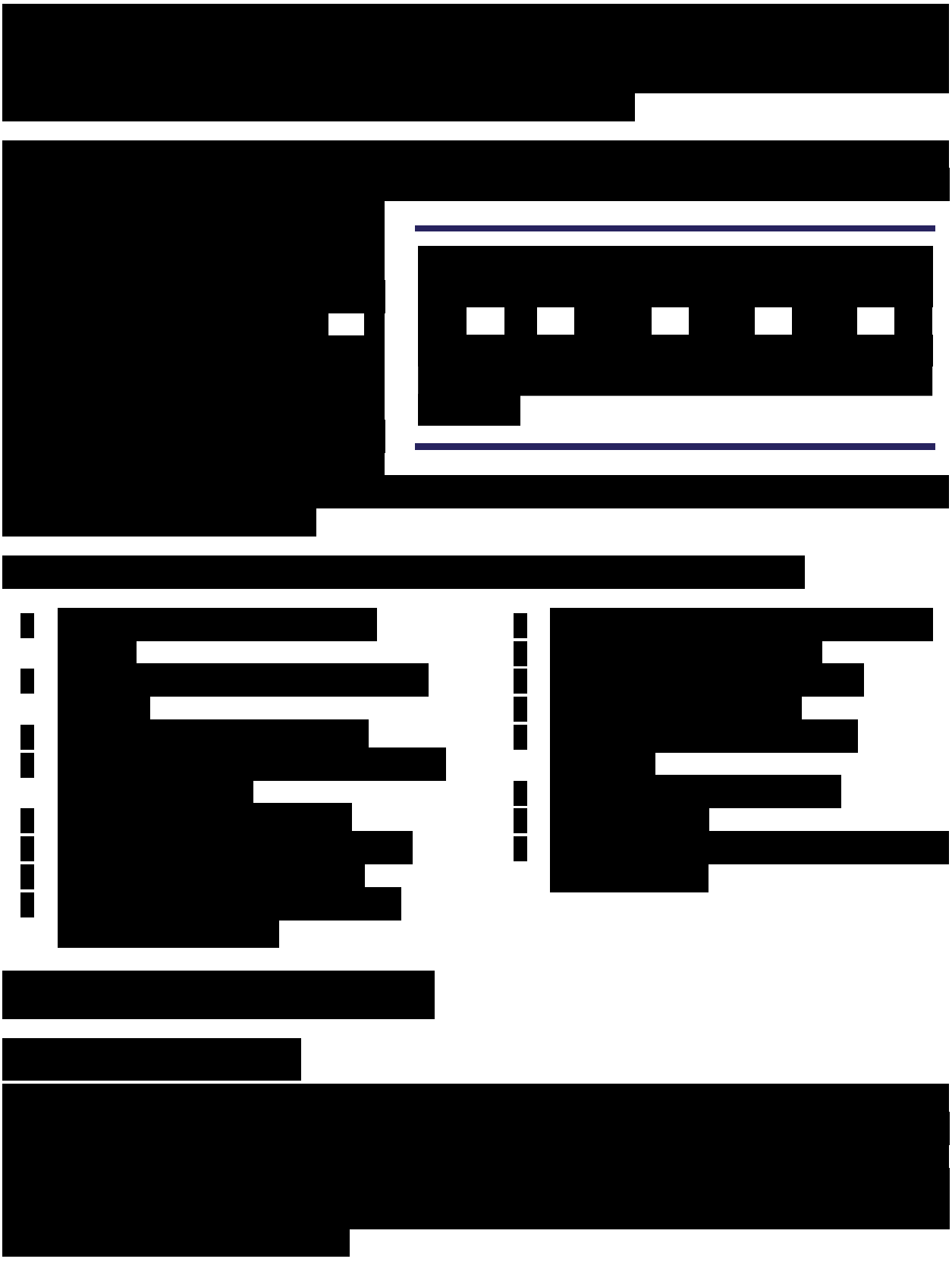



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Why Choose MGT?

MGT's Overall Capabilities

Throughout our nearly half a century of providing consulting services, we've produced more than 13,000 solutions for our clients. We understand that although our clients may be vastly different, best practices in organizational effectiveness have no boundaries. Regardless the "umbrella", our consultants help navigate risk, capitalize on opportunities, and achieve successful outcomes – regardless of economic or funding fluctuations.



Large Pool of Certified Subject Matter Experts

MGT is distinguished by our large staff of more than 100 network and security engineers who are trained, certified and experts with high in-demand skill sets and technology platforms. They are all seasoned, certified experts, working in the "security trenches" in complex IT environments. Our network and security engineers' training span multiple vendor solution certifications allowing MGT the flexibility to work with clients to develop optimal solutions tailored for their unique environments. We are not tied into one specialty which makes MGT recognized leaders in providing successful and cost-effective solutions to enterprise-scale clients.



Staff Experienced

MGT will augment the City's existing network infrastructure staff to provide a level of coverage that would otherwise be impractical or unaffordable. Our network experts have broad experience, ongoing training, and access to cutting edge tools and the world's most up-to-the-minute threat databases. Our staff offers White Glove service because we understand that you engagement demands a commitment to professional, accurate, and skilled expert person. Our network and security engineers are trusted advisors providing innovative solutions in an every-changing world.

Network Operations Center

MGT's managed services leverage our deep network and security engineering bench to deliver precise and proactive administrative support, threat hunting and detection, strategic and tactical incident response and remediation, and intentional communications and reporting to create a transparent and efficient convergence between our Network/Security Operations Center (NOC/SOC) and your internal resources.



9. Terminated Agreements/Contracts

MGT has no terminated agreements or contracts in the past five (5) years.

10. Subcontractor/Subconsultants

MGT of America Consulting, LLC will perform all work associated with this engagement with its own employees. MGT is committed to using subcontractors for many of our projects and we have a long and successfully history partnering with historically marginalized businesses who we treat as full partners on our project teams. Because of our internal evaluation capacity, MGT is able to complete this project without the use of subcontractors.

References

REFERENCES
City of Montebello
RFQual 21 - 1 Information Technology Assessment and Improvement Project
(Please complete and include with your response)

As part of the City's review for this service, staff may conduct a reference check. Please provide three (3) references the City can contact.

Organization/Agency: _ City of Lawrenceville, City and Police Dept_____
Contact Person: _ Kyle J Parker, Director of Information Technologies
Phone:__(678) 407 6406 Email: kyle.parker@lawrencevillega.org
Work Performed24x7 Managed Security Services including Firewall, End Point and Vulnerability Management
Contract Value: If selected as a consultant this information will be available on request

Organization/Agency: __Silicon Valley Clean Energy_____
Contact Person: _____Nik Zanotto, IT Director_____
Phone:_____(844) 474 7823___ Email: _____ Nikolas.Zanotto@svcleanenergy.org ___
Work Performed:_____ Top to bottom audit of the agency's IT infrastructure, network, and data storage
_____ Contract Value: If selected as a consultant this information will be available on request

Organization/Agency: _____ Tampa Expressway Authority
_____
Contact Person: _____ Shari Callahan, IT Manager_____
Phone:_____ 813-272-6740 X 112 ____ **Email: _____** shari@tampa-xway.com _____
Work Performed *NIST CSF Security Risk Assessment and Full External and Internal Penetration Test*
_____
Contract Value: If selected as a consultant this information will be available on request

Proposal By

AVÈRO ADVISORS

Inc. Best Workplaces Honoree 2021

Inc. 5000 — America's Fastest-Growing Private Companies

City of Montebello — Incorporated Oct. 16, 1920 — California

RFQual No. 21-1

Information Technology Assessment and Improvement Project

September 9, 2021

(865) 415-3848
info@averoadvisors.com
Averoadvisors.com
MAIN OFFICE: 512 West Broadway Ave., Maryville, TN 37801
WEST COAST OFFICE: 1036 East Caribbean Lane, Scottsdale, AZ 85255

1. Cover Letter

September 9, 2021

Attn: Micah Herd, Senior Management Analyst
City of Montebello, Finance Department
1600 W. Beverly Boulevard
Montebello, CA 90640

Dear Mr. Herd,

I am thankful for the opportunity to present our qualifications and experience to the City of Montebello. As a thriving community, the Information Technology Assessment and Improvement project is vital to your organization, and you need a dependable, enthusiastic, energetic, technically competent, and business savvy partner. More than anything, you need a partner and advisor that will stick with you through the inevitable tough times and see this project through to success. That partner is Avèro Advisors. This proposal includes stories from many similar relationships we have built with select clients over the last several years. This document presents our unique approach to problem-solving, and a methodology tailored to your specific needs.

Avèro is an Information Technology modernization firm on a mission to enable public sector agencies of all sizes to "Rethink IT." We possess expertise in delivering IT Assessments, Business Process Analysis & Redesign, Cybersecurity Assessments, IT Strategic Planning, Infrastructure Analysis, Enterprise System Consultation, and Project Management services for various government organizations. Our long-term, trust-based relationships with our clients are testimonials to our track record of providing outcome-based value to those we serve. In addition, we position our clients for success by providing strategic advisory services that help build intelligent organizations, streamline workforce operations, and achieve service excellence.

The Avèro team has completed similar scopes of work for various municipal governments across North America, such as Pittsylvania County (VA), City of Charlottesville (VA), Blount County (TN), City of Maryville (TN), City of Maricopa (AZ), City of Lethbridge (Alberta), and Union County (NC), among others.

CITY of MARYVILLE
PEOPLE are the KEY

"As you know, many companies are technically strong in all things IT but not every firm can build the relationships necessary to help an organization navigate change. Avèro excelled in this aspect. Technically strong, depth of knowledge and an ability to speak in a language management can understand. They don't use only industry terms. They took us through some discovery to make sure we got the scope right. This was incredibly important to the overall project."

Greg McClain
City Manager | City of Maryville, TN

Our team contributes the following critical factors necessary for the long-term success of this effort:

- Diverse team structure and approach that is rooted in academic knowledge and practical experience;
- Demonstrated experience in end-to-end IT infrastructure modernization;
- Proven track record and relevant IT subject matter expertise, including IT Assessments;
- Comprehensive understanding of cybersecurity needs related to City Government organizations; and
- Deep experience with City government operations, infrastructure, and cultural dynamics.

Furthermore, Avèro is a 100% independent, 3rd party consulting firm with no affiliation to software or hardware vendors – we are always in *your* corner. Our firm is a certified Minority-owned Business Enterprise (MBE) in multiple states and is a financially stable, profitable enterprise that strives to deliver significant value to our clients nationwide.

I look forward to initiating a long-term relationship with you and the City of Montebello. My cell phone number is 865-850-5451, and you can reach me at any time.

Sincerely,

Abhijit "AV" Verekar
President

Avèro Advisors
West Coast Office |10396 East Caribbean Lane, Scottsdale, AZ 85255
Home Office | 512 West Broadway Avenue, Maryville, TN 37801
Office: 865-415-3848 | Email: av@averoadvisors.com

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2. General Consultant Information

Avèro, LLC (dba Avèro Advisors), established in 2016, is an IT Modernization firm that guides municipalities and public sector clients to "***Rethink IT***." Our office locations are listed below:

- **MAIN OFFICE**: 512 West Broadway Ave., Maryville, TN 37801
- **WEST COAST OFFICE**: 1036 East Caribbean Lane, Scottsdale, AZ 85255

Avèro focuses on helping our valued clients answer critical business questions through the strategic alignment of *People*, *Process*, and *Technology*. With a deep understanding of both the cloud era and traditional technology environments, Avèro strives to build smart organizations, which empower their employees to enrich the lives of those they serve.

Avèro's professional consulting services portfolio include the following offerings:



Professional Services

[redacted]



Analysis & Strategic Planning

[redacted]

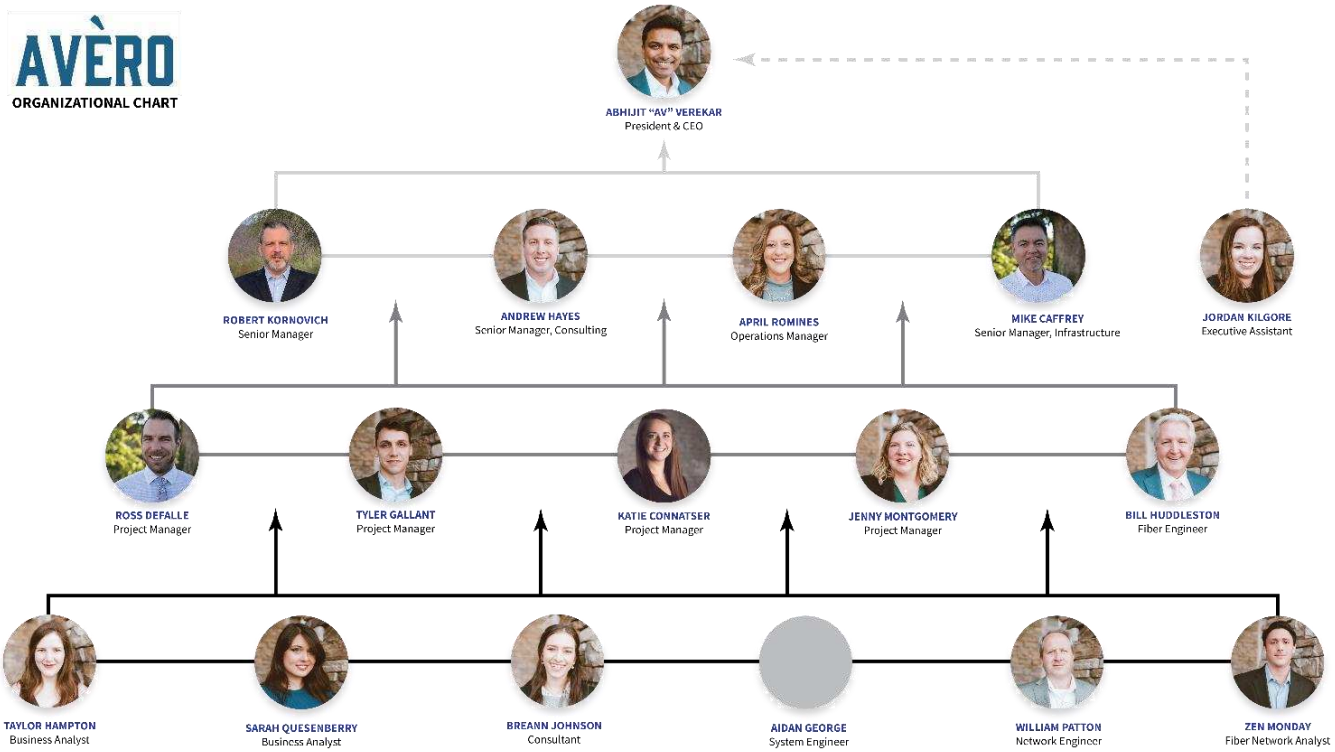


Infrastructure Support

[redacted]

Our experience grants us a unique perspective on inter-departmental interactions across organizations concerning business processes and statutory, regulatory, and discretionary analysis. Moreover, **Avèro has extensive experience working with the various departments across each organization that interface with Information Technology.**

Avèro currently consists of 17 full-time employees. The following graphic displays the organization within the company. The representation from the organizational chart is as follows: from left to right displays consultants that specialize in business analytics to those proficient in IT operations consulting and networking, and from top to bottom represents the tiers of administrative support. Our consulting team consists of three (3) business analysts to provide data analytics and deliverable development. We have three (3) project managers, specializing in business administration, that focus on the needs and goals of our clients, perform Quality Assurance on all deliverables, and provide a single-point-of-contact for communications. Additionally, our team has two (2) senior managers to ensure project deadlines and budgets remain compliant and to perform the second level of Quality Assurance on all deliverables. Lastly, our president and CEO provides overall vision and strategic goals for Avèro.



Avèro specializes in providing IT assessment services for national and international government and public sector agencies. Our Subject Matter Experts lead our team with more than 15 years of experience providing comprehensive IT infrastructure and organizational assessments, strategic planning, business process mapping & redesign, standard operating procedures, system selection & integration, and program/project management.

With 15+ years of public sector experience, Avèro's leadership team has provided IT strategic advisory services to numerous municipal government agencies across the country and successfully delivered the right results on time and within budget.



Avèro is currently being utilized by ten (10) public sector organizations to provide ongoing project management and strategic consulting services. One of those clients is located in Santa Clara County, CA. We do not currently have an established presence in the County of Los Angeles. Seven (7) of our established clients are local or state government organizations comparable in size to the City of Montebello. Avèro has extensive experience with clients similar in size and complexity to the City of Montebello, including the City of Scranton (PA), City of Maryville (TN), Maricopa Association of Governments (AZ), and Pittsylvania County (VA). The following table summarizes the information requested:

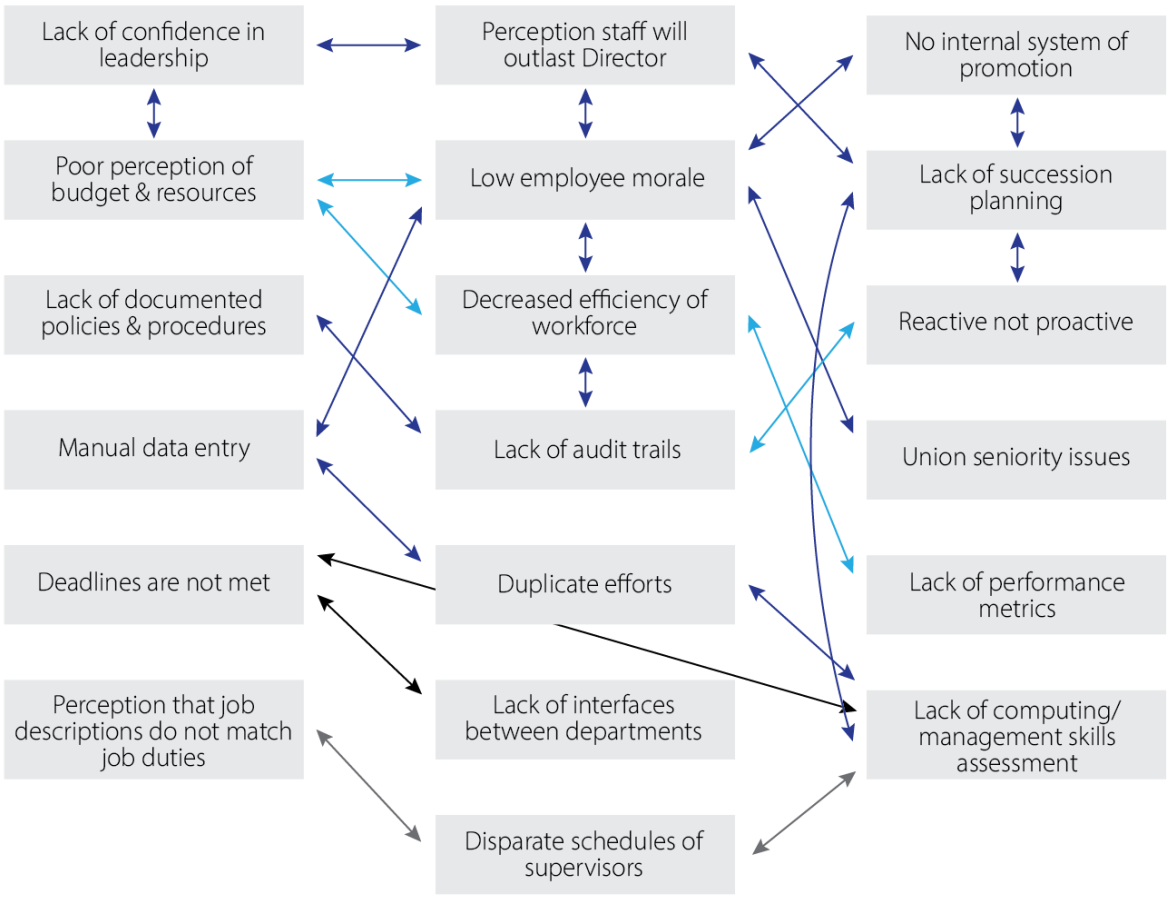
Requested Client History	
On-going Public Sector Clients	10
California Clients	1
Los Angeles County Clients	0
Local/State/Federal Government Clients	7
Similar Size & Complexity	8

Recently, Avèro has been recognized in Inc. Magazine's "Best Workplaces of 2021" for our commitment to our employees as well as our clients. Additionally, Avèro was recognized as 2019's "Best Small Business" by the Blount County Chamber of Commerce, and we are certified as a "Great Place To Work®" based on feedback provided by 100% of our employees. Avèro's President also serves on the National Institute of Governmental Purchasing (NIGP) panel for cybersecurity.

3. Project Understanding

Avèro Advisors understands the needs of the IT upgrade project and ongoing support services required by the City of Montebello. We understand that organizations such as the City of Montebello are under increasing pressure to keep up with higher service level expectations while adhering to traditionally shrinking budgets and staffing levels. Over the last several years across organizations, demand for IT services has increased, as departments seek to use technology 'to do more with less,' improve service delivery, enhance security, make data-driven decisions, and serve constituents more effectively. An increase in demand is not the only pain point that influences change within an organization. Avèro has engaged organizations inundated with manual processes with an apparent lack of modern technology, causing inefficiency, and siloed departments that foster an absence of standardization and highlight frustration and lack of control. Whether your organization is being influenced by similar increases in demand for IT-enabled services or one of the many commonly perceived issues, the City of Montebello has initiated an IT Assessment that will result in a technology roadmap guiding the City's IT-related decisions for the next several years.

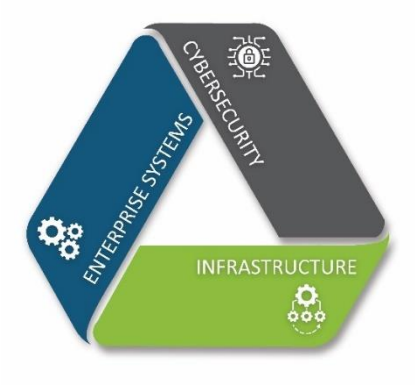
The following graphic is an example of observed pain points and perceptions found within organizations that lack sufficient IT tools to allow staff to perform as efficiently as possible:



We understand that the City of Montebello seeks recommendations on significantly improving and enhancing IT infrastructure that requires limited management and servicing. The project should focus on improving the City's overall IT efficiency and effectiveness, business continuity services, Cybersecurity exposure, and build systems that are capable of supporting future City expansion. Avèro also understands that this project will focus on improving network infrastructure, computer hardware, and computer software. The City plans to engage in a project to specifically address improving telecommunications capabilities at a later time. We will accomplish these objectives by first initiating an assessment of the current state to identify gaps in existing processes, technology, security infrastructure, staffing levels, funding, and policies & procedures. The City then expects recommendations to be delivered in the form of an implementation plan that will list actionable items to achieve those results while also identifying cost-saving opportunities. Upon completion, staff expects to receive a significantly improved/enhanced IT infrastructure that requires limited management and servicing.

The frequently used phrase, "the future is now," is even more applicable today for technology. Government agencies are acting on increasing demands and modernizing their operations at a rapid pace. The City of Montebello is poised to latch on to modernization opportunities that will not only improve internal operations but revolutionize service delivery to its citizens and businesses.

For any long-term technology strategy to be sustainable and successful, we must lay its foundations on the following pillars:



- ***Cybersecurity*** – are we resilient to cyber threats, are our employees educated and form the first line of defense, and can we recover from a cyber event quickly?
- ***Infrastructure*** – is our infrastructure modern, stable, and scalable?
- ***Enterprise Systems*** – do we have the right set of enterprise software tools to empower our employees to deliver services most efficiently?

Avèro has performed IT Assessments and IT Infrastructure projects for several Cities and Counties all over the country that are choosing to use our recommendations to guide their IT decision-making for years to come. Our unparalleled dedication to our clients is one of the many attributes that separates our firm from others. Our President and Founder, Abhijit Verekar, not only manages the work completed by his team of consultants, but he also remains active in projects throughout their duration as part of the core team. Mr. Verekar will be involved in group visioning sessions, quality assurance on all deliverables, and all significant presentations, supporting and guiding his team to deliver the best possible results for the City of Montebello.

We understand the City desires a knowledgeable, accountable, and dedicated firm to provide a comprehensive, independent, customized IT Assessment and Improvement Project plan. Dedication, pursuit of excellence, and transparency are values we live by and are confident that we are the right firm to join the City of Montebello on its journey to define a long-term technology strategy.

4. Project Management Approach

Avèro will designate a single-point-of-contact for all of our projects to ensure clear communication. Avèro will also provide a bi-weekly project update meeting including a summary of tasks completed during the reporting period and tasks perceived to be completed in the next reporting period. This update meeting will also provide a current timeline for project milestones and any foreseen areas where time may be lost or gained.

Avèro will also develop and embed a set of Quality Assurance (QA) processes to ensure deliverables meet the established performance and technical metrics of each proposed project task for this initiative. Our team will collaborate with the identified project sponsorship team to perform Quality Assurance to prevent defects and identify any issues in the deliverables and throughout the project. The outcome of QA performance will provide the City with high-quality output, eliminate waste, and increase efficiency.

Throughout the project, Avèro will position the City of Montebello for long-term success through the following critical factors:

Industry-Specific Subject Matter Expertise and Tailored Methodology – Our team of consultants has provided similar system assessment-related services to local and state government organizations for 15+ years, allowing Avèro to better understand clients' business drivers, goals, challenges, and IT and organizational needs for a high quality of service delivery and customer excellence.

Professional Project Management – Avèro's team applies industry best practices, PMP, Waterfall, Agile, and Lean/Six Sigma techniques for high efficiency and results in quality assurance & control and optimal project management processes.

Tools and Processes Framework – Avèro prepares a customized toolset of Project Management and Analysis methodology utilizing a variety of modern technologies to plan, manage, tackle, and execute projects efficiently to best meet our clients' objectives. This custom-tailored framework allows us to delineate an accurate picture of our clients' existing/potential complications within current conditions and develop a roadmap for meeting both strategic and tactical project goals to mitigate identified gaps and enhance efficiency and business continuity.

"End-to-End" Expertise – Our team of professional consultants has experience assisting clients from IT strategy conceptualization, business process redesign, system analysis, strategies and requirements definition, RFP development, proposal evaluation, and vendor selection to complete vendor and project management during implementation. A key component of ensuring our clients' success is that we bring both the technical and 'soft skills' expertise: We know how to engage people and listen for what has meaning respectfully.

Independent and Unbiased – Avèro does not have any affiliations with software or hardware vendors. We work on behalf of our clients as trusted advisors, ensuring our recommendations remain devoid of bias towards any specific technology, platform, or vendor.

Client Retention – Avèro maintains exceptional relationships with our clients by being nimble and agile in our approach, and by having the flexibility to meet their needs. Each client reference is a testimonial to our successful track record.

5. Experience - Municipality

Avèro Advisors has provided the following project summaries for projects completed with scopes related to the scope of the City of Montebello's IT Assessment and Improvement initiative. These project experiences specifically showcase Avèro's expertise in conducting IT Assessments and detail a successful track record of creating as well as implementing IT strategic plans for similar municipality clients:

Union County, NC

IT Assessment & Strategic Plan

Avèro served as the consultant to assess the current state of IT infrastructure & staffing for approximately 30 departments within Union County, NC. The scope of services included but was not limited to IT infrastructure assessment (software, systems & hardware), IT staffing analysis, SWOT analysis, and development of strategic recommendations. Avèro's team subsequently identified and documented a comprehensive IT Strategic Plan & Roadmap to guide the County's IT staffing and IT infrastructure decision-making through the next 5-7 years. Following the completion of the IT Assessment, Avèro currently manages the implementation of the ITSP for Union County for multiple projects, including the restructuring of the County's IT Department, development of IT Policies and Procedures, and phone system assessment.

City of Maryville, TN

IT Assessment & Strategic Plan

Avèro Advisors created a multi-year IT Strategy Plan (ITSP) to guide the City of Maryville to optimize its IT environment efficiently and cost-effectively. As part of the final deliverable set, Avèro's team provided the City with actionable recommendations on business process and technology improvements for all departments (Finance, Public Utilities, Public Works etc.). Avèro currently serves as the Executive Project Manager to manage the implementation of the ITSP for the City of Maryville for multiple projects, including a thorough business process analysis & redesign across all departments' operations, vendor evaluation, and selection & implementation services for an ERP suited of integrated solutions.

Blount County, TN

IT Assessment & Strategic Plan

Avèro Advisors created a multi-year IT Modernization Strategy and Plan (ITMSP) for Blount County Government that is aimed at updating the County's IT infrastructure (hardware, software, processes, and policies). Avèro's team currently serves as the Executive Project Manager to guide Blount County and its IT Department by implementing the ITMSP, including business process analysis & redesign, IT Risk Assessment, system requirements & RFP development, website redesign, network infrastructure upgrade, server virtualization, ERP system replacement, and Asset Management solution implementation. The County has achieved perfect audits throughout its five (5) years of IT modernization efforts.

Pittsylvania County, VA

IT Assessment & Strategic Plan

Avèro conducted a thorough analysis of the strengths and weaknesses within Pittsylvania County's current IT environment, including infrastructure & technologies, funding, processes, staffing levels, and service delivery model. Avèro conducted discovery sessions with various County stakeholders (e.g., Administrator, departmental heads, business process owners) within the departments and agencies to gather insights into the current-state of the IT platform. During the candid interviews, Avèro gathered data from the County stakeholders regarding their respective departments' experience with IT in terms of service delivery and identifying some of the strengths and weaknesses within the existing IT environment. Avèro also conducted a series of visioning sessions to capture "wish list" improvements for the desired future-state, where *People (Staff), Processes (Workflows), and Technology (IT Support & Business Systems)* are strategically aligned to enhance services for the community and businesses. Following the current-state assessment, Avèro developed a series of strategic recommendations to address the gaps and worked with the County executive team to finalize the IT strategies' prioritization based upon industry best practices. Once the County approved the prioritization, Avèro developed the IT Strategic Plan detailing each modernization strategy, a strategic action plan for implementation, the gaps being addressed, the research required, and an impact statement. The Strategic Plan functions as a strategic guide to lead the County's IT investment decisions over the next three (3) to five (5) years.

City of Mequon, WI

IT Assessment & Strategic Plan

Avèro served as the consultant to assess the current state of IT infrastructure & staffing within the City of Mequon. Avèro's project team reviewed the current state of the IT program by reviewing existing documentation and conducting interviews with key internal stakeholders. Following the data gathering, the project team conducted a gap analysis to identify emergent gaps between the current state and the ideal future state of the IT Program. After developing and prioritizing the proposed IT strategies, the project team prepared and presented the IT Strategic Plan Report to executive stakeholders and prepared a presentation to share all findings with the City's Common Council.

6. Experience - Public Safety Systems

Avèro Advisors has provided the following project summaries for projects completed within the scope of public safety systems and criminal justice systems. These references specifically showcase Avèro's experience in conducting IT Assessments and detail a successful track record of creating as well as implementing IT strategic plans for similar municipality clients.

Blount County Police Department, TN

Strategic Planning & Infrastructure Support

Avèro provided strategic planning services related to the Cybersecurity infrastructure within the Blount County Courthouse and Justice Center. These services included support for Spillman Records Management Software, installation of security cameras supported through Avigilon, implementation of Laserfiche EDMS, implementation of Solarwinds Service Desk, installation of fiber optic cable, and many other tasks. Avèro has been retained to provide ongoing Project Management support throughout the duration of the five (5) year strategic plan.

Union County, NC

IT Assessment & Strategic Plan

Avèro served as the consultant to assess the current state of IT infrastructure & staffing for approximately 30 departments within Union County, NC including the County's Sheriff's Office. The scope of services included but was not limited to IT infrastructure assessment (software, systems & hardware), IT staffing analysis, SWOT analysis, and development of strategic recommendations. Avèro's team subsequently identified and documented a comprehensive IT Strategic Plan & Roadmap to guide the County's IT staffing and IT infrastructure decision-making through the next 5-7 years. Following the completion of the IT Assessment, Avèro currently manages the implementation of the ITSP for Union County for multiple projects, including a restructuring of the County's IT Department, development of IT Policies and Procedures, and phone system assessment.

City of Maryville, TN

IT Assessment & Strategic Plan

Avèro Advisors created a multi-year IT Strategy Plan (ITSP) to guide the City of Maryville to optimize its IT environment efficiently and cost-effectively. As part of the final deliverable set, Avèro's team provided the City with actionable recommendations on business process and technology improvements for all departments (Police Department, Finance, Public Utilities, Public Works etc.). Avèro currently serves as the Executive Project Manager to manage the implementation of the ITSP for the City of Maryville for multiple projects, including a thorough business process analysis & redesign across all departments' operations, vendor evaluation, selection & implementation for an ERP suited of integrated solutions.

City of Lethbridge, Alberta, Canada

Records Management System (RMS) Assessment

Avèro served as the consultant to assess the current state of the FDM Records Management software that the City's Fire & Emergency Service teams utilized to support their daily operations. Our team subsequently assisted the City in identifying system needs and developing a comprehensive list of requirements for the future procurement and implementation of an RMS solution.

City of Mequon, WI

IT Assessment & Strategic Plan

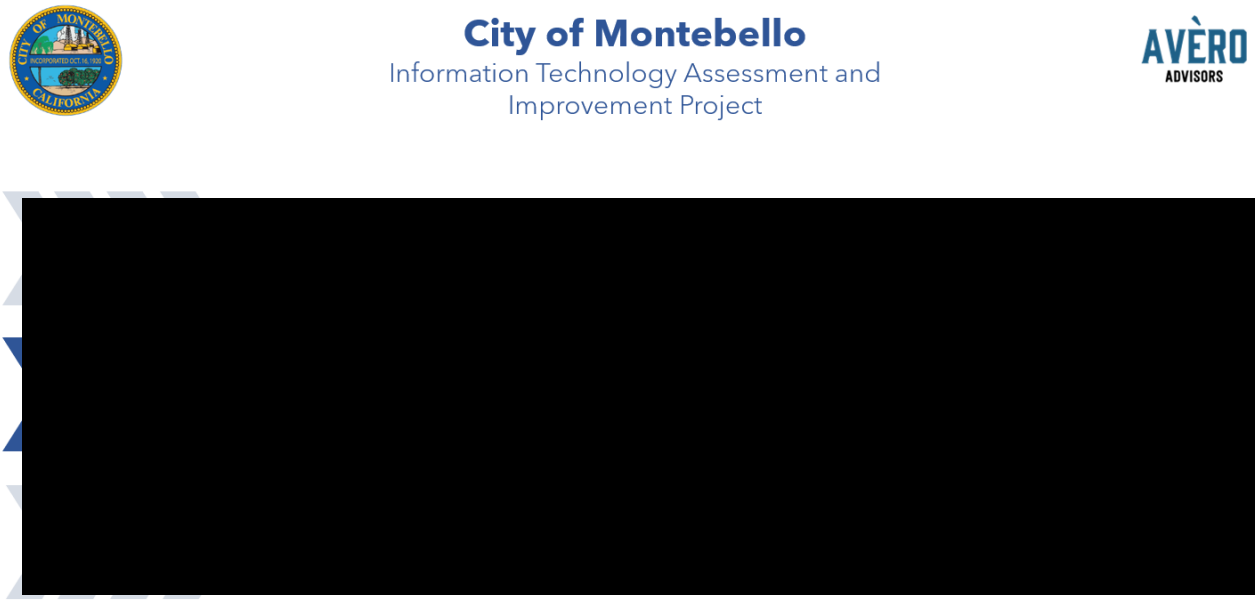
Avèro served as the consultant to assess the current state of IT infrastructure & staffing at the City of Mequon's Police Department. Avèro's project team reviewed the current state of the IT program by reviewing existing documentation and conducting interviews with key internal stakeholders. Following the data gathering, the project team conducted a gap analysis to identify emergent gaps between the current state and the ideal future state of the IT Program. After developing and prioritizing the proposed IT strategies, the project team prepared and presented the IT Strategic Plan Report to executive stakeholders.

7. Methodology

[redacted]

Avèro makes every commitment to maintaining a high-quality and superior service level for every project with the clients we serve and champion for. **Our firm strives to remain an independent, 3rd party consulting firm with no affiliations to software or hardware vendors whatsoever, which ensures that our objective strategic recommendations will be tailored exclusively to the City of Montebello's specific needs.** Furthermore, Avèro strives to maintain constant communication with clients by employing multiple methods to ensure that surprises and delays can be mitigated at any point during the project.

Below is an overview of Avèro's proposed methodology for the City of Montebello:



In response to CDC guidelines related to COVID-19, all project tasks within our proposed methodology may be performed remotely or on-site. We welcome feedback from the City of Montebello to ensure compliance with the project's requirements and the City's business needs. Avèro remains flexible and committed to providing practical solutions that align with the City's business goals in a timely and cost-effective manner.

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[redacted]	[redacted]
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SAMPLE

[redacted]

Project Team

For this engagement, Avèro Advisors has put together the following team of qualified professionals who possess the knowledge and demonstrated expertise within IT assessment and strategic planning disciplines.



Abhijit Verekar | Project Executive, is a certified *Project Management Professional* (*PMP*) with 15 years of experience serving the public sector as an IT advisory professional. He has extensive experience leading IT and organizational modernization initiatives with State and Local government agencies across the United States. Over the years, he has helped his clients achieve significant efficiencies through IT strategic planning, cybersecurity, business process redesign, project management & implementation, and general advisory & stewardship when dealing with substantial organizational and technological changes (e.g., teleworking support to response to COVID-19 pandemic).



Andrew Hayes | Senior Manager, is a certified *Project Management Professional* (*PMP*) with Master's degrees in Business Administration (MBA) and Organizational Development (MOD). His experience includes 15 years of successfully leading Organizational Change Management and IT Modernization projects in the public, private, and nonprofit market sectors. He employs an appreciative approach to consulting that facilitates the identification, prioritization, and resolution of critical challenges, whether People, Process or Technology-driven. He creates value by establishing collaborative, cross-functional partnerships that focus on organizational strengths and continuous improvement opportunities.



Tyler Gallant | Project Manager possesses extensive experience working in the Information Technology and Services industry. He has completed projects for organizations that have included IT & organizational infrastructure analyses, data analyses, gap analyses, SWOT analyses, business process redesign & mapping, requirements analysis & development, and project/program management. He provided project management and advisory services for various strategic planning projects involving government organizations, including City of Mequon, City of Maricopa, City of Macedonia, and Union County.



Mike Caffrey | Senior Technical Consultant, is a Senior IT Consultant with over 22 years' experience overseeing efficient, secure, and cost-friendly IT modernization projects for a variety of public and private sector organizations. Recipient of InterCon 2019's "Top 50 Tech Leaders" award for significant contributions in the technology sector.



Sarah Quesenberry | Business Analyst completed her Bachelor of Science in Computer Science from the East Tennessee State University. She was engaged in providing Blount County (TN) with technical support on the implementation of ERP installation and managed the redeployment of content management software (Laserfiche), along with the modernization of computer upgrades, County-wide. She has provided analytic support services for various strategic planning and optimization projects including Blount County, City of Mequon, Pittsylvania County, and Union County among others.

8. Why Avèro?

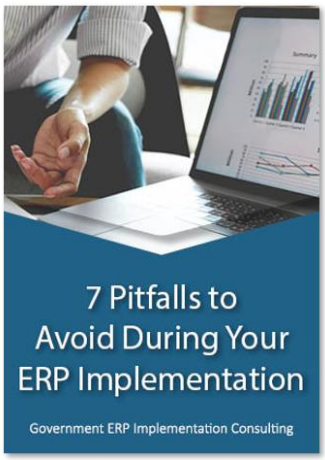
Avèro Advisors provides a well-rounded team of business savvy strategic analysts that will have the City's overall business needs and goals in mind as well as technically proficient subject matter experts with our clients' security as a top priority.

Team – Our team provides consistency. What you see is what you get. We implement multiple forms of communication so that our clients are never found in the dark.

Focus – We maintain focus on what really matters: you! From project planning to deliverable development to implementation, we custom tailor our approach to meet your organization's business needs and goals.

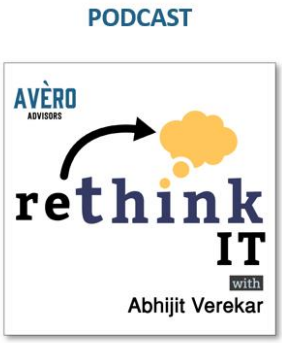
Independent – We remain unaffiliated with any software or hardware vendor to maintain a clear and independent view on our methodology. *We are always in **your** corner!*

Thought Leadership – We provide additional resources, including podcasts and articles, for our clients' benefit to discuss the general nature of technology and views on its applications for municipalities now and in the future.









9.Terminated Agreements or Contracts

Avèro ensures that we have not terminated an agreement or contract in the past five (5) years.

10. Sub-Contractors

Avèro will not be using a subcontractor for the work performed on any contract for the City of Montebello.

11. References

Avèro has attached the following references sheet in compliance with the RFP.

REFERENCES
City of Montebello
RFQual 21 - 1 Information Technology Assessment and Improvement Project
(Please complete and include with your response)

As part of the City's review for this service, staff may conduct a reference check. Please provide three (3) references the City can contact.

Organization/Agency: Union County, NC
Contact Person: Mr. Christopher Liersaph, Assistant Director of IT
Phone: (704) 283-3635 **Email:** christopher.liersaph@unioncountync.gov
Work Performed: Information Technology Assessment & Strategic Plan
Contract Value $ 150,000

Organization/Agency: City of Maryville, TN
Contact Person: Mr. Greg McClain, City Manager
Phone: (865) 273-3401 **Email:** gmcclain@maryville-tn.gov
Work Performed: Information Technology Assessment & Strategic Plan, ongoing support services
Contract Value $1.5 million

Organization/Agency: Blount County, TN
Contact Person: Mr. Justin McClure, Assistant Director of IT
Phone: (865) 273-5730 **Email:** jmcclure@blounttn.org
Work Performed: Information Technology Assessment & Strategic Plan, ongoing support services
Contract Value $2.75 million

12. Additional Information

AVÈRO ADVISORS

ABHIJIT "AV" VEREKAR
Project Executive

AVEROADVISORS.COM | 865.415.3848 | AV@AVEROADVISORS.COM

PROFILE

IT Advisory Professional with over 15 years' experience building smart organizations that empower their operations and enrich the lives of those they serve. PMP & SME providing practical IT strategic planning, cybersecurity, business process redesign, and general advisory & project management services to more than 35 government and public sector clients across the United States.

EDUCATION

- **PMP** (Certification No. 1338765)
  Project Management Institute
- **MBA,** *Finance*
  Cleveland State University
  (Cleveland, OH)
- **Master of Commerce**, *Accounting & Finance*
  Goa University (Goa, India)
- **Bachelor of Commerce**
  Goa University (Goa, India)

KEY SKILLS

- IT & Organizational Strategy
- Business Process Redesign
- Requirements Definition
- Business Systems Selection
- Contract Negotiation
- Project Management

SELECT CLIENTS

- Blount County, TN
- Union County, NC
- Pittsylvania County, VA
- City of Maryville, TN
- City of Charlottesville, VA
- City of Macedonia, OH
- City of Maricopa, AZ
- Santa Clara County Housing Authority, CA
- Reno Housing Authority, NV
- Knoxville's Community Development Corporation, TN
- City of Lethbridge, Canada
- City of Wilsonville, OR
- State of Oregon

SELECT EXPERIENCE

Blount County, TN – *IT Modernization Program, Project Management & Support Services*
Created and implemented a multi-year IT Modernization Strategic Plan to update the County's IT infrastructure (hardware, software, processes & policies). Collaborated with various vital departments (e.g., IT, HR, Finance) to implement modernized business processes & system solutions to improve overall efficiency and service delivery.

City of Maryville, TN – *IT Assessment, Business Process Analysis, ERP Planning Services*
Performed a thorough assessment of "AS-IS" business processes, services, policies, technologies & skillsets and developed strategies to optimize the City's operations and service delivery. Guided City executives and departmental heads (e.g., HR, Finance, IT, Utilities) to plan and implement an optimal ERP suite of various integrated solutions (financial, asset, permitting & fleet management) for productivity & services enhancements.

Union County, NC – *IT Infrastructure Evaluation & Staffing Analysis*
Assessed the current state of IT infrastructure & staffing for approximately 24 departments (e.g., Finance, IT, HR, Procurement), including, but not limited to, IT infrastructure analysis (software & hardware), IT staffing review, and SWOT analysis. Identified opportunities for improvement and documented a comprehensive IT Strategic Plan & Roadmap to guide the City's decision-making in the next 5-7 years.

City of Maricopa, AZ – *Information Technology Assessment*
Analyzed "AS-IS" IT infrastructure, processes, staffing levels & operations for 8 key City departments (e.g., Administrative Services, Finance, HR, Economic Development). Identified disparities between "AS-IS" & "TO-BE" states, along with opportunities for improvement, and developed an IT Modernization Plan & Roadmap to guide Maricopa's IT investment decisions in the next 5 years.

Pittsylvania County, VA – *Information Technology Strategic Plan*
Gathered technical data from interactive sessions with Pittsylvania County's IT Department and analyzed the current IT environment (hardware, software, systems, server, network security). Develop IT strategic recommendations to mitigate existing (and potential) gaps and support the County's business needs in its IT efforts to provide a better quality of service to its citizens in the next 3 years.

Legal Aid of Nebraska – *Integrated Technology Consultant*
Conducted discovery & visioning sessions with approximately 32 key stakeholders to evaluate Legal Aid's current technology landscape. Conducted a SWOT analysis to identify existing and potential gaps and opportunities for improvement regarding infrastructure and organizational structure. Developed a long-term integrated technology plan for resolving gaps and optimizing operations related to expanding access.

AVÈRO ADVISORS

ANDREW HAYES
Senior Manager

AVEROADVISORS.COM 865.415.3848 AHAYES@AVEROADVISORS.COM

PROFILE

Senior Project Manager with 15 years' experience leading change management and IT modernization projects in the public, private, and nonprofit market sectors. Expertise in establishing collaborative, cross-functional partnerships focused on both organizational strengths and opportunities for continuous improvement, whether *People, Process* and *Technology*-driven.

EDUCATION

- **PMP** (Certification No. 1239835)
  Project Management Institute
- **MBA,** *Business Administration*
  Case Western Reserve University
  (Cleveland, OH)
- **Master of Organizational Development**
  Case Western Reserve University
  (Cleveland, OH)
- **Bachelor of Science**
  Business Administration
  University of Akron (Akron, OH)

KEY SKILLS

- IT & Organizational Strategy
- Business Process Redesign
- Requirements Definition
- Business Systems Selection
- Contract Negotiation
- Project Management

SELECT CLIENTS

- City of Lethbridge, Canada
- Union County, NC
- Pittsylvania County, VA
- Blount County, TN
- City of Maryville, TN
- City of Charlottesville, VA
- City of Macedonia, OH
- City of Maricopa, AZ
- City of Alcoa, TN
- Reno Housing Authority, NV
- City of Green, OH
- City of Medina, OH
- Cascade Water Alliance
- State of Maryland

SELECT EXPERIENCE

City of Maryville, TN – ***IT Assessment, Business Process Analysis, ERP Planning Services***
Performed a thorough assessment of "AS-IS" business processes, services, policies, technologies & skillsets and developed strategies to optimize the City's operations and service delivery. Guided City executives and departmental heads (e.g., HR, Finance, IT, Utilities) to plan and implement an optimal ERP suite of various integrated solutions (financial, asset, permitting & fleet management) for productivity & services enhancements.

City of Maricopa, AZ – ***Information Technology Assessment***
Analyzed "AS-IS" IT infrastructure, processes, staffing levels & operations for 8 key City departments (e.g., Administrative Services, Finance, HR, Economic Development). Identified disparities between "AS-IS" & "TO-BE" states, along with opportunities for improvement, and developed an IT Modernization Plan & Roadmap to guide Maricopa's IT investment decisions in the next 5 years.

City of Macedonia, OH – ***Information Technology Modernization Plan***
Evaluated "AS-IS" efforts (culture, vision & mission) & technology (e.g., infrastructure, systems, resources, staffing, funding, service delivery) for various critical City departments (i.e., Finance, HR, IT, Service). Identified inherent gaps between "AS-IS" & "TO-BE" states, along with opportunities for improvement, and developed an IT Modernization Plan & Roadmap to guide Macedonia's IT investment decisions in the next 5 years.

City of Alcoa, TN – ***Information Technology Strategic Plan***
Evaluated the current state of technology environment (e.g., infrastructure, systems, processes, resources, staffing, funding, service delivery) for multiple crucial City departments (i.e., Financial Services, HR, CIS, Manager's Office). Identified disparities between "AS-IS" & "TO-BE" states and developed a comprehensive IT Strategic Plan to mitigate inherent gaps and guide Alcoa's IT decisions over the next 5 years.

Union County, NC – ***IT Infrastructure Evaluation & Staffing Analysis***
Assessed the current state of IT infrastructure & staffing for approximately 24 departments (e.g., Finance, IT, HR, Procurement), including, but not limited to, IT infrastructure analysis (software & hardware), IT staffing review, and SWOT analysis. Identified opportunities for improvement and documented a comprehensive IT Strategic Plan & Roadmap to guide the City's decision-making in the next 5-7 years.

Pittsylvania County, VA – ***Information Technology Strategic Plan***
Gathered technical data from interactive sessions with Pittsylvania County's IT Department and analyzed the current IT environment (hardware, software, systems, server, network security). Develop IT strategic recommendations to mitigate existing (and potential) gaps and support the County's business needs in its IT efforts to provide a better quality of service to its citizens in the next 3 years.

AVÈRO ADVISORS

TYLER GALLANT

Project Manager / Sr. Business Analyst

AVEROADVISORS.COM 865.415.3848 TGALLANT@AVEROADVISORS.COM

PROFILE

IT Modernization Business Analyst equipped with proficiency in creating IT Strategic Plans and engaging in Business Process Redesign, along with Enterprise System Evaluation & Implementation, for a variety of public sector organizations.

EDUCATION

- **Bachelor of Business Management** (in progress)
  Western Governors School
  (Franklin, TN)

KEY SKILLS

- Data Gathering & Analysis
- Business Process Redesign
- Requirements Definition
- RFP Development
- Business Systems Evaluation
- Project Management

SELECT CLIENTS

- City of Charlottesville, VA
- City of Maricopa, AZ
- City of Macedonia, OH
- Union County, NC
- City of Lethbridge, Canada
- Knoxville's Community Development Corporation, TN

SELECT EXPERIENCE

City of Mequon, WI – *Information Technology Strategic Plan*
Evaluated the current-state of IT environment (i.e., hardware, software & systems) and developed an optimized future-state. Identified discrepancies between the states along with opportunities for improvement. Developed strategic recommendations & roadmap to guide Mequon in utilizing industry best practices moving forward.

City of Macedonia, OH – *Information Technology Modernization Plan*
Evaluated "AS-IS" efforts (culture, vision & mission) & technology (e.g., infrastructure, systems, resources, staffing, funding, service delivery) for various critical City departments (i.e., Finance, HR, IT, Service). Identified inherent gaps between "AS-IS" & "TO-BE" states, along with opportunities for improvement, and developed an IT Modernization Plan & Roadmap to guide Macedonia's IT investment decisions in the next 5 years.

City of Charlottesville, VA – *Business Process Mapping, System Advisory & Support Services*
Analyzed "AS-IS" and developed "TO-BE" business process maps for various critical departments (Neighborhood Development Services, Public Works, Park & Recreation) to improve efficiency. Assisted the City in requirements definition, RFP development, and system selection & implementation for optimal permitting & asset management solutions.

Knoxville's Community Development Corporation (KCDC), TN – *IT Division Review Services*
Analyzed the current state of IT programs, processes, systems & staffing through various analyses (e.g., business process analysis, SWOT analysis) to identify deficiencies & threats to KCDC's organizational efficiency. Developed strategic recommendations for improvement and documented a comprehensive IT Strategic Plan guiding KCDC's IT investment decisions over the next 5 years.

Union County, NC – *IT Infrastructure Evaluation & Staffing Analysis*
Assessed the current state of IT infrastructure & staffing for approximately 24 departments (e.g., Finance, IT, HR, Procurement), including, but not limited to, IT infrastructure analysis (software & hardware), IT staffing review, and SWOT analysis. Identified opportunities for improvement and documented a comprehensive IT Strategic Plan & Roadmap to guide the City's decision-making in the next 5-7 years.

City of Maricopa, AZ – *Information Technology Modernization Plan*
Evaluated "As-IS" IT infrastructure, processes, staffing levels & operations for 8 key City departments (e.g., Administrative Services, Finance, HR, Economic Development). Identified inherent gaps & opportunities for improvement and developed an IT Modernization Plan & Roadmap to guide Maricopa's IT investment decisions over the next 5 years.

AVÈRO ADVISORS

MIKE CAFFREY
Technical Consultant

AVEROADVISORS.COM **865.415.3848** **MCAFFREY@AVEROADVISORS.COM**

PROFILE

Senior IT Consultant with over 22 years' experience solving the puzzles of efficient, secure, and cost-friendly modernization for various public and private sector organizations. Recipient of InterCon 2019's "Top 50 Tech Leaders" award for significant contributions in the technology sector.

EDUCATION

- **Executive Master of Business Administration (EMBA)**
  University of South Dakota
  (Vermillion, SD)
- **Bachelor of Arts**, *Economics*
  California State University
  (Northridge, CA)

KEY SKILLS

- Business Process Management
- Business Resiliency
- Government Affairs
- Marketing & Communications
- Staff Development
- Strategic Planning
- Business Systems Evaluation
- Project Management

SELECT CLIENTS

Public Sector:
- Blount County, TN
- Union County, NC
- City of Maricopa, AZ
- City of Maryville, TN
- City of Alcoa, TN
- Knoxville's Community Development Corporation, TN
- Dekalb County, GA
- California State University System
- American College of Education

Private Sector:
- IBM
- InfoSystems
- Agile Technologies

SELECT EXPERIENCE

Union County, NC – ***IT Infrastructure Evaluation & Staffing Analysis***
Assessed the current state of IT infrastructure & staffing for approximately 24 departments (e.g., Finance, IT, HR, Procurement), including, but not limited to, IT infrastructure analysis (software & hardware), IT staffing review, and SWOT analysis. Identified opportunities for improvement and documented a comprehensive IT Strategic Plan & Roadmap to guide the City's decision-making in the next 5-7 years.

Blount County, TN – *IT Modernization Program, Project Management & Support Services*
Created and implemented a multi-year IT Modernization Strategic Plan to update the County's IT infrastructure (hardware, software, processes & policies). Collaborated with various vital departments (e.g., IT, HR, Finance) to implement modernized business processes & system solutions to improve overall efficiency and service delivery.

Knoxville's Community Development Corporation (KCDC), TN – ***IT Division Review Services***
Analyzed the current state of IT programs, processes, systems & staffing through various analyses (e.g., business process analysis, SWOT analysis) to identify deficiencies & threats to KCDC's organizational efficiency. Developed strategic recommendations for improvement and documented a comprehensive IT Strategic Plan guiding KCDC's IT investment decisions over the next 5 years.

City of Maricopa, AZ – *Information Technology Modernization Plan*
Evaluated "As-IS" IT infrastructure, processes, staffing levels & operations for 8 key City departments (e.g., Administrative Services, Finance, HR, Economic Development). Identified inherent gaps & opportunities for improvement and developed an IT Modernization Plan & Roadmap to guide Maricopa's IT investment decisions over the next 5 years.

City of Maryville, TN – *Information Technology Strategic Plan*
Evaluated the "AS-IS" IT environment (i.e., hardware, software & systems) and captured Maryville's vision for IT enhancements. Identified discrepancies between "AS-IS" and "TO-BE" states, along with opportunities for improvement, and developed strategic recommendations & roadmap to guide Maryville in utilizing industry best practices moving forward.

US-Based IT VAR (*Private Sector*)
Analyzed and coordinated the tools and processes for both Cloud (SaaS Office 365) & existing Managed Services in the US-Based IT VAR. Modified messaging for US markets and translating the UK firm's marketing strategy into one that helped both firms succeed in just a few months of operation.

AVÈRO ADVISORS

SARAH QUESENBERRY

Business Analyst

AVEROADVISORS.COM **865.415.3848** **SQUESENBERRY@AVEROADVISORS.COM**

PROFILE

Information Technology Consultant with 5 years' experience equipped with proficiency in Computing and Software design. Expertise in research and implementation of practical software to decrease downtime and increase productivity, efficiency, and customer satisfaction.

EDUCATION

- **Bachelor of Science**, *Computer Science*
  East Tennessee State University (Johnson City, TN)

KEY SKILLS

- Hardware Support
- Operating System Support
- Operations Support
- Data Gathering & Analysis
- Requirements Definition
- System Evaluation
- System Implementation

SELECT CLIENTS

- Reno Housing Authority, NV
- Santa Clara County Housing Authority, CA
- Blount County, TN
- Pittsylvania County, VA
- Union County, NC

SELECT EXPERIENCE

City of Mequon, WI – *Information Technology Strategic Plan*
Evaluated the current-state of IT environment (i.e., hardware, software & systems) and developed an optimized future-state vision. Identified discrepancies between the states along with opportunities for improvement. Developed strategic recommendations & roadmap to guide Mequon in utilizing industry best practices moving forward.

Pittsylvania County, VA – *IT Assessment*
Assessed the current state of the IT environment (i.e., hardware, software & systems) and developed an optimized future-state vision. Developed a current-state IT assessment to include business process inventory, hardware and software inventory, and recommendations for improvement.

Blount County, TN – *IT Modernization Program, Project Management & Support Services*
Managed the redeployment of EDMS (Laserfiche) and develop business processes to streamline workflow and increase efficiency. Provided technical support on the implementation of ERP installation. Managed the migration of animal center data location and software provider. Lead the modernization of computer upgrades County-wide, including new computer recommendations, modifications, and image development. Successfully encouraged better vendor relations to improve customer satisfaction and decrease downtime.

Santa Clara County Housing Authority, CA – *IT Project Management Services*
Provided IT Project Management services for various concurrent Emphasys Elite related projects. Gathered feedback from SCCHA staff and other public housing authorities regarding the Emphasys Elite hosted solution. Developed a cybersecurity assessment report to document risks and potential threats.

Union County, NC – *IT Policies & Procedure Manual Development*
Assessed the current state of IT infrastructure & staffing and identified industry best practices for each functional area of IT services. Developed a new IT policies & procedures manual, which served as an employee guide to the terms and conditions of IT services and infrastructure.

REFERENCES
City of Montebello
RFQual 21 - 1 Information Technology Assessment and Improvement Project
(Please complete and include with your response)

As part of the City's review for this service, staff may conduct a reference check. Please provide three (3) references the City can contact.

Organization/Agency: The Bouqs Company / Online eCommerce Company
Contact Person: John Tabis/CEO
Phone: 312-952-9068
Email john@thebouqs.com
Work Performed: Improved Bouqs' entire operation by managing all their resources, contracts, data, and infrastructure. Streamlined their operation by managing all their data that were scattered insecurely on different platforms into one platform with access rules and backup capabilities. We are an outsourced IT company managing every aspect of their business that has to do with technology. Acting as liaison with their vendors and contractors. Their entire staff of 110+ users rely on us for any IT issues they encounter by contacting us and getting support via our ticketing system.
Contract Value: $100K/Year

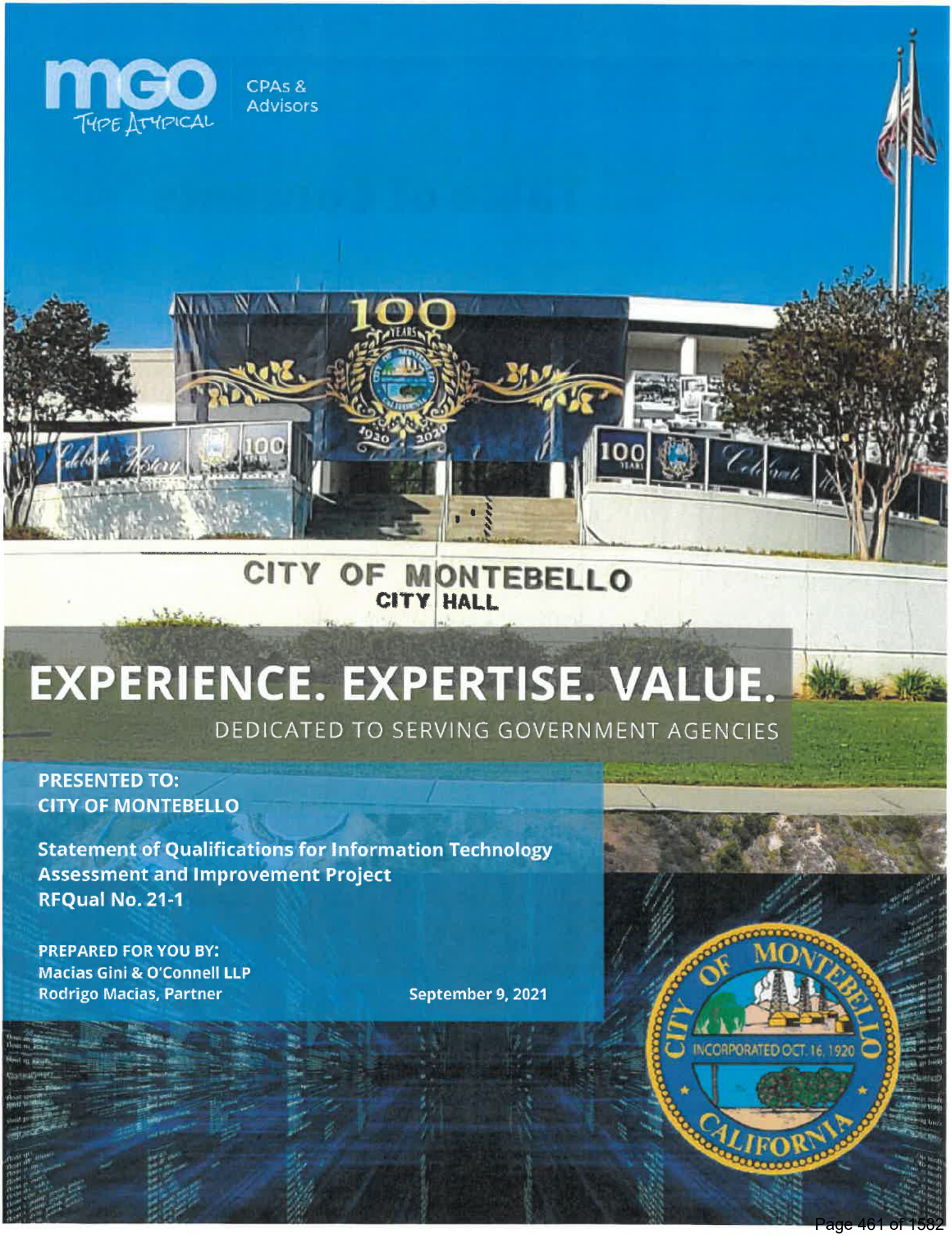
Organization/Agency: Accredited Nursing
Contact Person: Steve Arredondo
Phone: 818-986-1234
Email: sarredondo@accredidtednursing.com
Work Performed: Setting up multiple servers for different applications to be accessed by various branches. Infra-structure-- Installation of Internet and phone systems. Installation and setup of the backup system and implementation of disaster recovery. Complying with government mandates for HIPAA and other regulatory patients' information protection. Implementing policy and procedure for cybersecurity and remote access via VPN. Continuous monitoring and helpdesk support.
Contract Value: $100K/Year

Organization/Agency: Sierra Pacific Constructors (SPC Inc.)/Commercial General Contractor
Contact Person: Ken LaSpada/CEO
Phone: 747-888-5000
Email: ken@spcinc.com
Work Performed: SPC selected IT21ST to be their outsourced IT company. Upgraded their infrastructure by removing and consolidating old equipment and servers and replacing them with state-of-the-art latest technology. Streamlined their data backup and security and increased their risk level on disaster/recovery to enterprise level solutions. Providing user helpdesk support and monitoring and management of their entire infrastructure.
Contract Value: $50K/Year

Organization/Agency: Phillip Roman and Company / Merger and Acquisition Company
Contact Person: John Roman
Phone: 310-963-4284
Email: jroman@romanadvisory.com
Work Performed: We were tasked to move the entire infrastructure of Roman to the cloud since they could not function from their local office in downtown Los Angeles due to Covid. Successfully migrated their servers, applications and all their data into Microsoft Cloud, Azure. Utilizing SharePoint and One Drive, they now can access their applications and data from anywhere with any device. Access to the cloud is secured by VPN and specific IP addresses. We are their Outsourced IT company, and they are still under contract with us.
Initial Contract Value: $20K/Year

mgo
TYPE ATYPICAL

CPAs &
Advisors



EXPERIENCE. EXPERTISE. VALUE.

DEDICATED TO SERVING GOVERNMENT AGENCIES

PRESENTED TO:
CITY OF MONTEBELLO

Statement of Qualifications for Information Technology Assessment and Improvement Project
RFQual No. 21-1

PREPARED FOR YOU BY:
Macias Gini & O'Connell LLP
Rodrigo Macias, Partner

September 9, 2021

CITY OF MONTEBELLO
INCORPORATED OCT. 16, 1920
CALIFORNIA

CITY OF MONTEBELLO

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SECTION 1

Cover Letter/Letter of Transmittal

mGO TYPE ATYPICAL
A new breed of professional services firm

A new breed of professional services firm

September 9, 2021

City of Montebello
Finance Department
Attn: Micah Herd, Senior Management Analyst
1600 W. Beverly Boulevard
Montebello, CA 90640

Dear Mr. Herd:

On behalf of Macias Gini & O'Connell LLP (MGO), we are pleased to present our Statement of Qualifications (SOQ) to provide services for the Information Technology Assessment and Improvement Project for the City of Montebello (the City). As your information systems and information technology (IS/IT) advisory partner, we will deliver a comprehensive and collaborative approach focused on processes and technology risks.

As IS/IT advisory partner of the City, we will execute a balanced and responsive plan that is tailored to your unique information technology infrastructure and organizational needs. We will support the City with both the personalized attention you would expect to receive from a smaller, regional firm, and the depth and breadth of resources you would expect from a large, international firm.

Engaging new service providers can be a challenging task, often requiring a steep learning curve. MGO takes pride in open and consistent communication to seamlessly transition new clients and close the expectations gap. Our relationships with our clients do not simply begin and end for the specific projects and agreed-upon scope of work – we believe our support should be continuous as we collaborate in achieving your business needs. Included in our proposal is information about the firm, our industry expertise, value-added services we provide, and details about the team we have assembled. As you will see, these professionals have significant expertise working on engagements related to what the City is currently seeking.

Our overall philosophy for a successful engagement is rooted in efficient planning, strong organization, and open communication. We will coordinate MGO's services provided to the City with your leadership team, related stakeholders, internal information systems team, department and program leaders, and other service providers.

As Partner, I am the primary contact for this response and authorized to represent and contractually obligate our firm. We welcome the opportunity to discuss our proposal and the specific ways we will provide the highest level of professional advisory services and best value.

Very truly yours,

Rodrigo Macias, CFE
Partner, Advisory Services
Phone: 213.408.8700
Email: rmacias@mgocpa.com

SECTION 2

General Consultant Information

MGO TYPE ATYPICAL
A new breed of professional services firm

General Consultant Information

The information below is presented in the format requested in the RFQual (restated in blue text). Our responses are noted in black text.

Length of time your firm has been in business

Over 33 years (since 1987)

Length of time your firm has been providing the proposed services

MGO has been providing trusted IT Advisory and Cybersecurity services for over 10 years.

Total number of clients that your firm currently supports

- Total number of public sector clients that your firm supports presently
  - 89
- Total number of clients supported in California
  - 201
- Total number of clients in the County of Los Angeles
  - 86
- Total number of local/state/Federal government clients your firm currently supports
  - 42
- Total number of clients that are of similar size to the City of Montebello with similar complexities
  - MGO has served a significant number of clients that are similar to the City of Montebello. In California, our government specialists have served over 100 cities, 16 counties, and more than 200 special purpose units of government; all of different sizes and complexities.

Personnel size

- The number of Full-Time Employees in:
  - Consulting - 20
  - Installation – not applicable
  - Administrative support - 21
- The number of part-time personnel in:
  - Consulting - one
  - Installation – not applicable
  - Administrative support - none

Any other general information about firm/business operations

Please refer to the following pages.

MGO Overview

THE BEST IN THE WEST

A top-100 CPA firm in the country, MGO has a 30+ year history of providing trusted IT advisory and accounting services to leading public corporations, private companies, government agencies, and enterprises across the country. The MGO team has developed a suite of proven solutions to help operators, regulators, institutional investors, and state and local governments navigate the complexities of today's digitally driven and technology-based environment.

ENTERPRISE IT RISK ASSESSMENT EXPERIENCE

MGO is a leader in conducting IT risk and cybersecurity vulnerability assessments across a wide range of entities, including state and local governments. These range from a risk assessment of 38 state agencies for the State of Washington Auditor's Office, counties such as Pierce County (WA); Orange, Sacramento, and Riverside County (CA); and special districts such as the Golden Gate Bridge, Highway, and Transportation District.

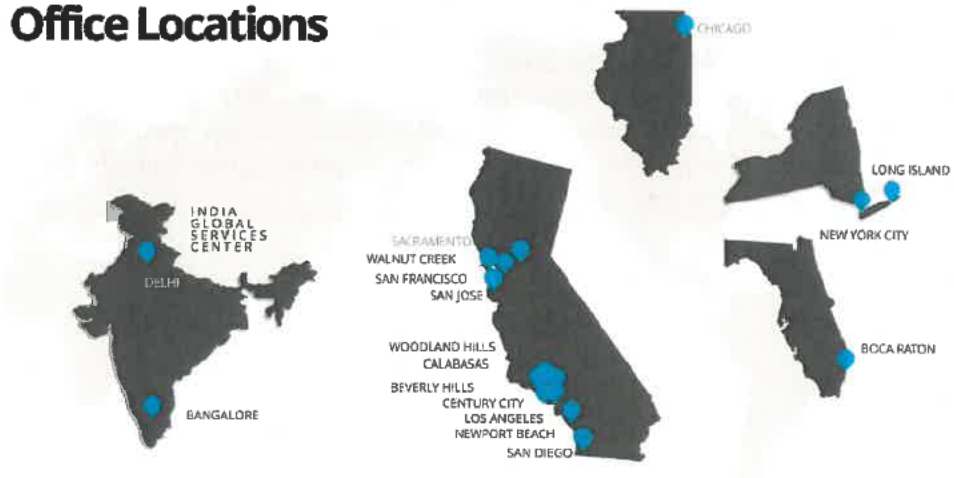
BDO ALLIANCE

In addition to our focused resources, MGO is a member of the BDO Alliance of firms. As one of the largest professional services firms in the world, BDO provides its alliance members with an international network in over 150 countries. This means that we have access to expanded resources and the technical knowledge to provide expert guidance to the City in all domains.

DEPTH AND BREADTH

MGO has extensive experience working with public agency clients on financial, operational, performance, and information technology engagements, including hands-on experience with major IT implementations and upgrades. All of our professionals are hands-on in the field throughout the year addressing your questions and comments. Our proposed team includes members who have operational experience in the government sector. MGO's expertise in government organizations is a given, but the depth and breadth of our professionals serving your industry makes us unique.

Office Locations



FAST FACTS
OUR CLIENTS: GLOBAL LEADERS

1 OF THE 2 LARGEST TECHNOLOGY COMPANIES IN THE WORLD

THE LARGEST PUBLIC EMPLOYEES PENSION FUND IN THE WORLD

THE 3RD LARGEST AIRPORT IN THE WORLD

About MGO

Macias Gini & O'Connell LLP (MGO, a Limited Liability Partnership) is a nationwide certified public accounting and advisory firm that has a robust Technology Group. With 15 offices located throughout the nation and internationally and a staff of over 400 professionals, including 125 governmental audit and IT advisory staff, MGO has been providing advisory, auditing, IT, technology, and financial management-related services since its inception in 1987.

In addition to general-purpose units of government, we serve authorities, boards, and commissions. We work in the areas of transportation, education, economic development, finance, health and human services, housing, justice, public safety, public works, public retirement systems, tribal/gaming, as well as the central administrative functions. This diversity provides us with a well-balanced perspective and a tremendous base of experience. We are committed to exceeding expectations through our philosophy of proactive planning and our core values of service, integrity, and knowledge.

MGO's State and Local Government (SLG) Practice is one of the largest in the country and offers unmatched resources in serving this highly complex sector. In addition to financial auditing, our SLG Practice also provides a range of advisory and technology services in accordance with the American Institute of Certified Public Accountants (AICPA) standards, Institute of Internal Auditors' guidance, i.e., the International Standards for the Professional Practice of Internal Auditing and Code of Ethics, and the US GAO's Generally Accepted Government Auditing Standards (GAGAS).

As a full-service CPA firm, all of our offices provide a full range of services, including:

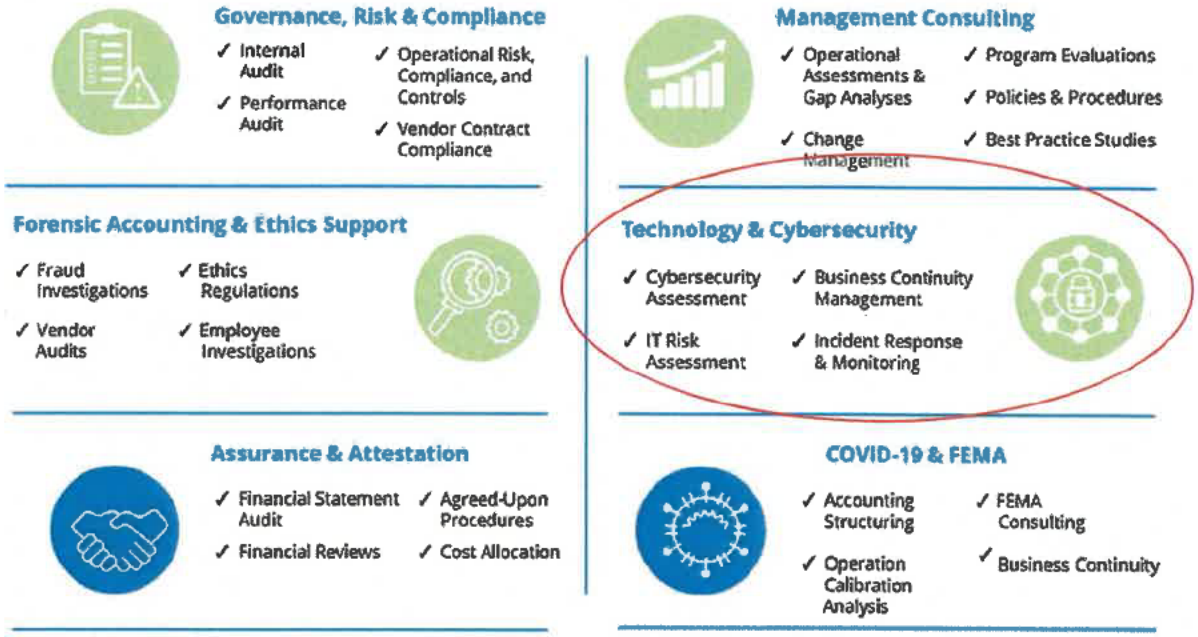
- **Technology and Cybersecurity**
- Audit & Assurance
- Tax & Transfer Pricing
- Advisory
- Business Management
- Finance & Accounting Solutions
- SEC Services

MGO is recognized by the American Institute of Certified Public Accountants as SOC 2 Type 1 Compliant. The SOC certification demonstrates to our customers and their auditors that our organization's systems and controls are accurately described, the controls are appropriately designed, and that those controls are in place as of a specified data or point in time. Our SOC certification report is available upon request.

MGO's Advisory Services Practice

Advisory services encompass many aspects of a client's business. For example, defining the need for a new or upgraded information system, analyzing the financial feasibility of a program, providing strategic planning for an existing organization, generating recommendations on operations, providing implementation assistance, serving as interim management, providing auditing support through IT assessments, conducting risk assessments, providing internal audit services, or providing general management consulting services. These are all examples of the types of advisory services we perform for our clients.

MGO's advisory services fall within the following broad categories:



SECTION 3

Understanding of Required Services

3. Statement regarding your understanding of the IT upgrade project and ongoing support services required by the City of Montebello

Work Plan

MGO has reviewed RFP IT RFP 22- 01 Information Technology 24/7 Cybersecurity Monitoring and Consulting Services for the City of Montebello (City) to gain an understanding of the services desired to be provided.

Montebello, the "beautiful mountain", is located in east Los Angeles County, in the heart of the metropolitan area. Founded in 1899 and incorporated in 1920, an 8.37 square mile General Law City employing approx. 480 full and part time employees, the City is seeking proposals from qualified consultants interested in providing as-needed IT infrastructure, computer hardware, and software consulting services to complete the design and form of a new IT infrastructure for the City.

The term of the contract shall be for an initial period of one (1) year with an option to extend the term for two (2) additional one (1) year periods at the sole discretion of the City Council and based on mutual agreement and job performance.

MGO stands ready to deliver services to the City as needed, including but not limited to the following:

1. **Assess the City's existing infrastructure**
2. **Develop a plan for upgrades**
3. **Furnish the necessary hardware, software, and general system components to implement the proposed upgrade(s)**
4. **24/7 cybersecurity monitoring and support**
5. **Security audits including external and internal penetration tests in conjunction with a report outlining recommended corrective actions**
6. **Cyber incident response support**
7. **Firewall optimization recommendations**
8. **Security event information management system (SEIM) tuning**

Upon the request of the City, MGO will provide an estimated schedule and not-to-exceed cost to perform each service requested. Once agreed upon by both City and MGO, the City and MGO will sign a task order for said work by MGO to commence.

Deliverables will be determined on a case-by-case basis depending on the services requested by the City. The overarching deliverable(s) of the project(s) will be mutually agreed upon in collaboration between the City and MGO, based upon related needs, requirements, stakeholders, documentation, timeline, and cost.

As your consultant, MGO will provide project management for all aspects of the project including tracking and resolution of project related issues, progress tracking, project reporting, and communication.

SECTION 4

Project Management Approach

MGO TYPE ATYPICAL
A new breed of professional services firm

4. Statement Regarding Consultant's Project Management Approach and Practices

MGO has been performing work in service of government clients for over 30 years, and we have a long history of leadership in the sector, including IT services. Our Technology Group will deliver the utmost customer service and provide unparalleled advice in the realm of cybersecurity and information technology best practices.

Our Project Management Approach

Our approach to project management is fundamental to the success of our engagements.

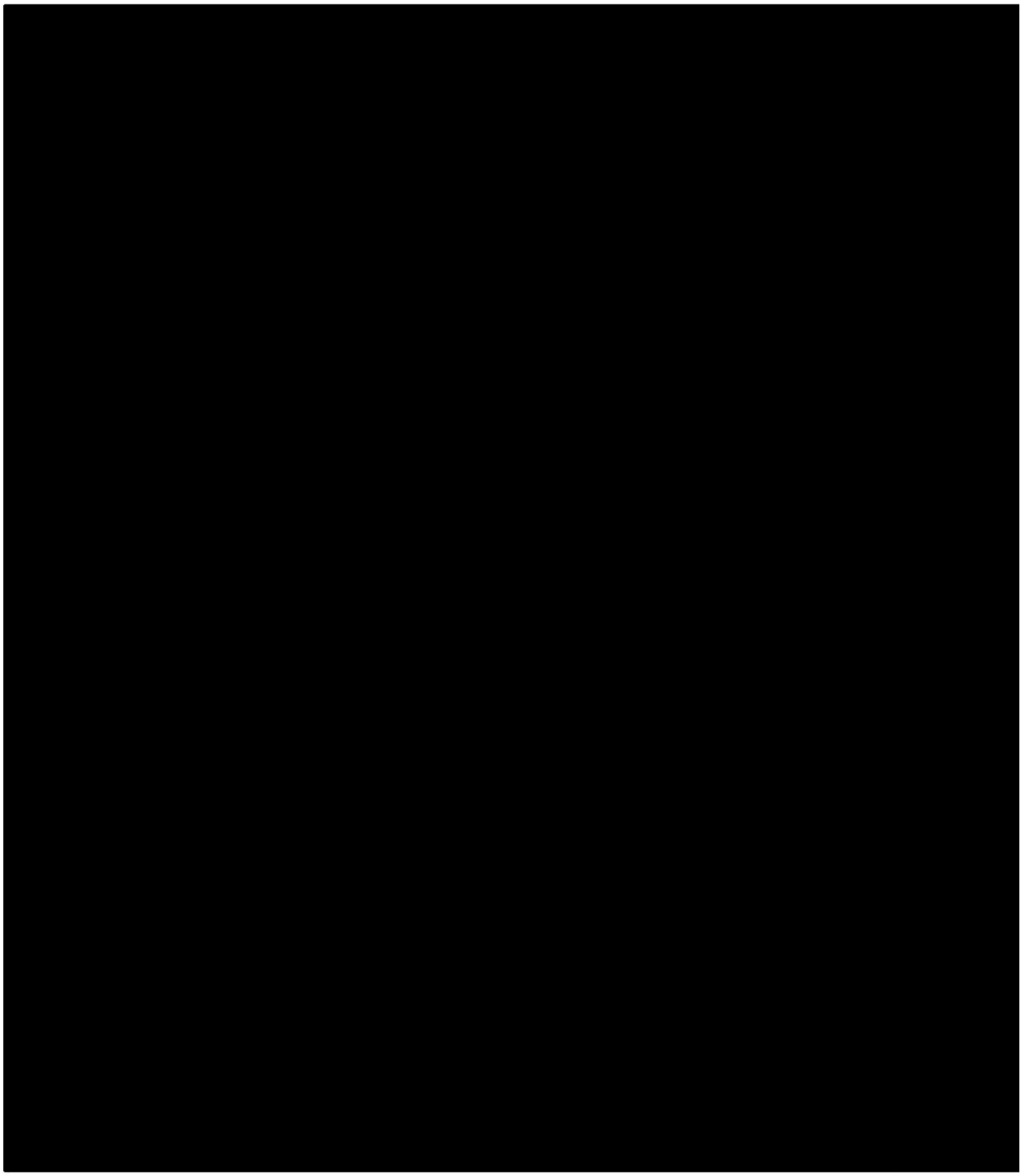
The key element in performing successful system assessments and analyses for entities that operate in the public sector is to have knowledgeable professionals who know the industry, keep up with technology, and are aware of the operating environment.

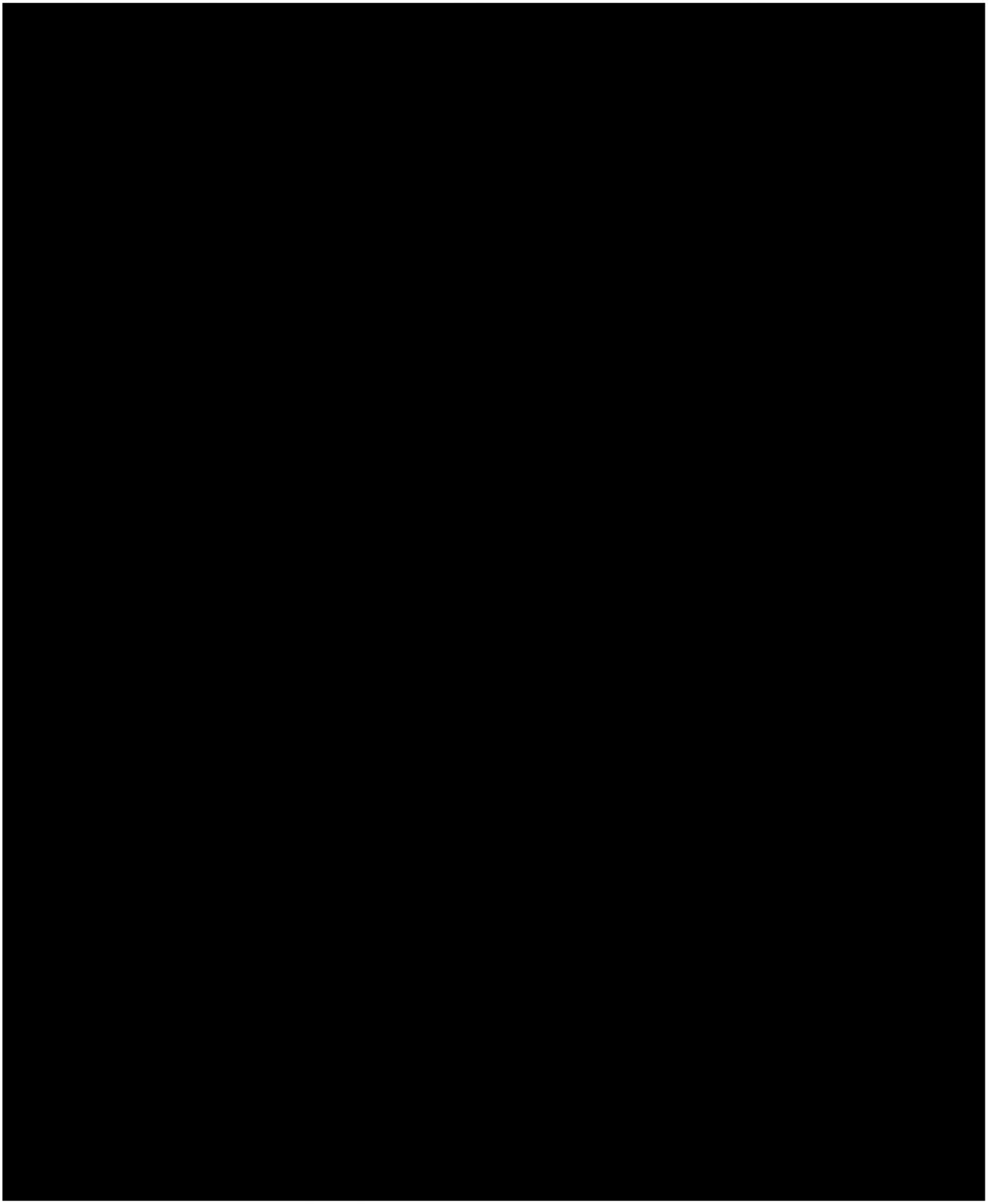


Foundational aspects of our approach to ensure attentive and responsive service include the following:

- **Structure** – Major tasks are structured to provide for optimal resource planning, development and programming of sequential and concurrent assignments, and standardized documentation requirements. This structure supports project coordination between MGO and the City to ensure all project stakeholder expectations are aligned.
- **Capability** – MGO's management team is comprised of individuals with both technical and managerial capabilities who have obtained significant project management experience in system assessments, implementations, and support services to enable engagement teams to execute efficiently in a cohesive and effective manner.
- **Monitoring** – Regular reviews of project direction and priorities ensure we adhere to plan and meet our objectives. Planned-to-actual schedules of our professional staff are monitored and updated as needed. If any unexpected issues arise, we will balance the workload and resource as needed to ensure successful engagement completion.
- **Communication –** Our team places a high value on internal and external communication. As such, the establishment and maintenance of close working relationships with the City will be paramount to our mutually beneficial success.
- **Quality** – Quality of work performed and delivered is a top priority.







SECTION 5

Previous Work/Experience with Government

mgo
TYPE ATYPICAL
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5. Statement Regarding Previous Work/Experience with Local (or other levels) of Government

MGO's experience runs deep with state and local government entities, with an emphasis working with California agencies. We are thoroughly familiar with the operations and financial processes of local government, based on our relationships with the following clients:

Business Process Reviews
Review of work process for mapping workflow for IT system implementation.

Business Process Reviews:

- AC Transit
- California Tahoe Conservancy
- City of Woodland Community Development Department
- County of San Diego Treasury Tax Collector's Office – Property Tax Division
- County of San Diego Treasury Tax Collector's Office - Accounting Division
- County of Santa Clara – Social Service Agency
- County of Yolo Alcohol and Drug Treatment Department
- Sacramento County Employees' Retirement System

IT Risk Assessments/ Computer Security Audits and Reviews
Assessment of IT systems, security practices, and policies and procedures to identify risks to the organization and the overall IT environment

IT Risk Assessments:

- County of Orange
- County of Sacramento

Computer Security Audits/Reviews:

- California Electronic Recording Transaction Network Authority
- California Prison Industry Authority
- California Public Employees' Retirement System
- City of Fremont
- City of Lodi
- City of Richmond
- Contra Costa Transportation Authority
- County of Alameda
- County of Los Angeles
- Nevada Public Employees' Retirement System

Information Management
Assessment of system controls, general controls, application controls, system security controls, information management structures, and IT technology performance.

- City of Chowchilla
- City of Fresno
- City of Galt
- City of Lodi
- City of Los Angeles
- City of Modesto
- City of Oakland
- City of Pasadena
- City of Rohnert Park
- City of Sacramento
- City of Sacramento Building and Planning Department
- City of San Diego
- City of San Jose
- City of Santa Rosa
- City of Stockton
- City of Woodland
- County of Contra Costa
- County of Fresno
- County of Glenn
- County of Orange
- AC Transit
- Bay Area Transit Authority
- California Electronic Recording Transaction Network (CeRTNA)
- California Information Technology Services Department
- California Tahoe Conservancy
- CALSTRS
- County of Riverside
- County of Sacramento
- County of San Bernardino
- County of San Diego Treasury Tax Collector's Office – Accounting Office
- County of San Mateo
- County of Santa Clara
- County of Solano
- County of Sonoma
- County of Tulare
- County of Tuolumne
- County of Ventura
- Golden Gate Bridge
- Metrolink
- North Coast Community College District
- Orange County Transit Authority
- Port of Oakland
- Rancho Santiago Community College District
- Riverside County Transportation Commission
- Sacramento County Employees' Retirement System
- Sacramento Housing and Redevelopment Agency
- San Francisco Community College District
- San Jose Employee Retirement System
- Santa Ana College
- Valley Transportation Authority
- WestEd
- Yolo Superior Court

A representative listing of governmental clients with IT-related services is provided below.

Governmental Entity	IT System	Type of Review
Alameda-Contra Costa Transit District	IFAS, PeopleSoft	General Controls
Alameda County Water District	JD Edwards	General Controls
Bay Area Rapid Transit	Oracle	General Controls
California Electronic Recording Transaction Network Authority	ERDS	Limited IT Security Audit
California Public Employees' Retirement System	PeopleSoft, MyCalPERS (PSR)	General Controls
California State Auditor's Office	IBM	General Controls
California Technology Agency	Oracle PeopleSoft	Interface/Application controls
City and County of San Francisco	PeopleSoft	General Controls
City of Fremont	Tyler Munis, Oracle PeopleSoft	General Controls
City of Fresno	PeopleSoft, H.T.E.	General Controls
City of Lodi	JD Edwards	General Controls
City of Los Angeles	FMS, PaySr	General/Application controls, Cybersecurity Review
City of Modesto	Oracle	General Controls
City of Oakland	Oracle	General Controls, Payroll, and Purchasing Controls
City of Sacramento	PeopleSoft	General Controls
City of San Jose	FMS, PeopleSoft	General Controls
City of Santa Monica	JD Edwards, PeopleSoft, Northstar	General Controls
Contra Costa Transportation Authority	NeoGov	Penetration Testing, Web Application System Review, and Cybersecurity Assessment
County of Alameda	PeopleSoft, various for Property Tax systems	General Controls, Property Tax
County of Los Angeles	eCAPS	General Controls
County of Los Angeles hospitals	ORCHID	Application Controls
County of Orange	Various depending on department	IT Risk Assessment
County of San Diego	Oracle	General Controls
County of Tuolumne	PeopleSoft	General Controls
Housing Authority of the City of Los Angeles	Oracle Financials	General Controls
Port of Oakland	Oracle	General Controls
San Francisco Bay Area Regional Transit District	Oracle	General Controls, Payroll

SECTION 6

Experience with Public Safety Systems/Criminal Justice Systems



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6. Describe your experience with Public Safety Systems/Criminal Justice Systems

MGO has extensive experience with all levels of state and local governments (SLG), including municipalities and local districts, across the country and particularly within the state of California. As a leader in SLG audit and advisory practice, we cover and are familiarized with public safety and criminal justice systems such as dispatch, evidence management, criminal/arrest records, jailing, payroll, time/scheduling, pension, case reporting, inventory management, and others.

We understand the related operational functions within organizations. An example of this is a county-level evidence room review that included the following:

Evidence Management

- Evaluated the inventory management system of the Sherriff's warehouse and District Attorney's vault and inventory room. Provided operational recommendations to improve the internal control environment while streamlining procedures.

Case Management

- Evaluated the District Attorney's case management system and provided operational recommendations to improve the payment processing, validation of key data systems, and access controls, to the case management database.

Additionally, we have been contracted to perform project management oversight activities for Computer Automated Dispatch and Automatic Vehicle Location system implementations for intergovernmental organizations that span county, city, municipality, and state levels.

SECTION 7

Methodology

MGO TYPE ATYPICAL
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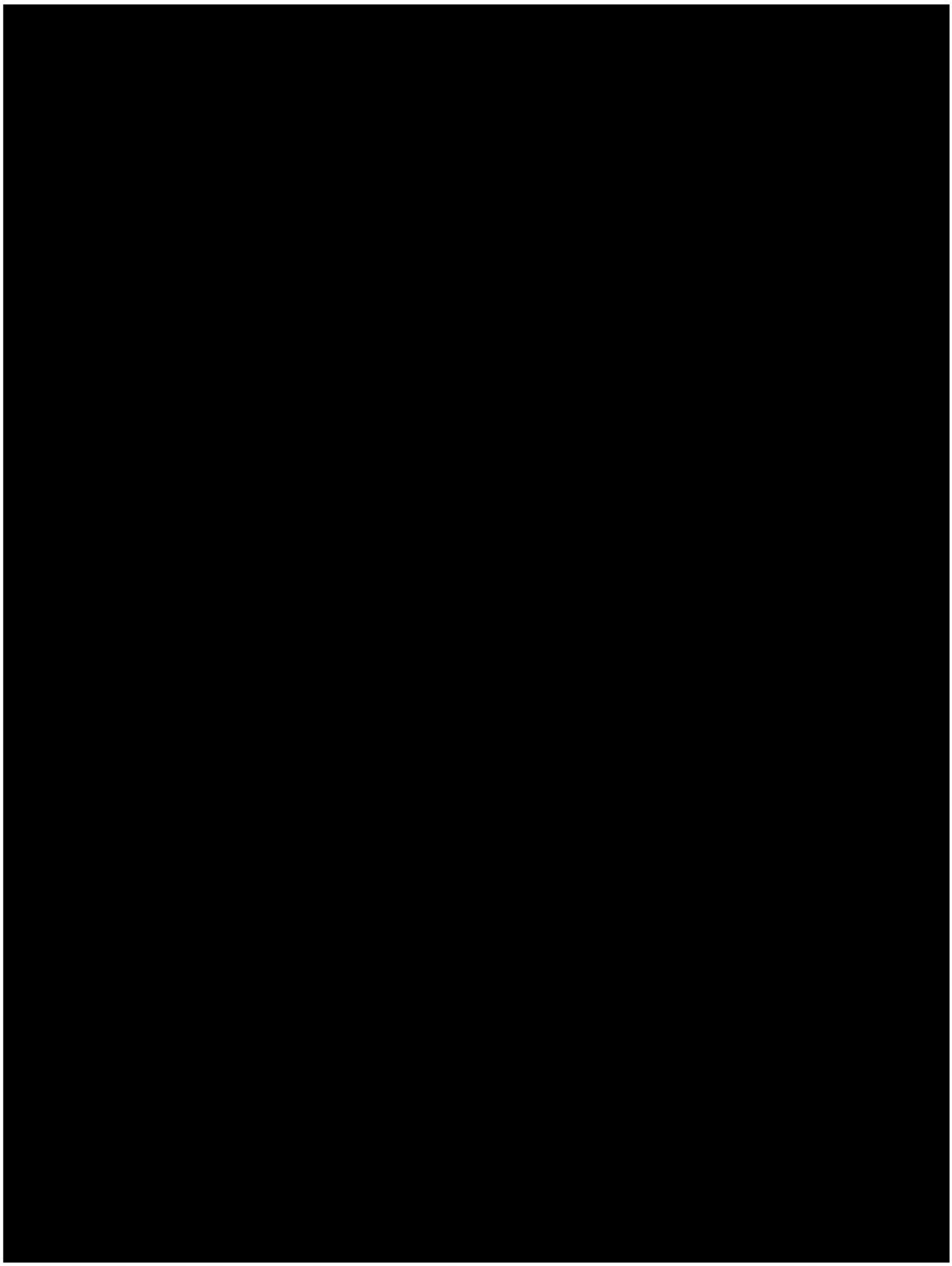


SECTION 8

Why MGO Should be Selected

MGO
TYPE ATYPICAL

A new breed
of professional
services firm

8. A Statement Regarding Why the Consultant Believes It Should Be Selected

3 Reasons

MGO IS THE RIGHT PARTNER FOR THE CITY.

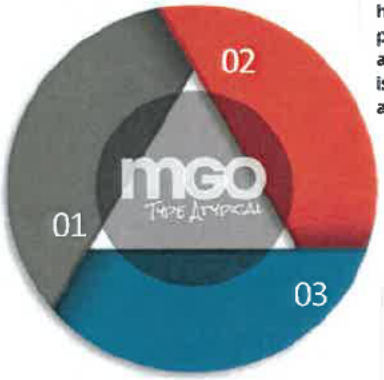
01

Public Sector Practice.

MGO's Public Sector Practice is one of the largest in the country and offers unmatched resources in serving this highly complex sector.

Our professionals are experienced in working with clients in all areas of the public sector, at all levels of government, and encompassing the executive, legislative, and judicial branches.

In addition to general-purpose units of government, we serve authorities, boards, commissions, and retirement systems.



02

Deep and Broad IT Infrastructure Experience.

We perform cybersecurity and IS/IT work in the areas of economic development, education, finance, health and human services, housing, justice, lotteries, public safety, public works, retirement systems, and transportation, as well as in the central administrative functions. MGO is a partner you can trust and rely on to lead in all aspects of digital and virtual preparedness.

03

Value.

Our relationship doesn't start and stop with the gap analysis assessment. We are available year-round to discuss IS/IT operational and compliance issues important to the City and best practices to provide proactive solutions to assist the City and executive leadership.

FOUNDED IN 1987

45 PARTNERS
400+ EMPLOYEES

#61
MGO moves up the list of the largest firms in the nation from '65
- Accounting Today | 2021

2nd
Fastest growing firm in the country
- Accounting Today | 2020

AICPA SOC

SOC 2 SERVICE ORGANIZATION

ADVISORY SOLUTIONS

INFORMATION TECHNOLOGY	ENTERPRISE OPERATION	FORENSIC SERVICES	RISK ADVISORY	MANAGEMENT CONSULTING
Requirements Assessment	Program Evaluation	Fraud Risk Assessment	Internal Audit	Operational Assessment and Gap Analysis
System Security Assessment	Risk Assessment	Litigation Support And Expert Witness	Regulatory Compliance	Business Process Reengineering
IT Strategic Planning	Business Process Reengineering	Whistle Blower Investigations	Anti-money Laundering (AML)	IT Assessment
Database Development	Organizational & Operational Review	Digital Forensics	Internal Audit Training and Development	Outsourced CFO
System Internal Control Assessment	Best Practices Research & Evaluation	Third-party Kickbacks and Contract Compliance	Enterprise Risk Management	Data Analytics
Aging infrastructure, evolving user needs, security vulnerabilities	Quality of agency services, efficiency of agency operations, staff productivity, regulatory/ contractual compliance, agency risk	Identifying and preventing fraud, waste and abuse.	Navigating compliance challenges and operational risk factors.	Identifying inefficiencies and optimizing operational performance.

SECTION 9

Terminated Agreements/Contracts

MGO TYPE ATYPICAL
A new breed of professional services firm

9. Terminated Agreements/Contracts – If you have had an/a agreement/contract terminated for default within the past five (5) years, please identify and list the incidents in this section. Please provide the name of the company/firm/entity, description of items/services being provided, termination date, and a brief description of why the agreement/contract was terminated.

The City's definition of termination for default is defined as notice to stop work due to non-performance and/or poor performance, and the issue was either not litigated or was litigated, and such litigation determined the Consultant to be in default.

If no such termination for default has occurred in the past five (5) years, the Consultant must declare this as well.

MGO has not had an agreement or contract terminated for default within the past five (5) years.

SECTION 10

Sub-contractors/ Sub-consultants

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10. Sub-contractors/Sub-consultants – If your firm works with sub-contractors/sub-consultants to perform the services described in the proposed Scope of Work/Statement of Work for the Project, please provide the name, full address for each sub-contractor, as well as the name of a contact person and phone number. If awarded, the City will need to provide written approval for any services offered by any and all sub-contractor/sub-consultant.

Name of Sub-contractor:	Binary LLC
Address:	178 Lake Shore Rd., Boston, MA 02135
Contact Person:	Joseph (Tak Hang) Lau, CDPSE, CISA, CISM, CRISC, CGEIT, ITIL-F, Principle, Security Advisor (Information Technology Specialist)
Phone Number:	617.903.0088

SECTION 11

References

MGO
TYPE ATYPICAL
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of professional
services firm

11. References – Using the attached template, please a minimum of three (3) references.

REFERENCES
City of Montebello
RFQual 21 - 1 Information Technology Assessment and Improvement Project
(Please complete and include with your response)

As part of the City's review for this service, staff may conduct a reference check. Please provide three (3) references the City can contact.

Organization/Agency: City of Yorba Linda
Contact Person: Larry Klingaman, IT Manager
Phone: 714.961.7100 **Email:** lklingaman@yorbalindaca.gov
Work Performed: Oct. 2020 – Dec. 2020: *See following page for Project Description.*
Contract Value $23,700

Organization/Agency: County of Orange
Contact Person: Scott Suzuki, Director of Audit
Phone: 714.834.5509 **Email:** scott.suzuki@ac.ocgov.com
Work Performed: Apr. 2017 - Jun. 2018: See following page for Project Description.
Contract Value $50,000

Organization/Agency: Anchor QEA
Contact Person: David Takeuchi, Director, Information Technology
Phone: 415.230.0862 **Email:** dtakeuchi@anchorqea.com
Work Performed: Sep. 2020 – Ongoing: See following page for Project Description.
Contract Value $67,000

References (continued)

Client Name	**City of Yorba Linda**
Project Description	Cybersecurity assessment based on NIST 800-171 and NIST 800-53 standard. The assessment used a risk-based approach to examine and allow the City of Yorba Linda to better understand their current cyber hygiene level. It will also enhance their defense mechanisms against cyber-attacks. MGO performed assessment on the following categories: Access Control, Asset Management, Audit and Accountability, Awareness and Training, Configuration Management, Identification and Authentication, Incident Response, Maintenance, Media Protection, Personnel Security, Physical Protection, Recovery, Risk Management, Security Assessment, Situational Awareness, System and Communications Protection, System and Information Integrity. Conducted a baseline evaluation to assess the current infrastructure and security control environment. Performed internal and external vulnerability and penetration testing. Upon testing results, MGO provided a gap analysis with prioritization and suggestions to address the findings strategically.

Client Name	***County of Orange***
Project Description	The County's overall risk profile can be significantly affected by the use of technology to support the County's operations, financial reporting, legal and regulatory compliance, business continuity and other strategic initiatives. As such, the County sought an assessment of its information technology (IT) environment to: - Identify areas that pose the greatest risk to the County's various departments/agencies - Identify areas where additional County time or resources should be allocated - Obtain recommendations for implementation of better practices - Evaluate current and desired control maturities - Assess the impact of various County department IT processes and procedures on the County's overall risk profile The risk assessment scope included all of the County's technology infrastructure and applications. As part of Phase I of the project, MGO identified inherent IT risk indicators for all departments in the County and conducted a survey of County departments, ranking each inherent risk indicator, and summarizing the results in an Inherent Risk Assessment Heat Map document. Phase II involved a risk ranking of each department based on information obtained from evaluating the IT control environment. This resulted in an Entity Profile Report for each department.

Client Name	**Anchor QEA**
Project Description	Cybersecurity Maturity Model Certification (CMMC) Compliance Readiness Assessment based on CMMC (level 3) standard. The assessment used a risk-based approach to examine Anchor QEA's current cyber environment according to the CMMC standard. Based on findings, MGO staff provided advice and assisted in drafting remediation priorities and schedule in order to meet the compliance requirement deadline. MGO performed an assessment based on CMMC requirements; in addition to business best practice recommendations, the categories included the following: Access Control, Asset Management, Audit and Accountability, Awareness and Training, Configuration Management, Identification and Authentication, Incident Response, Maintenance, Media Protection, Personnel Security, Physical Protection, Recovery, Risk Management, Security Assessment, Situational Awareness, System and Communications Protection, System and Information Integrity. Conducted a baseline evaluation to assess the current infrastructure and security control environment. Performed internal and external vulnerability and penetration testing. Upon testing results, MGO provided a gap analysis with prioritization and suggestions to address the findings strategically.

SECTION 12

Additional Attachment

mgo TYPE ATYPICAL
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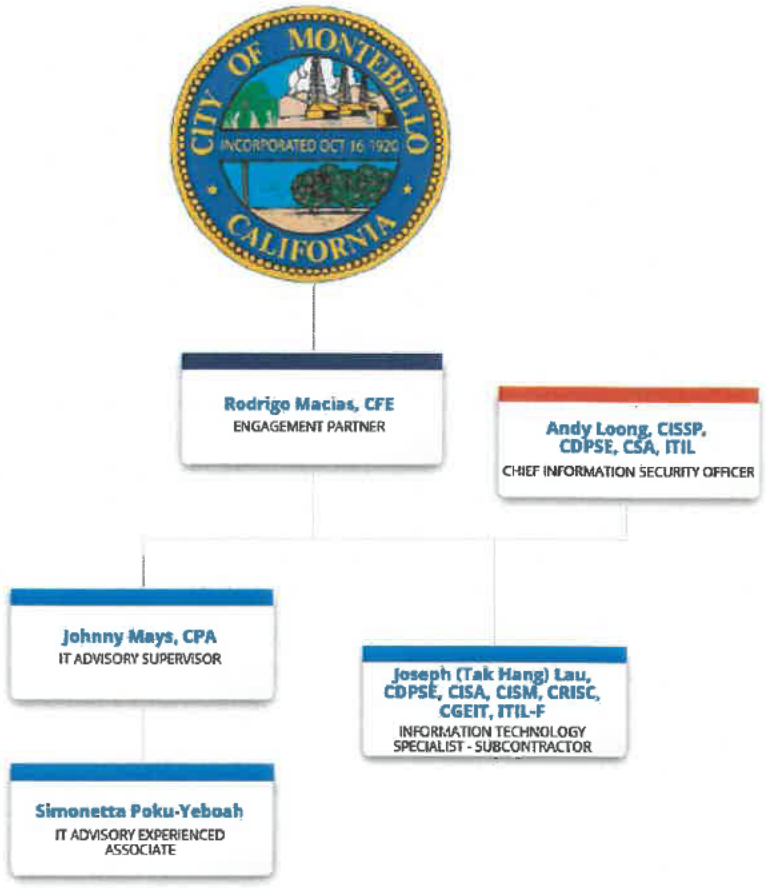
Team Organization

MGO has assembled a balanced technology-focused engagement team to deliver the highest quality of services to the City. Key team member resumes on the following pages illustrate the depth and breadth of our experience and expertise, which is more than sufficient to accommodate the needs of the project. We will utilize an appropriate mix of senior, mid-level, and junior staff to maximize value and provide the organizational capacity necessary to take on the workload for the project in order to meet and exceed expectations, resulting in a successful outcome and result.



Rodrigo Macias, Engagement Partner and Advisory Services Practice Leader, is based in Del Mar, CA and will be the MGO's relationship partner with the City.
Andy Loong, Chief Information Security Officer, will advise and provide technical guidance in all aspects of information technology network architecture, disaster recovery, and cybersecurity best practices.
Johnny Mays, IT Advisory Supervisor, will be the City's primary contact and overall project manager to develop and lead project planning, fieldwork activities, and coordination with the City.
Simonetta Poku-Yeboah, IT Advisory Experienced Associate, will provide best-in-class service to the City and work with Johnny Mays to perform documentation and execute the project plan and fieldwork.
Joseph (Tak Hang) Lau, Information Technology Specialist - Subcontractor, will be available to provide penetration testing and vulnerability scanning services to the City, as needed.

KEY PERSONNEL

At a time when cities, agencies, and other state and local government entities are experiencing increasing demands for services and severe budget constraints, our consultants can bring innovation and creativity to these challenges, while searching for realistic solutions.

We propose a collective pool of staff consisting of consultants and analysts with expertise in all areas pertaining to the requested services. Please refer to Attachment 1 for detailed resumes of our key team members, which demonstrate their experience in performing similar professional services.

Rodrigo Macias, CFE, proposed Engagement Partner, is a Partner at MGO and leads the firm's Risk Advisory, Forensic Accounting, Management Consulting, and IT Advisory Services Practice. Rodrigo has provided risk management and performance and operational efficiency services to multiple industries, including state and local government agencies, tribes, Fortune 500 companies, banks, casinos, hotels, and restaurants. Rodrigo's 14 years of experience includes performing internal audits, compliance audits, IT assessments, developing fraud risk assessments, performing forensic investigations, assisting general counsel with litigation support and expert witness testimony. Rodrigo has led forensic investigations ranging from fraud insurance recovery assessments to forensic investigations in which the Federal Bureau of Investigation (FBI) utilized our supporting documentation in their investigations.

Andy Loong, CISSP, CDPSE, CSA, ITIL, Chief Information Security Officer, has over 15 years of experience as an infrastructure architect. He specializes in data center selection, build out, deployment, redundancy/capacity planning, business continuity management, and disaster recovery testing. He has designed and implemented over 30 data centers around the globe and is able to meet the highest standards in terms of compliance, uptime requirements, and disaster recovery.

He has managed IT security strategy and technology initiatives, and he has provided operational support and guidance to a diverse assortment of organizations for whom it is imperative to meet the highest standards of security, reliability, and regulated infrastructure requirements.

Johnny Mays, CPA, CISA, IT Advisory/Cybersecurity Supervisor, is our proposed overall Project Manager. He is focused on systems analysis and design, process improvement, and organizational IT security. His 7+ years of experience with Big 4 client service and in industry with a multinational technology company strongly reinforces his ability to communicate complex concepts in a clear and concise manner with a wide variety of audiences.

His areas of expertise include project management, IT general controls (ITGCs), cybersecurity best practices, IT risk assessments, incident management, access to programs and data, computer operations, program change management, and physical and environmental security, as well as complex global legal entity structuring and restructuring, intercompany transactions, statutory reporting, local compliance, corporate entity and business unit structure and restructuring, and digital finance transformation activities.

Johnny is versed in the integrated framework of internal controls and enterprise risk management issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). He has performed IT and cybersecurity work in coordination with, on behalf of, and as a consultant, with a focus on completeness and accuracy of system design and the underlying information and data.

Simonetta Poku-Yeboah, IT Advisory Experienced Associate, has over three years of experience performing audits using Sarbanes-Oxley (SOX), Committee of Sponsoring Organizations of the Treadway Commission (COSO), and Federal Information System Controls Audit Manual (FISCAM).

Her experience includes managing SOC attestation and third-party opinion services, information technologies, accounting, and design and optimization of controls utilizing a general knowledge of business processes. Additional relevant experience includes creating internal control documentation for engagements, including narratives; creation of processes and data flows; supporting external financial statement and SOX compliance engagements; application and information technology general computer controls; assisting financial audit and Sarbanes-Oxley compliance teams in the identification of control objectives; and the design of control procedures to address those objectives.

Simonetta also has assessed IT security policies, procedures, and controls of business applications, networks, and operating systems; reviewed, documented, evaluated, and tested application controls – particularly automated controls – on a wide range of ERP systems and software applications, across a variety of client applications and processes; and identified internal IT controls, assessed their design and operational effectiveness, determined risk exposures, developed remediation plans, and determined technical and related impacts of identified security and control issues while simultaneously providing remediation guidance.

Joseph (Tak Hang) Lau, CDPSE, CISA, CISM, CRISC, CGEIT, ITIL-F, Information Technology Specialist, is a Subcontractor who will be part of our team. Joseph, Principle, Security Advisor at Binary LLC, is a seasoned executive with over 15 years of experience implementing best practice audit, risk, information technology, and security programs at international organizations in banking, manufacturing, and pharmaceutical fields.

Joseph assisted in conducting external penetration testing for the City of Yorba Linda's Cybersecurity Assessment and Anchor QEA's Cybersecurity Maturity Model Certification (CMMC) Compliance Readiness Assessment.

Joseph's areas of expertise include the following:

- Network, Systems, Cloud, & Mobile Security
- IT Service Management
- Cyber Threat and Vulnerability Management
- Security & Risk Assessment
- ISO 27001, 17, 18 & SOC 2 Audit
- Infrastructure Design

Rodrigo Macias, CFE

ENGAGEMENT PARTNER



PROPOSED ROLE & RESPONSIBILITIES

- Ensures your complete satisfaction with the services provided and oversees the overall coordination and communication throughout the engagement
- As the engagement partner, Rodrigo will be hands-on during all phases of the engagement from planning, to fieldwork, to client deliverables
- Available throughout the year and on an ongoing basis to ensure proactive issue identification and on-time service delivery

SUMMARY

Rodrigo is a Partner at MGO and leads the firm's Risk Advisory, Forensic Accounting, Management Consulting, and IT Advisory Services Practice. Rodrigo has provided risk management and performance and operational efficiency services to multiple industries, including state and local government agencies, tribes, Fortune 500 companies, banks, casinos, hotels, and restaurants. Rodrigo's 14 years of experience includes performing internal audits, compliance audits, IT assessments, developing fraud risk assessments, performing forensic investigations, assisting general counsel with litigation support and expert witness testimony. Rodrigo has led forensic investigations ranging from fraud insurance recovery assessments to forensic investigations in which the Federal Bureau of Investigation (FBI) utilized our supporting documentation in their investigations.

Rodrigo has also been an integral part in the training and developing of the internal audit function for startup and established companies. In addition to having a thorough understanding of internal controls, Rodrigo has also led performance improvement and standardization of business processes engagements focused on efficiency and effectiveness of controls and documentation of policies and procedures for multiple systems re-engineering engagements.

Rodrigo's background also includes managing internal audit engagements on an international scale for Fortune 500 companies, as well as providing advisory services in the following areas: Human Resources, Purchasing, Manufacturing, Marketing, Hotel, Retail, and Casinos.

EDUCATION, LICENSES, AND CERTIFICATIONS

- B.A. in Economics and Finance (graduated with honors), University of California San Diego
- Certified Fraud Examiner (CFE)

ASSOCIATIONS

- Member, Association of Certified Fraud Examiners
- Member, Institute of Internal Auditors

Andy Loong, CISSP, CDPSE, CSA, ITIL

CHIEF INFORMATION SECURITY OFFICER



PROPOSED ROLE & RESPONSIBILITIES

- Acts as co-client service coordinator to ensure your complete satisfaction with the services provided and oversee coordination and communication throughout the engagement.
- Seasoned advisor in the areas of IT operations, network architecture, and datacenter site selection, design, and deployment
- Consult on wide area network architecture and design
- Consult on business continuity planning and regulatory compliance (SOC2, ISAE, NIST-800, SOX 404, and ISO 27000 series)

SUMMARY

Andy has over 15 years of experience as an infrastructure architect. He specializes in data center selection, build out, deployment, redundancy/capacity planning, business continuity management, and disaster recovery testing. He has designed and implemented over 30 data centers around the globe and is able to meet the highest standards in terms of compliance, uptime requirements, and disaster recovery.

He has managed IT security strategy and technology initiatives, and he has provided operational support and guidance to a diverse assortment of organizations for whom it is imperative to meet the highest standards of security, reliability, and regulated infrastructure requirements.

Recent projects include City of Yorba Linda Cybersecurity Assessment and Anchor QEA Cybersecurity Maturity Model Certification (CMMC) Compliance Readiness Assessment.

EDUCATION, LICENSES, AND CERTIFICATIONS

- B.S., International Business, San Francisco State University, San Francisco
- Current active certifications:
  - Certified Information Systems Security Professional (CISSP)
  - Certified Data Privacy Solutions Engineer (CDPSE)
  - Computer Security Auditor (CSA)
  - Information Technology Infrastructure Library (ITIL) - IT service lifecycle certification
- Past certifications:
  - Cisco Certified Network Professional (CCNP)
  - Certified Information Systems Auditor (CISA)
  - Project Management Professional (PMP)

ASSOCIATIONS

- Member, International Information System Security Certification Consortium or $(ISC)^2$
- Member, Information Systems Audit and Control Association (ISACA)

Johnny Mays, CPA, CISA

IT ADVISORY / CYBERSECURITY SUPERVISOR



PROPOSED ROLE & RESPONSIBILITIES

- Manages day-to-day execution of the engagement, directs task accomplishment, monitors progress, and ensures completion
- Develops workplans, designs methodology, establishes project objectives and scope, owns status reporting and project schedule
- Designs structured workplan guides and data collection instruments
- Conducts information system analysis and performs report writing

SUMMARY

Johnny has a focus on systems analysis and design, process improvement, and IT security. His 7+ years of experience with Big 4 client service and in industry with a multinational technology company strongly reinforces his ability to communicate complex concepts in a clear and concise manner with a wide variety of audiences.

His areas of expertise include project management, IT general controls (ITGCs), risk assessment procedures, access to programs and data, computer operations, program change management, and physical and environmental security, as well as financial statement preparation, complex global legal entity structuring and restructuring, intercompany transactions, SOX 404, SEC 10-K and 10-Q filings, corporate entity and business unit structure and restructuring, statutory reporting, local compliance, and digital finance transformation activities.

Johnny is versed in the integrated framework of internal controls and enterprise risk management issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and he has performed Sarbanes-Oxley (SOX) compliance work in coordination with, on behalf of, and as an external auditor for financial controls and ITGCs, as well as automated controls and key reports, with a focus on completeness and accuracy of system design and the underlying information and data.

EDUCATION, LICENSES, AND CERTIFICATIONS

- B.A., Accounting, Texas A&M University
- Master of Science in Management Information Systems, Texas A&M University
- Certified Public Accountant (CPA)
- Certified Information Systems Auditor (CISA)
- Certified Data Privacy Solutions Engineer (CDPSE) – *in progress, to be certified by July/August 2021*

ASSOCIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, Information Systems Audit and Control Association (ISACA)

Simonetta Poku-Yeboah

IT ADVISORY EXPERIENCED ASSOCIATE



PROPOSED ROLE & RESPONSIBILITIES

- Performs day-to-day execution of the engagement, task accomplishment, monitors progress, and ensures completion
- Executes workplans, adheres to methodology, meets project objectives and scope, contributes to status reporting
- Utilizes structured workplan guides and data collection instruments
- Conducts information system analysis and assists in report writing

SUMMARY

Simonetta has over three years of experience performing audits using Sarbanes-Oxley (SOX), Committee of Sponsoring Organizations of the Treadway Commission (COSO), and Federal Information System Controls Audit Manual (FISCAM).

Her experience includes managing SOC attestation and third-party opinion services, information technologies, accounting, and design and optimization of controls utilizing a general knowledge of business processes. Additional relevant experience includes creating internal control documentation for engagements, including narratives; creation of processes and data flows; supporting external financial statement and SOX compliance engagements; application and information technology general computer controls; assisting financial audit and Sarbanes-Oxley compliance teams in the identification of control objectives; and the design of control procedures to address those objectives.

Simonetta also has assessed IT security policies, procedures, and controls of business applications, networks, operating systems; reviewed, documented, evaluated, and tested application controls – particularly automated controls – on a wide range of ERP systems and software applications, across a wide variety of client business processes; and identified internal IT controls, assessed their design and operational effectiveness, determined risk exposures, developed remediation plans, and determined technical and business impacts of identified security and control issues while simultaneously providing remediation guidance.

EDUCATION, LICENSES, AND CERTIFICATIONS

- Master of Administration, Franklin University, Columbus, OH
- Bachelor of Healthcare Management, Franklin University, Columbus, OH
- Certified Information Systems Auditor (CISA) – in progress, to be certified by July/August 2021

ASSOCIATIONS

- Member, Information Systems Audit and Control Association (ISACA)

Joseph (Tak Hang) Lau, CDPSE, CISA, CISM, CRISC, CGEIT, ITIL-F

INFORMATION TECHNOLOGY SPECIALIST – SUBCONTRACTOR



PROPOSED ROLE & RESPONSIBILITIES

- Consult on business continuity planning, regulatory compliance (SOC2, ISAE, NIST-800, SOX, and ISO)
- Baseline security testing and security assessment
- Penetration testing

SUMMARY

Joseph, Principle, Security Advisor at Binary LLC, is a seasoned executive with over 15 years of experience implementing best practice audit, risk, information technology, and security programs at international organizations in banking, manufacturing, and pharmaceutical fields.

Joseph assisted in conducting external penetration testing for the City of Yorba Linda's Cybersecurity Assessment and Anchor QEA's Cybersecurity Maturity Model Certification (CMMC) Compliance Readiness Assessment.

Joseph's areas of expertise include the following:

- Network, Systems, Cloud, & Mobile Security
- IT Service Management
- Cyber Threat and Vulnerability Management
- Security & Risk Assessment
- ISO 27001, 17, 18 & SOC 2 Audit
- Infrastructure Design

EDUCATION, LICENSES, AND CERTIFICATIONS

- B.S., Business Administration, Northeastern University, Boston, MA
- Certified Data Privacy Solution Engineer (CDPSE)
- Certified Information Systems Auditor (CISA)
- Certified Information Security Manager (CISM)
- Certified in Risk and Information Systems Control (CRISC)
- Certified in the Governance of Enterprise IT (CGEIT)
- ITIL Version 3 Foundation Certified (ITIL-F)

ASSOCIATIONS

- Member, Information Systems Audit and Control Association (ISACA)

Thank you.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of professional
services firm

CITY OF MONTEBELLO
INFORMATION TECHNOLOGY ASSESSMENT AND IMPROVEMENT PROJECT
STATEMENT OF QUALIFICATIONS (SOQ)

9/9/2021

City of Montebello
Finance Department
Attn: Micah Herd, Senior Management Analyst
1600 W. Beverly Boulevard
Montebello, CA 90640

In response to the Request for Qualifications (RFQ) issued by the City of Montebello, DiamondIT has prepared the following Statement of Qualifications for Information Technology Assessment, Upgrade, and Improvement Project.

This document details DiamondIT's ability to provide IT services as requested. This Statement of Qualifications is drafted to match the areas identified in the RFQ to enable the City of Montebello staff to easily locate answers to requested questions.

We thank you for the opportunity of providing information about our company and services. Point of contacts for DiamondIT include:

- Matt Mayo CEO
  mmayo@diamondit.pro
  661-833-5600

- Mike Leftwich VP/GM
  mleftwich@diamondit.pro
  661-473-7667

Thank You,

Mike Leftwich
Vice President / General Manager
DiamondIT
8701 Swigert Court
Bakersfield, CA 93311
D: 661.473.7667 | F: 661.833.5608
Email: mleftwich@diamondit.pro
Web Site: www.diamondit.pro

2. General Consultant Information

Originally founded in 1997 as a hardware reseller to various local government agencies, DiamondIT re-organized and evolved in 2005 into a provider of network support services in Kern, Fresno, Ventura, Northern Los Angeles, and Santa Barbara Counties. DiamondIT is now the leader amongst IT support providers in the area.

DiamondIT is a Security-Focused Managed Services IT Provider. Our team follows industry best practice standards and utilizes security concentrated policies and procedures to ensure our clients are protected from today's threats. Our services include Next Generation tools, solutions, and techniques designed to prevent the loss of data, improve end-user productivity, and increase revenue. Our management team includes the most qualified industry Certified Systems Engineers, Certified Network Engineers, and CISSP Certified Engineers. All project engagements are designed to ensure that any and all security concerns are addressed with our clients before implementation and solutioned for specifically.

DiamondIT has provided these services for both public sector and private sector clients for over 15 years and has successfully accommodated their diverse needs and requirements.

Client Demographics

Total number of clients: 103 active clients

Total number of clients in the County of Los Angeles: 07

Total number of public sector clients: 25 active public sector clients

Total number of local/state/federal government clients: 11

37% of DiamondIT's total business is focused on government and school districts.

DiamondIT has a great deal of familiarity with local government and the services they provide to their residents. We support 6 local government clients with 5 law enforcement agencies. These clients vary in size with 200 to 300 users and multiple locations. Their IT needs are very similar to the City of Montebello and include Public Safety, Transit, Public Works, Water, and Wastewater departments.

DiamondIT has a total of 23 full-time employees and 1 part-time employee. Our support team consists of 13 Network System Engineers, Network Administrators, and Support Technicians. There are 4 Consultant/Account Management team members and 6 administrative support members.

DiamondIT is a Microsoft Gold Partner. We provide services including design, implementation, and support of Microsoft products including Microsoft Windows Server 2019 (and older versions),

Microsoft Exchange Server 2019 (and older versions), Microsoft SQL Server 2019 (and older versions), Windows 10 Pro Desktop Operating systems (and older version).

DiamondIT has implemented and managed Microsoft Windows Server operating systems and applications for 100's of clients. Our engineering team is well versed in the designing, implementation, and day to day Support of:

- Microsoft Windows Server (version 2012, 2016 & 2019)
- Microsoft Exchange Server (versions 2010, 2013, 2016, 2019)
- Microsoft SQL Server applications (versions 2012, 2013 2014, 2019)
  Microsoft Azure Cloud-Based Virtual Server infrastructure
  Microsoft 365 Hosted Exchange Online and Office Applications

DiamondIT is also a Microsoft Cloud Solutions Provider (CSP) and specializes in Microsoft Azure Hosted Cloud infrastructure and Microsoft 365 Modern Desktop services. We are experienced with Microsoft's government complaint GCC platforms that map to DOJ and CJIS requirements for law enforcement agencies.

DiamondIT holds several California Multiple Award Schedules (CMAS) for Dell, HP, Cisco hardware and labor services offering; cost savings, experience, flexibility, choice, and time savings to local and government agencies when making IT hardware, software, and installation purchases.

3. Statement regarding your understanding of the IT upgrade project and ongoing support services required by the City of Montebello

Our management team has conducted an in-depth review of this RFQ. It is our understanding that the City of Montebello hopes to find a small pool of providers with the experience and capabilities necessary to upgrade the City's IT Infrastructure. It is clearly understood that the City hopes to implement long-term solutions designed to increase system efficiency and continuity.

We are registered on the Planet Bids Portal and we would like our SOQ to demonstrate that we are a well-qualified and an ideal fit consultant to provide the items and services required to assess the City of Montebello's IT infrastructure and to implement upgrades/improvements across the City's network.

We have knowledge and expertise in IT but are specifically experienced with local city government and law enforcement agencies. All our employees are background checked and most have DOJ and CJIS approval for working with Law Enforcement Agencies.

We look forward to being selected for the shortlist of consultants and participating in a job walk when the City releases its RPF scope. We are well equipped to design and support the IT infrastructure necessary to handle the anticipated growth in population and economic development.

We understand from the RFQ document that the City's current IT infrastructure needs to be updated for planned growth and many system components are aging, outdated, and/or obsolete.

We understand that project is focused on network infrastructure, computer hardware, and computer software. We are also capable of assisting the City with plans to address its telecommunications need in the future.

After a review of your IT requirements your DiamondIT team will implement systems using Tier 1 hardware and software, if necessary, that is designed for maximum performance, include High-Availability, and is cost-effective. Our goal is to incorporate a system that lasts the recommended system lifetime.

4. Statement Regarding Consultant's Project Management Approach and Practices

Our standard process when engaging in projects is to perform a complete evaluation of the current system. We will then consider the best resources available to complete the desired upgrades. Projects are assigned to an engineer and technician who are most familiar with the project type. The project is also assigned to a project coordinator for coordination and an engineer for hands on implementation oversight. The assigned team is responsible for ensuring the seamless execution of materials management, implementation scheduling, client communication, project delivery, and customer satisfaction. New systems are implemented strategically to minimize the negative impact on end-user performance.

DiamondIT's strategic approach is the differentiator that makes us unique. We are always refining our client's IT posture to meet their organizational priorities and budgetary needs. DiamondIT's delivery model is to continuously assess, plan, implement, monitor, and re-assess all aspects of IT support with a strategic thought process.

We also apply the same approach to our internal processes. We are customer-obsessed and always working to refine ourselves and our solutions to improve delivery to our clients. The result of our approach is we minimize client downtime, improve employee productivity, reduce security risks, and saves our clients' money.

To ensure maximum performance on all network systems, DiamondIT recommends and provides regularly scheduled maintenance on all systems we support. [redacted] We have been instrumental in preventing these attacks on both private and public clients. [redacted]

5. Statement Regarding Previous Work/Experience with Local (or other levels) of Government

DiamondIT has assisted with a large variety of projects and support services for many local government agencies. We have experience with large infrastructure projects including Server hardware, network infrastructure, Voice Over IP phone system deployments.

[redacted].

Our team provides Help Desk and after-hours support 365 days per year. We have on call technicians who answer the call for help at any time of the night.

DiamondIT has assisted in the infrastructure implementation and support with our municipal clients' line of business software and accounting solutions. [redacted]

DiamondIT has deployed ground-up security systems and storage solutions. DiamondIT has completed multiple projects to refresh and augment original deployments with new and additional cameras and access control systems.

6. Describe your experience with Public Safety Systems/Criminal Justice System

DiamondIT has served as the sole IT support team for the following police departments in Kern County.

- Delano Police Department –7 years
- Tehachapi Police Department – 6 years
- Arvin Police Department – 4 years
- Bear Valley Community Services Police Department – 2 years
- California City Police Department – 4 months

We work on behalf of these agencies when coordinating service with the Kern County Sherriff's office for CLETS, CJIS, and related support as needed. DiamondIT has also assisted these agencies with their CLETS applications and questioners as a part of their 3-year CLETS audit cycle.

DiamondIT has worked directly with Kern County Sheriff's Office resources including department managers Dan Helmuth and Kevin Fisher. We have assisted the Sherriff's department with project work including database design, network installation, and security projects. We also work closely with KCSO when necessary to troubleshoot CJIS communication issues.

The technicians assigned to support our public safety clients are required to be NCIC certified before they are allowed to provide onsite or remote support. Our technicians are backed up by DiamondIT's internal help desk which is also manned by NCIC certified technicians.

Our team has supported multiple implementations of Record Information Management (RIM) systems software. We have worked closely with the planning, implementation, and ongoing support, specifically for Sunridge Systems software. We have assisted with the migration of a

local agency from TrackNET to RIMS. Here are the organizations we currently provide support for on this application:

- Delano Police Department
- Tehachapi Police Department
- Arvin Police Department
- Bear Valley Police Department (former RIMS agency)

We have assisted in the deployment of the Police Mobile Digital Computer (MDC) devices. As a Panasonic reseller, we have assisted in the purchase of the necessary hardware and have been able to negotiate pricing to reduce the capital hardware expense.

Our team assisted in the deployment and integrations of new VESTA 911 system hardware in 2019 for all locations. DiamondIT assisted with the installation, integration, and continuous ongoing support of the VESTA 911 systems for the following municipalities:

- Delano Police Department
- Tehachapi Police Department
- Arvin Police Department

7. Method of evaluating the City's current IT infrastructure

[redacted]

8. A Statement Regarding Why the Consultant Believes It Should Be Selected

DiamondIT is focused on providing the absolute best service to all of our clients. Our security-first business practice meets and exceeds the IT needs of our municipal clients. We have developed a support system that ensures timely response and accurate solution recommendations. We ensure that our clients receive the most effective IT system designed to minimize network downtime and end-user productivity.

If selected DiamondIT will become an extension of the City's IT team. The City will be assigned an account management team that will meet with the assigned representative(s) of the City to review IT performance and support needs regularly. Your management team will assist with annual budget planning to ensure the City achieves the maximum return on investment of capital expenditures without risking negative performance, or loss of revenue, due to poor or improper resource management.

9. Terminated Agreements/Contracts – NONE

10. Sub-contractors/Sub-consultants – NONE

11. References

Following are several accounts that we manage and their contact information. They have given the authorization to be contacted as a reference and are willing to discuss their experience with Diamond Technologies.

Organization/Agency: City of Tehachapi

Contact Person: Ashley Whitmore

Phone: 661-822-8800 x 101 Email: awhitmore@techapicityhall.com

Work Performed: Full-Service IT Support/Help desk support

Contract Value ~$18,000 month

Organization/Agency: City of Arvin CA

Contact Person: Jeff Jones

Phone: 661-854-3134 Email: jeffjones@arvin.org

Work Performed: Full-Service IT Support/Help desk support

Contract Value ~$14,000 month

Organization/Agency: City of California City

Contact Person: Anne Ambrose

Phone: 760-373-8664 Email: aambrose@californiacity-ca.gov

Work Performed: Full-Service IT Support/Help desk support

Contract Value ~$18,000 month

Organization/Agency: City of Delano

Contact Person: Rosa Rios

Phone: 661-720-2235 Email: rrios@cityofdelano.org

Work IT Support and Help Desk support of Delano PD

Contract Value ~$15,000 month

Evaluation Sheets

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: Avero

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	25
Experience	25	15
Project Management/Implementation Approach	25	20
Reference Checks	10	

Notes: Limited experience working with public safety agencies. Limited experience with California based agencies.

Reviewer: Micah Herd

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: _____Avero_____

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	25
Experience	25	15
Project Management/Implementation Approach	25	20
Reference Checks	10	

Notes:_____Limited Public Safety and regional experience._____

_____

_____

_____

Reviewer: ___Shawn_____

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: Blackline

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	25
Experience	25	15
Project Management/Implementation Approach	25	15
Reference Checks	10	

Notes: No locally based. Public safety experience with agencies located outside of US.

Reviewer: Micah Herd

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: Diamond

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	15
Experience	25	15
Project Management/Implementation Approach	25	10
Reference Checks	10	

Notes: Lacks full understanding of City scope and need.

_____

_____

_____

Reviewer: ___Shawn_____

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: Diamond IT

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	20
Experience	25	15
Project Management/Implementation Approach	25	10
Reference Checks	10	

Notes: Limited understanding of the City's local requirements.

Reviewer: Micah Herd

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: Diamond

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	15
Experience	25	15
Project Management/Implementation Approach	25	10
Reference Checks	10	

Notes: Lacks a clear understanding of local need.

_____

_____

_____

Reviewer: ___Shawn_____

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: Dynamic Systems

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	30
Experience	25	20
Project Management/Implementation Approach	25	20
Reference Checks	10	

Notes: Detailed understanding of the City's requirements. Expressed capability to complete project from assessment to construction phase.

Reviewer: Micah Herd

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: Dynamic

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	25
Experience	25	20
Project Management/Implementation Approach	25	20
Reference Checks	10	

Notes: Okay understanding, good experience especially with Project Management.

_____

_____

_____

Reviewer: ___Shawn_____

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: I-Copy/IBE Digital

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	35
Experience	25	20
Project Management/Implementation Approach	25	20
Reference Checks	10	10

Notes: Prior experience with City. Understanding of City's requirements.

Reviewer: Micah Herd

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: I Copy Inc

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	35
Experience	25	20
Project Management/Implementation Approach	25	20
Reference Checks	10	

Notes: Excellent experience, support and understanding

_____

_____

_____

Reviewer: ___Shawn_____

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: Insight

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	20
Experience	25	10
Project Management/Implementation Approach	25	15
Reference Checks	10	

Notes: Consultant did not disclose some of the general information requested; did not respond to some of the questions. For this reason, understanding and experience was difficult to evaluate.

Reviewer: Micah Herd

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: Insight Public Sector, Inc.

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	20
Experience	25	15
Project Management/Implementation Approach	25	15
Reference Checks	10	

Notes: Lacks requested details.

_____

_____

_____

Reviewer: ___Shawn_____

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: Intelesys

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	30
Experience	25	20
Project Management/Implementation Approach	25	20
Reference Checks	10	

Notes: Consultant expressed sufficient knowledge of the City's needs. Detailed description of public safety solution experience. Local business.

Reviewer: Micah Herd

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: IntelesysOne

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	30
Experience	25	20
Project Management/Implementation Approach	25	20
Reference Checks	10	

Notes: Full understanding of needs and experienced with like organizations

_____

_____

_____

Reviewer: ___Shawn_____

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: Integration Partners

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	30
Experience	25	20
Project Management/Implementation Approach	25	15
Reference Checks	10	

Notes: Consultant expressed sufficient knowledge of the City's needs.

Reviewer: Micah Herd

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: Integration Partners Inc

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	25
Experience	25	20
Project Management/Implementation Approach	25	20
Reference Checks	10	

Notes: Supports similar organizations, no experience inside LA County

_____

_____

_____

Reviewer: ___Shawn_____

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: IT21ST

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	20
Experience	25	10
Project Management/Implementation Approach	25	20
Reference Checks	10	

Notes: Limited experience with government agencies/public safety.

Reviewer: Micah Herd

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: IT21st, LLC

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	15
Experience	25	10
Project Management/Implementation Approach	25	15
Reference Checks	10	

Notes: Lack of relevant experience

_____

_____

_____

Reviewer: ___Shawn_____

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: MGO

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	20
Experience	25	15
Project Management/Implementation Approach	25	20
Reference Checks	10	

Notes: Consultant expressed a clear understanding of the assessment portion. Not clear if it is understood the City is seeking a consultant for implementation.

Reviewer: Micah Herd

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: Macias Gini & O'Connell LLP

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	15
Experience	25	10
Project Management/Implementation Approach	25	15
Reference Checks	10	

Notes: Lacks understanding of the City's IT needs

_____

_____

_____

Reviewer: ___Shawn_____

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: MGT

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	20
Experience	25	20
Project Management/Implementation Approach	25	15
Reference Checks	10	

Notes: Consultant expressed a clear understanding of the assessment portion. Not clear if it is understood the City is seeking a consultant for implementation.

Reviewer: Micah Herd

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: MGT of America Consulting, LLC

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	20
Experience	25	15
Project Management/Implementation Approach	25	20
Reference Checks	10	

Notes: Not enough scope of full City's IT needs

_____

_____

_____

Reviewer: ___Shawn_____

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: TechnoGen

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	20
Experience	25	20
Project Management/Implementation Approach	25	15
Reference Checks	10	

Notes: Consultant expressed a clear understanding of the assessment portion. Not clear if it is understood the City is seeking a consultant for implementation as well.

Reviewer: Micah Herd

Date: _____

Evaluation Sheet

RFQual 21-1

IT Assessment, Upgrade, and Improvement Project

Consultant Name: TechnoGen Inc

Category	*Max Points*	*Points Awarded*
Understanding of City's Requirements	40	15
Experience	25	15
Project Management/Implementation Approach	25	20
Reference Checks	10	

Notes: Lacks understanding of City requirements.

_____

_____

_____

Reviewer: ___Shawn_____

Date: _____

ITEM # 15

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Paul Espinosa, Police Chief

SUBJECT: **ADOPT RESOLUTION NO. 23-56 APPROVING THE AUTHORIZATION AND EXECUTION OF THE AGREEMENT TO RECEIVE GRANT FUNDS FROM THE CALIFORNIA HIGHWAY PATROL THROUGH THE CANNABIS TAX FUND GRANT PROGRAM**

DATE: June 28, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the California Highway Patrol (CHP) under the Cannabis Tax Fund Grant Program (CTFGP) in the amount of $105,688; and
2. Authorize for the Acting City Manager to execute the contract of grant funds; and
3. Amend the Fiscal Year 2023-24 budget and increase appropriations by $70,688 in Account No. 265-80-832-5010.10 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Overtime [expenditures]), $35,000 in Account No. 265-80-832-6010.10 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Machinery and Equipment [expenditures]), and $105,688 in Account No. 265-99-4198.86 (Grants, CHP Cannabis Tax Fund Grant Program [revenue]); and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The City of Montebello is being awarded $105,688 from the CHP Cannabis Tax Fund Grant Program. Although the City must pay upfront costs, authorized expenditures will be reimbursed by the Grant. Reimbursement claims will be submitted as expenses are incurred based on the needs of the Police Department.

The funds are to be distributed to a specific CHP-Grant account which will reflect the following budget (Account No. 265-80-832):

1. Personnel Costs-Overtime (5010.10) $70,688

2. Machinery & Equipment (6010.10) $35,000

Due to the timing of the notificationn of grant award, these funds were not included in the proposed Fiscal Year 2023-24 budget. The adoped FY 2023-24 budget must be amended to increase approprations by $105,688 in both expenditure and revenue accounts (265-80-832-5010.10, -6010.10 and 265-99-4198.86).

BACKGROUND/DISCUSSION:

The California Highway Patrol (CHP) works closely with state and local agencies and other traffic safety stakeholders to actively address impaired driving. The CHP considers a variety of factors in determining specific needs for each grant cycle, including opportunities and projects best suited to prevent the loss of life, injuries, and property damage caused by driving under the influence of alcohol and/or drugs.

With the passage of Proposition 64 in 2016, The Control, Regulate, and Tax Adult Use Marijuana Act (AUMU), California voters mandated the state to set aside funding for the CHP to provide grants to local governments and qualified non-profit organizations for the education, prevention, and enforcement of impaired driving laws pursuant to Section 34019 (f)(3)(B) Revenue and Taxation Code (RTC).

ENVIRONMENTAL:

N/A

ANALYSIS:

These law enforcement grants are aimed to provide financial assistance to allied agencies for the education, prevention and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Department’s effectiveness through training and development of new strategies.

The City of Montebello has been approved to receive $105,688 from the CHP Grant Program. Funding will be used by the Montebello Police Department to conduct high visibility traffic enforcement operations and to procure a DUI checkpoint trailer. The CHP requires approval by the City Council of a resolution formally accepting the grant funds. In addition, given the timing of the receipt of these grant funds, the Fiscal Year 2023-24 budget must be amended so the Department is able to utilize them in the new fiscal year.

SUMMARY:

Staff is recommending City Council adopt a resolution authorizing use of the Grant funds

as further outlined in the attached grant application and amend the Fiscal Year 2023-24 budget and increase appropriations by $70,688 in Account No. 265-80-832-5010.10 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Overtime [expenditures]), $35,000 in Account No. 265-80-832-6010.10 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Machinery and Equipment [expenditures]), and $105,688 in Account No. 265-99-4198.86 (Grants, CHP Cannabis Tax Fund Grant Program [revenue]).

ATTACHMENT(S)

1. Attachment A - 2023 RFA Law Enforcement Small and Mid-Size
2. Attachment B - City of Montebello Police Department Application
3. Attachment C - FY23-24 CTFGP Intent to Award City of Montebello PD
4. Attachment D - Resolution No. 23-56 - CHP Grant Award 2023

NEXT STEPS:

N/A

CANNABIS TAX FUND GRANT PROGRAM
REQUEST FOR APPLICATION

Opportunity
Law Enforcement

Eligible Applicants
Small and Mid-Size Law Enforcement Organizations/Agencies

Project Performance Period
July 1, 2023 through June 30, 2024

This Request for Application (RFA) provides specific Grant Opportunity information for the Cannabis Tax Fund Grant Program (CTFGP) 2023/2024 Grant Cycle, including important deadlines and details. To ensure all eligibility requirements are met for successful participation in the CTFGP, please review the **California Code of Regulations (Title 13, Division 2, Chapter 13) and other Grant Program information posted on the California Highway Patrol's (CHP) Web site.**

Important Dates

Activity	Date
Grant Workshop	January 5, 2023
Grant Application Submission Period	January 6, 2023 – February 23, 2023
Grant Application Submission Deadline	February 23, 2023, 5:00pm Pacific Time
Grant Application Review	February – May 2023
Award Announcements	May – June 2023
Start of Project Performance Period	July 1, 2023

Funding Requirements

A Grant Applicant may only submit one Grant Application per Grant Opportunity and shall only request the amount of grant funds necessary to complete the project within the Project Performance Period.

Grant funds shall be used to implement new activities or augment existing funds, which expand current activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that are appropriated or earmarked for the same purpose and are routine and/or existing state and local expenditures. Supplanting is the deliberate reduction in the amount of federal, state, or local funding appropriated to an existing program or activity because grant funds are awarded for the same purpose. It is the responsibility of the Grant Applicant to ensure supplanting does not occur.

Match Requirements

This Grant Opportunity does not require matching funds.

Project Costs

Estimated project costs shall support grant-funded project activities that help address impaired driving and are directly related to the scope of work identified in the Grant Application. To be permissible, project costs must be reasonable, necessary, and expended according to the CTFGP policies, procedures, and regulations. Projects are required to have a realistic and prudent budget that avoids unnecessary expenditures unrelated to the project activities. Final determination of eligibility will be made by the Cannabis Grants Unit (CGU) and approved within the Grant Agreement. Please refer to Annex A for ineligible expenses.

The information below includes the approximate grant funding amount, project requirements, and project cost guidelines.

Project Performance Period

One Year (July 1, 2023 through June 30, 2024)

Eligible Applicants

Small and Mid-Size Law Enforcement Organizations/Agencies, with the primary function of enforcing traffic laws, which includes responding to calls, making arrests, and issuing citations, pursuant to the California Penal Code, California Vehicle Code, and California Health and Safety Code

Small-Size Law Enforcement Organizations/Agencies: 100 employees or less
Mid-Size Law Enforcement Organizations/Agencies: 500 employees or less

Project Funding

Available project funding is approximately $13 million, with a $500,000 cap per Grant Application. Grant Applicant must provide strong justification, measurable goals, and an immediate need for all requested budget items as part of the project.

Project Requirements

Requested services, equipment, and supplies shall be in direct support of grant-funded project activities. Law Enforcement projects shall include at least one activity and focus on one or more of the following project activities:

- Increase driving under the influence (DUI)/driving under the influence of drugs (DUID) enforcement efforts (ex: DUI Saturation Patrols, DUI Checkpoints)
- Drug Evaluation and Classification (DEC) courses (ex: SFST Training, ARIDE Training, DRE Training), and other approved trainings to help increase the knowledge of law enforcement personnel in detecting and removing impaired drivers from the roadway
- General prevention education and community outreach designed to educate the public about the dangers of impaired driving (ex: presentations to high school and/or college students, with a direct focus on Drive High = DUI, Designate a Sober Driver, or another campaign message against impaired driving)

If the project includes limited, education-based activities, in conjunction with other enforcement-related activities/efforts, then Law Enforcement Organizations/Agencies should apply for this Law Enforcement Grant Opportunity.

If the project, in its entirety, solely focuses on an innovative, education-based program for local communities, then Law Enforcement Organizations/Agencies should apply for the Education Grant Opportunity.

Eligible Project Cost Categories

Personnel: Costs may include compensation for salaries and fringe benefits, such as annual leave and sick leave, for work directly related to the project. Personnel salaries must be consistent with project activities. To be eligible for reimbursement, Personnel Services must occur within the Project Performance Period.

Eligible expenses may include, but are not limited to:

- Hours conducted on project activities above and beyond normal work duties, including DUI Saturation Patrols and DUI Checkpoints
- Attend or instruct approved trainings related to impaired driving
- Backfill for staff attending approved trainings

Travel: Costs may include travel associated with approved in-state and out-of-state project-related conferences, seminars, workshops, and trainings. The most economical mode of travel, in terms of direct expenses to the project, must be used. To be eligible for reimbursement, Travel must occur within the Project Performance Period. Out-of-state travel is only allowed in exceptional situations. For additional information on travel restrictions, please refer to https://oag.ca.gov/ab1887.

Eligible expenses may include, but are not limited to:

- Mileage (based on current State rate) or fuel expenses
- Hotel accommodations
- Commercial airline fares
- Parking fees
- Bridge tolls and/or taxi or bus fares

Equipment: Costs may include non-expendable, tangible, personal property having a normal useful life of more than one year, and an acquisition cost of at least $5,000 (ex: four identical assets, which cost $1,250 each, for a total of $5,000, are not considered an equipment purchase). Equipment shall be directly related and necessary to complete grant-funded activities included in the project. Equipment should be purchased at the beginning of the Project Performance Period to ensure it is utilized when completing corresponding project activities. To be eligible for reimbursement, equipment must be purchased and received within the Project Performance Period.

Consultants/Contracts: Costs may include professional services necessary to carry out the project goals and deliverables that are clearly outlined in the Grant Application. A copy of the contract and/or scope of work must be submitted to and approved by the CGU prior to commencement of work. To be eligible for reimbursement, Consultants/Contracts Services must occur within the Project Performance Period.

Other Direct Costs: Costs may include operational costs. Other Direct Costs shall be directly related and necessary to complete grant-funded activities included in the project. Other Direct Costs should be purchased at the beginning of the Project Performance Period to ensure they are utilized when completing corresponding project activities. To be eligible for reimbursement, Other Direct Costs must be purchased and received within the Project Performance Period.

Eligible expenses may include, but are not limited to:

- Equipment with an acquisition cost under $5,000 (ex: Preliminary Alcohol Screening [PAS] devices)
- Registration Fees for approved conferences
- Educational/outreach materials (ex: brochures, pamphlets)
- Social media costs

Additional Information

References:

- Revenue and Taxation Code Section 34019
- California Code of Regulations, Title 13, Division 2, Chapter 13

For additional questions, please contact the Cannabis Grants Unit at (916) 843-4360 or via email at CGUGrants@chp.ca.gov.

ANNEX A

Ineligible Expenses for Law Enforcement Grant Opportunity

Items
All Weapons
Consoles, Cages
Entertainment
Facility Rental
Food During Enforcement Efforts (ex: DUI Checkpoint)
Frozen Positions
Full Salary Positions
Gifts
Highway Construction, Maintenance, Design
Land
Law Enforcement Items (Spike Strips, Sirens, Station-Related Software, License Plate Readers)
Liability Insurance
Lobbying Costs
Office Furniture and Fixtures
Overhead Costs (ex: Microsoft Office Software, Cellular Plans, Vehicle Insurance and Maintenance)
Supplanting
SWAT/Armored Vehicles
Traffic Investigation Equipment
Uniforms
Utilities

The items listed above are provided as examples and do not constitute all ineligible costs

City of Montebello Police Department

Prepared by City of Montebello- Police Department
for California Highway Patrol (CHP) Law Enforcement: Small and Mid-Size Organizations/Agencies FY 2023/2024

Primary Contact: Vanessa Nava

Opportunity Details

Opportunity Information

Title

Law Enforcement: Small and Mid-Size Organizations/Agencies FY 2023/2024

Description

Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve Agency's effectiveness through training and development of new strategies.

Awarding Agency Name

California Highway Patrol

Agency Contact Name

Cannabis Grants Unit (CGU)

Agency Contact Phone

916-843-4360

Agency Contact Email

CGUGrants@chp.ca.gov

Fund Activity Categories

Education, Law, Justice and Legal Services

Departments

Subjects

Opportunity Manager

Cannabis Grants Unit (CGU)

Opportunity Posted Date

1/6/2023

Public Link

https://www.gotomygrants.com/Public/Opportunities/Details/259db833-ebad-4961-9186-e38e7f99b9e6

Is Published

Yes

Funding Information

Funding Sources

State

Funding Source Description

With the passage of Proposition 64 in 2016, The Control, Regulate, and Tax Adult Use Marijuana Act (AUMU), California voters mandated the state to set aside funding for the CHP to provide grants to local governments and qualified non-profit organizations for the education, prevention, and enforcement of impaired driving laws pursuant to Section 34019 (f)(3)(B) Revenue and Taxation Code (RTC).

Funding Restrictions

State Agencies/Departments, please refer to Section 34019 (f)(3)(b) RTC and California Code of Regulations, Title 13, Division 2, Chapter 12, for additional information.

Award Information

Award Range
$500,000.00 Ceiling

Award Period
07/01/2023 - 06/30/2024

Award Type
Competitive

Indirect Costs Allowed
No

Matching Requirement
No

Submission Information

Submission Window
01/06/2023 8:00 AM - 02/23/2023 5:00 PM

Submission Timeline Type
One Time

Submission Timeline Additional Information
Grant Applicants are advised to ask submittal questions well before the deadline. The Cannabis Grants Unit (CGU) cannot guarantee an immediate response and the Grant Management System (GMS) will automatically close at 5:00 PM PST. Once a Grant Application is submitted through the GMS, Grant Applicants may not add, edit, or delete any Grant Application information.

Question Submission Information

Question Submission Email Address
CGUGrants@chp.ca.gov

Eligibility Information

Eligibility Type
Public

Additional Eligibility Information
Small and Mid-Size Law Enforcement Organizations/Agencies, with the primary function of enforcing traffic laws, which includes responding to calls, making arrests, and issuing citations, pursuant to the California Penal Code, California Vehicle Code, and California Health and Safety Code

Small-Size Law Enforcement Organizations/Agencies: 100 employees or less
Mid-Size Law Enforcement Organizations/Agencies: 500 employees or less

Additional Information

Additional Information URL
https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program

Award Administration Information

State Award Notices

Awards will be announced in May and June 2023.

Administrative and National Policy Requirements

The California Highway Patrol (CHP) adopted regulations within Title 13 of the California Code of Regulations (CCR), Division 2, by adding Chapter 13, which govern the CHP, Cannabis Tax Fund Grant Program.

These regulations outline:
* Grant Provisions
* Grant Project Types
* Specific Grant Application Requirements
* Grant Evaluation Criteria
* Necessary Administrative Procedures for the Program

Regulations can be found at:
https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program/program-regulations

Reporting

Quarterly Reporting is required and due within 14 calendar days after the close of each quarter.

Quarter One (Q1): July 1 - September 30
Quarter Two (Q2): October 1 - December 31
Quarter Three (Q3): January 1 - March 31
Quarter Four (Q4): April 1 - June 30

Other Information

Please ensure your Organization/Agency has the capability to electronically sign required documents (ex: Grant Agreement).

Project Information

Application Information

Application Name
City of Montebello Police Department

Award Requested
$105,688.00

Total Award Budget
$105,688.00

Primary Contact Information

Name
Vanessa Nava

Email Address
vpadilla@montebelloca.gov

Address
1600 West Beverly Boulevard
Montebello, California 90640

Phone Number
(323) 887-1200

Project Description

1. Organization/Agency Representatives

Organization/Agency Section/Unit (subdivision) to administer the Grant Agreement

Police Department

Organization/Agency Representative

Please complete the following fields with appropriate Organization/Agency representatives, as applicable.

- **The Authorized Official is authorized to enter into a Grant Agreement with signing authority.**
- **The Authorized Financial Contact maintains financial records, documentation, and recipient of warrant.**
- **The Administrative Contact is responsible for day-to-day administration.**

Note: Information requested is for Grant Application purposes only. Security roles (titles) differ from those within the GMS.

Authorized Official Name (first and last)

Paul Espinosa

Authorized Official Title

Chief of Police

Authorized Official Address (street, city, state, zip code)

1600 West Beverly Boulevard, Montebello, CA, 90640

Official Address to Receive Reimbursement Payment - MUST MATCH FI$CAL FORM (street, city, state, zip code)

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Authorized Official Phone Number (with area code)

3238871200 ext 313

Authorized Official Email Address

pespinosa@montebelloca.gov

Authorized Financial Contact Name (first and last)

Michael Solorza

Authorized Financial Contact Title

Director of Finance

Authorized Financial Contact Phone Number (with area code)

3238871200 ext 412

Authorized Financial Contact Email Address

msolorza@montebelloca.gov

Administrative Contact Name (first and last)

Vanessa Nava

Administrative Contact Title

Grants and Projects Administrator

Administrative Contact Phone Number (with area code)

3238871200 ext 238

Administrative Contact Email Address
vpadilla@montebelloca.gov

2. Senate/Assembly/Congressional/County Information

Instructions

To determine the State Senate District(s), State Assembly District(s), and California Congressional District(s), copy and paste the below URL in your browser and search:

https://gis.data.ca.gov/maps/CDEGIS::legislative-districts-in-california-2/abouthttps://gis.data.ca.gov/maps/CDEGIS::legislative-districts-in-california-2/about

Select one or more State Senate District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

State Senate 30

Select one or more State Assembly District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

State Assembly 54

Select one or more California Congressional District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

California Congressional District 38

Select one or more California counties where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

Los Angeles

Number of residents (population) that your Organization/Agency serves.

61204

3. Statistical Data

Please ensure the responses below are accurate and align with the statistical data provided within the Grant Application.

If a question is not applicable, please input "0" or "N/A".

Number of schools in your jurisdiction:*

	Elementary Schools	Middle Schools	High Schools	Colleges/Universities
Number of Schools	17	6	4	0

Number of law enforcement personnel within your Organization/Agency.

71

Does your Organization/Agency have specifically designated traffic enforcement personnel who conduct driving under the influence (DUI) enforcement operations?

- ○ Yes
- ◉ No

How often does your Organization/Agency conduct DUI enforcement activities (ex: DUI Saturation Patrols, DUI Checkpoints)?*

	Weekly Average	Monthly Average	Yearly Average
Enforcement Activities	1	3	12

How many law enforcement personnel have attended Standard Field Sobriety Test (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and/or Drug Recognition Evaluator (DRE) training?*

	SFST	ARIDE	DRE
Number of Trained Law Enforcement Personnel	20	10	4

How many certified DREs does your Organization/Agency currently have?

0

How many law enforcement personnel are certified SFST and/or DRE Instructors?*

	SFST	DRE
Number of Certified Instructors	0	0

What in-service training does your Organization/Agency offer related to DUI?

None are provided at this time

Is training conducted at your Organization/Agency or at an alternate facility?

- ○ Within Organization/Agency
- ◉ Alternate Facility

Does your law enforcement personnel participate in training with local city attorneys and/or district attorneys?

- ○ Yes
- ◉ No

Grant Funded Equipment

Have Cannabis Tax Fund Grant Program Grant Funds been utilized to purchase equipment (an acquisition cost of at least $5,000)?

- ○ Yes
- ◉ No

If yes, list EACH equipment item and fiscal year of the Grant Agreement.

4. Project Description

Project Types: Please select project type(s) applicable to your Project.

- ☐ Law Enforcement Training
- ☒ Public Education and/or Prevention
- ☒ Enforcement Efforts

Provide a brief overview/synopsis (a paragraph) of the proposed Project, detailing what activities/items will be used to obtain the desired outcome(s). PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The City of Montebello Police Department has determined, through the analysis of traffic data, that the awarded funding will have the greatest impact in the community by increasing awareness of safe driving practices and conducting enforcement operations in areas that statistically have been demonstrated to be high occurrences of primary collision factors. The department has initially identified a time period where most traffic crashes have occurred (12:00 pm – 6:00 pm). While focusing the initial traffic enforcement operations during this time period, the department will continue to analyze emerging traffic data and trends. If awarded funding, implementation of all grant activities will be accomplished by deploying personnel at known problematic, data-driven locations. There will also be an effort to conduct several enforcement operations such as DUI checkpoints and DUI Saturation Patrols.

5. Problem Statement & Proposed Solution

First, clearly identify the problem/need (Problem Statement) in your local community that will be addressed by the Project. Then, clearly identify the Proposed Solution to address the problem/need. If applicable, provide recent and high-level statistical data that directly supports the problem/need in your local community. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - EITHER TYPE INFORMATION IN FIELD OR ATTACH DOCUMENT.

The City of Montebello is a bustling and charming community located in Los Angeles County. Traffic volume is heavy throughout the city for several reasons. Montebello covers an area of approximately 8.25 miles and is bordered on the south by the Santa Ana Freeway (I-5) and on the north by the Pomona Freeway (SR-60). Several other freeways are nearby and easily accessible from the area including the Long Beach Freeway 710 and San Gabriel Freeway 605. Montebello is often referred to as a gateway city, with proximity to downtown Los Angeles and its shared borders with several cities including Monterey Park, Pico Rivera, Rosemead, Commerce, and East Los Angeles. The city is primarily residential; however, there is strong growth of commercial property and businesses. Montebello is home to a large shopping mall with heavy traffic that substantially increases during the holiday season. Additionally, there are five private schools, thirty-three schools in the Montebello Unified School District, and several universities in the surrounding area. Montebello is in one of the busiest counties in the country, it is bordered by heavily traveled freeways and is an area by which numerous commuters travel, shop, and reside on a daily basis. All these factors contribute to several traffic problems that the department hopes to mitigate.

The City of Montebello is fortunate to have an active community that is very aware and concerned of traffic trends. Social media has played a large role in creating this open and fluid communication. Through additional data analysis the Police Department has observed a trend emerge over the past few quarters, this new trend is being referred to as the “after-hours” trend. The noted crashes tend to be concentrated around the hours of after-school and after-work commutes. The data demonstrates that between the hours of 12:00 pm- 6:00 pm; 35%-45% of the crashes occurred in 2022. Concerning data also showed that in 2022, all 4 of the fatal crashes occurred during those daytime hours.

Having identified a noticeable trend in the hours of the crashes, it is that much more concerning that our alcohol involved crashes have also increased (18 injured in 2021 and 23 in 2022 including one fatality). Additionally, our Office of Traffic Safety Crash Rankings also showed our DUI arrests ranking increase from 34 in 2019 to 31 in 2020. This year the department will focus on expanding our social media campaigns to deter impaired driving. It is very apparent that our efforts are more necessary than ever before.

The City of Montebello Police Department is committed to conducting data-driven enforcement. This ensures that the most concerning issue is addressed first. The department is and has committed to reaching out to all types of groups in the community this includes various age groups (elderly and teen drivers), alternate travelers (bicyclists, pedestrians, and bus riders), and participating in different community events to reach the widest audience possible. These practices ensure that our efforts are communicated effectively to the community.

These efforts not only ensure that our grant activities are conducted to the highest of standards, but that we continue to propel our department mission in all aspects of our work: The mission of the Montebello Police Department is to provide effective and professional police services of the highest quality, in partnership with the citizens we serve, encouraging mutual respect and innovative problem solving, thereby improving the quality of life in our community.

Statistical Data/Report(s)

6. Performance Measures/Scope of Work

Using what you provided in the Project Description, detail the activities/items below which will serve as your goals and objectives for the Project. For each, include estimated timelines (ex: monthly, quarterly), quantitative measurements (ex: reduction of DUI/DUID by %), and justification detailing how it will enhance/support the Project. NOTE: The Performance Measures/Scope of Work must be consistent with the Project Description and Budget. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The City of Montebello Police Department is proposing to conduct the following enforcement operations:
4 DUI Checkpoints/ 1 per quarter
8 DUI Saturation Patrols/ 2 per quarter

The Department will perform activities during dates and times that have historically demonstrated a high occurrence of crashes and arrests.

The listed activities are intended to increase the visibility of our officers to deter the unwanted and unsafe behavior of driving while under the influence. The goal of this program is to reduce the number of crashes and arrests to zero. The program will monitor all activities to measure arrests and contacts being made.

7. Project Performance Evaluation

Provide the method of evaluation to show Project effectiveness and positive impact(s) on the community. These strategies shall include captured quantitative/qualitative data and a communication plan to share Project results with both internal and external stakeholders. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The Department will present the grant project to the City Council at the beginning at conclusion of the performance period. Additionally, the Department will post grant activities on our social media platforms.
The project will track data points for each activity as listed below:

DUI Check Point

Number of vehicles through checkpoints
Number of drivers contacted at checkpoints
Vehicles through checkpoint
Drivers Contacted
Field Sobriety Tests Administered
DUI Arrests (Alcohol Only)
DUI Drug Arrests (Drug Only)
DUI Arrests (Alcohol/Drug Combination)
Drug Arrests
Criminal Arrests (Felony In Custody)
Recovered Stolen Vehicles
Suspended/Revoked Driver's License

DUI Saturation Patrol

Vehicle Stops or Contacts
Field Sobriety Tests Administered
DUI Arrests (Alcohol Only)
DUI Drug Arrests (Drug Only)
DUI Arrests (Alcohol/Drug Combination)
Drug Arrests
Criminal Arrests (Felony In Custody)
Recovered Stolen Vehicles
Suspended/Revoked Driver's License

8. Program Sustainability

Describe the plan for reducing reliance on future grant funding. Include a summary and timeframe to continue efforts when grant funds are either not available or significantly reduced. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

The Traffic Unit is currently staffed by Officers that have several years' experiences in their current assignment, have attended numerous traffic courses, and participated in OTS operations. The Chief of Police, with the support of the City's Administration, has made it a priority to ensure that the Traffic Unit will continue to expand, that equipment will be maintained properly, and training standards will be exceeded.

The continuous traffic issues arising in the city make it apparent that the unit is not only necessary but demanded by the community. The department administration is committed to prioritizing traffic enforcement operations and will work on expanding the unit as soon as staffing levels allow.

9. Administrative Support

Describe the administrative support, including the Organization/Agency's grant experience, personnel, and physical resources needed to successfully implement the Project. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The Montebello Police Department has the skills and experience to manage the proposed grant activities; the current staff at the City of Montebello Police Department has worked on similar Grants for several years.

The proposal reflects targeted enforcement that is data-driven and that the department can handle given our current staffing status. The Lieutenant and Sergeant in charge of the Traffic Unit have attended and are certified in all relevant courses related to the operations of the unit. The department's Grant Administrator has managed funds for several fiscal years and has attended other relevant training as well as Traffic-related conferences.

As the department focuses on addressing these concerns, the department will continue to analyze crash data to determine specific areas/locations of higher crash occurrence. The department has been able to hire a new full-time crime analyst. This position will allow further review and observation of data trends.

The department also works closely with the City of Montebello's Finance Department and has an individual accountant assigned to the grant. This ensures that all City and federal fiscal guidelines are observed along with any state and federal procurement procedures/policies and reporting guidelines.

10. Other Grant Programs

Impaired Driving Enforcement Funding

Has your Organization/Agency previously received grant funding for impaired driving enforcement?

☒ Yes
☐ No

If yes, detail the outcome. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The current staff at the City of Montebello Police Department has worked on Office of Traffic Safety – Selective Traffic Enforcement Program Grants for several years.

Proposals to Other Grant Programs

Has or will your Organization/Agency submit a proposal to another grant program for this Project (ex: funds for the same components as this Project, or for similar/related components that will be completed during the same time period as this Project)?

☒ Yes
☐ No

If yes, identify the granting Organization/Agency(s), grant program name(s), proposal title, date submitted (or to be submitted), and relationship between the proposals. In addition, clearly distinguish which tasks would be funded by CGU and which tasks would be funded by other Organizations/Agencies. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The Department did submit an application in January 2023 for a similar project to be funded from the Office of Traffic Safety – Selective Traffic Enforcement Program. Both applications support the similar objective to increase officer visibility in the community to reduce and deter the unwanted behavior of driving under the influence and other unsafe driving practices that lead to crashes.

11. Terms and Conditions

By submitting your Grant Application, you agree to the following Terms and Conditions:

I certify, under penalty of perjury, that the information I entered in this Grant Application is true and complete to the best of my knowledge. I further understand that any false, incomplete, or incorrect statements may result in my disqualification from the grant process or dismissal from receiving grants funded by the California Highway Patrol (CHP), Cannabis Tax Fund Grant Program. I authorize the California Highway Patrol, Cannabis Grants Unit (CGU), to investigate referenced documents or other documents submitted to the program to check the accuracy of the information provided.

I agree with the Request for Application, the above Terms and Conditions, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00 through 1890.27.

☒ I Agree

When using the GMS (AmpliFund), I authorize the state to take my requested action by an electronic means and authorize the state to accept the combination of my User ID and password in lieu of my written signature.

☒ I Agree

My password is unique to me and is to remain confidential. I will not allow other individuals to use my User ID and password to access the GMS (AmpliFund).

☒ I Agree

It is my responsibility to maintain the confidentiality of GMS (AmpliFund) information.

☒ I Agree

Once I submit the Grant Application, I am unable to add, edit, or delete any Grant Application information.

☒ I Agree

Confidentiality Notice: All documents submitted as a part of the Cannabis Tax Fund Grant Program Grant Application are public documents and may be subject to a request pursuant to the California Public Records Act. The CHP, CGU, cannot ensure the confidentiality of any information submitted in or with this Grant Application (Gov. Code, § 6250 et seq.).

☒ I Agree

Generated Income Disclaimer: There will be no program income generated from this grant. Nothing in this Grant Agreement shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives. Although special emphasis will be placed upon violations specific to this Grant Agreement, appropriate enforcement action will be taken for all observed violations.

☒ I Agree

Financial Information System for California Government Agency Taxpayer ID (FI$Cal Form)

A FI$Cal Form is required for reimbursement. If the Grant Applicant does not have a completed FI$Cal Form at final Grant Application submission time, the Grant Applicant may submit the completed FI$Cal Form via email to CGU prior to execution of the Grant Agreement. NOTE: The “Remit-To Address" on the FI$Cal Form MUST match the “Official Address to Receive Reimbursement Payment” you entered in Form #1. Organization/Agency Representative. This address shall be the official address on file with FI$Cal and the State Controller’s Office (SCO) to receive warrants (Reimbursement Request Payments). Forms are located on the Cannabis Tax Fund Grant Program's web site at https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program.

☒ I Agree

FI$Cal Form

City Council or County Resolution

A county, city, district, or other public body shall provide a copy of a resolution, order, motion, or ordinance of local governing body, which by law has the authority to enter into an agreement authorizing execution of a Grant Agreement. If the Grant Applicant does not have a signed resolution at final Grant Application submission time, the Grant Applicant may submit a signed resolution via email to CGU prior to execution of the Grant Agreement. NOTE: The resolution MUST explicitly state the Organization/Agency has delegated authority to enter into a Grant Agreement for the requested amount.

☒ I Agree

Resolution

Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
Personnel		
DUI Checkpoint	$50,464.00	$50,464.00
DUI Saturation Patrols	$20,224.00	$20,224.00
Subtotal	**$70,688.00**	**$70,688.00**
Equipment		
DUI Checkpoint Trailer	$35,000.00	$35,000.00
Subtotal	**$35,000.00**	**$35,000.00**
Total Proposed Cost	**$105,688.00**	**$105,688.00**

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	$105,688.00	$105,688.00
Subtotal	**$105,688.00**	**$105,688.00**
Total Proposed Revenue	**$105,688.00**	**$105,688.00**

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Personnel

Costs may include compensation for salaries and fringe benefits, such as annual leave and sick leave, for work directly related to the Project. Personnel salaries must be consistent with Project activities. To be eligible for reimbursement, Personnel Services must occur within the Project Performance Period. Please note, full salary positions are not allowed. Please itemize separate Budget Line Items by activity (ex: one Budget Line Item for DUI Saturation Patrol; one Budget Line Item for DUI Checkpoint). Please include salary and benefits, combined/rolled-up, in the same Budget Line Item for each activity. For EACH Budget Line Item, the narrative shall include the below: * Number of Times Activity Will Occur (ex: 4 DUI Checkpoints; 1 per Quarter) * Classification(s) Working Activity (ex: 10 Officers and 1 Sergeant per DUI Checkpoint) * Number of Hours for Each Classification Working Activity (ex: Officers - 6 hours; Sergeant - 6 hours) * Rate of Pay for Each Classification Working Activity [notate regular or overtime pay] (ex: Officer - OT $60/hour; Sergeant - OT $80/hour) * Total (ex: Officer - 6 hrs X $60 X 4 X 10 = $14,400; Sergeant - 6 hrs X $80 X 4 X 1 = $1,920; TOTAL = $16,320)

DUI Saturation Patrols

8 DUI Saturation Patrols; 2 per quarter

DUI Checkpoint

4 DUI Checkpoints; 1 per Quarter

State of California -- Transportation Agency **GAVIN NEWSOM, Governor**

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
601 North 7th Street
Sacramento, CA 95811
(916) 843-3330
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 7, 2023

File No.: 060.15426.14597.066.2023.06004

Vanessa Nava
City of Montebello Police Department
1600 West Beverly Boulevard
Montebello, CA 90640

Dear Ms. Nava:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the City of Montebello Police Department, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of $105,688.00. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

K. M. DAVIS, Chief
Enforcement and Planning Division

RESOLUTION NO. 23-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE AUTHORIZATION AND EXECUTION OF THE AGREEMENT TO RECEIVE GRANT FUNDS FROM THE CALIFORNIA HIGHWAY PATROL THROUGH THE CANNABIS TAX FUND GRANT PROGRAM

RECITALS

WHEREAS, the passage of Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA), California voters mandated the state set aside funding for the California Highway Patrol (CHP) to award grants to local governments and qualified nonprofit organizations, as described in Revenue and Taxation Code Section 34019(f)(3)(B); and

WHEREAS, the Cannabis Tax Fund Grant Program (CTFGP) marks an important step toward reducing impaired driving crashes, increasing public awareness surrounding the dangers of impaired driving, and making California's roadways a safer place to travel; and

WHEREAS, the City of Montebello (the "City") has applied and been awarded CHP funds from the CTFGP; and

WHEREAS, the grant application procedures require an Applicant's governing body to authorize its approval for acceptance of the funds.

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

SECTION 1. AUTHORITY, Acting City Manager, Arlene Salazar and/or her designee, is hereby authorized on behalf of the City Council to execute the CHP grant program agreement under CTFGP, in a final form approved by the City Attorney's Office, and finalize any other document reasonably-related to the funding contemplated herein, including any amendments thereof.

SECTION 2. ASSURANCES. CHP- CTFGP funds hereunder shall not be used to supplant expenditures controlled by this body.

SECTION 3. **GRANT AGREEMENT.** The City of Montebello agrees to abide by the terms and conditions of the CHP- CTFGP agreement.

SECTION 4. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 28TH DAY OF JUNE 2023.

_____
David N. Torres, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-56 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 28th 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 # 16

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Paul Espinosa, Police Chief

SUBJECT: **ANNUAL REPORTING OF MILITARY USE EQUIPMENT**

DATE: June 28, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Renew Ordinance No. 2453, which established a Military Equipment Use Policy in compliance with Assembly Bill 481 ("AB 481"); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact relating to the recommended actions.

BACKGROUND/DISCUSSION:

On June 22, 2022, the Montebello Police Department ("MPD") presented a Military Equipment Use Policy to the City Council for approval and direction to bring back an Ordinance to adopt the Policy. Pursuant to the City Council's approval and direction, the MPD proposed the attached Ordinance No. 2453 (Attachment "A") to adopt and establish the approved Military Equipment Use Policy (Attachment "B").

Assembly Bill 481 codified in Government Code sections 7070 through 7075, requires a law enforcement agency ("LEA") to obtain approval from the applicable governing body, via adoption of a Military Equipment Use Policy (the "Policy") by Ordinance prior to the LEA funding, acquiring, or using military equipment. In accordance with the requirements of AB 481, the policy was made available to the public on the MPD website on May 27, 2022.

"Military equipment" as defined under AB 481 includes, but is not limited to, unmanned

aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and flashbangs. Notwithstanding the definition stated above, "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency, per Government Code section 7070(c)(16).

ENVIRONMENTAL:

N/A

ANALYSIS:

The MPD does not currently have any military equipment under the definition of AB 481, and therefore has no equipment to report. Staff recommend the renewal of Ordinance No. 2453.

SUMMARY:

Staff recommends that the City Council renew Ordinance No. 2453 in compliance with Assembly Bill 481 ("AB 481").

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2453 - AB 481
2. Attachment B- MPD Policy 707- Military Equipment

NEXT STEPS:

N/A

ORDINANCE NO. 2453

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADDING SECTION 2.20.050 "MILITARY EQUIPMENT USE POLICY" TO CHAPTER 2.20, TITLE 2, OF THE MONTEBELLO MUNICIPAL CODE ESTABLISHING A MILITARY EQUIPMENT USE POLICY IN COMPLIANCE WITH ASSEMBLY BILL 481

RECITALS

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481") (creating Government Code section 7070, et seq.), relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

WHEREAS, AB 481 requires that a law enforcement agency possessing and using qualifying military equipment must prepare a written and publicly released military equipment use policy document covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process applicable to the Montebello Police Department's use of such equipment; and

WHEREAS, the Military Equipment Use Policy ("Policy") and supporting information must be approved by the governing body by ordinance and reviewed annually; and

WHEREAS, Government Code section 7070(c)((16) states that "military equipment" does not include general equipment not designed as prohibited or controlled by the federal Defense Logistics Agency; and

WHEREAS, the Montebello Police Department does not yet possess those items of equipment that qualify as "military equipment" under AB 481, but may possess such items in the future; and

WHEREAS, the City Council of the City of Montebello ("City"), having received the information required under AB 481 regarding the Montebello Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to approve the Military Equipment Use Policy as set forth herein.

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

SECTION 1. The above recitals are true and correct and made part of this Ordinance.

SECTION 2. AMENDMENTS; ADDITIONS. Section 2.20.050, "Military Equipment Use Policy," is added to Chapter 2.20, "Police and Fire Departments," of Title 2, "Administration and Personnel," of the Montebello Municipal Code and will read as follows (additions in double underline):

TITLE 2 – ADMINISTRATION AND PERSONNEL
CHAPTER 2.20 – POLICE AND FIRE DEPARTMENTS

2.20.050 Military Equipment Use Policy

A. The City Council has made the following determinations:

1. In the event that the Montebello Police Department ("Department") obtains equipment that qualifies as "military equipment" under Assembly Bill 481, the military equipment will be identified in the Montebello Military Equipment Use Policy ("Policy") and will be necessary where there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
2. The Policy will safeguard the public's welfare, safety, civil rights, and civil liberties;
3. The military equipment identified in the Policy will be reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety, if any.

B. The Department has submitted a proposed Policy to the City Council and has made those documents available on the Department's website for at least 30 days prior to the public hearing concerning the military equipment use issue.

C. The Policy was considered by the City Council as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act, at which public comment was permitted.

D. The Policy shall be made publicly available on the Department's website for as long as the military equipment is available for use.

E. The Department shall submit an annual military equipment report to the City Council, containing the information required in Government Code section 7072, and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth section (A)(1-3) above. The City Council shall review this ordinance and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code section 7071(e)(2).

SECTION 3. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the Council.

SECTION 4. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

APPROVED AND ADOPTED this 28th day of September 2022

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 24th day of August 2022 and was adopted by the City Council of the City of Montebello at its meeting held on the 28th day of September 2022 by the following vote:

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

Christopher Jimenez, City Clerk

Military Equipment

707.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the [Department/Office].

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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707.2 POLICY

It is the policy of the Montebello Police Department that members of this [department/office] comply with the provisions of Government Code § 7071 with respect to military equipment.

707.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this [department/office] to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying [department/office] equipment that qualifies as military equipment in the current possession of the [Department/Office], or the equipment the [Department/Office] intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Montebello Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the [department/office]'s funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the [department/office] website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the [Department/Office] will respond in a timely manner.

707.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the [Department/Office]:

- The Montebello Police Department does not currently have any "Military Equipment" that is prohibited or controlled by the Federal Defense Logistics Agency per CA Government Code 7070(c)(16).

707.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the

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Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the [department/office] website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this [department/office].

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

707.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

707.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the [department/office] website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in [department/office] inventory.

707.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the [Department/Office] shall hold at least one well-publicized and conveniently located community engagement meeting, at which the [Department/Office] should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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ITEM # 17

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Paul Espinosa, Police Chief

SUBJECT: **APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3970 WITH LEASE SERVICING, INC. DBA NCL GOVERNMENT CAPITAL ("NCL") FOR THE LEASE/PURCHASE AGREEMENT OF POLICE VEHICLES**

DATE: June 28, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 3970 between the City and Lease Servicing Center, Inc. DBA NCL Government Capital (“NCL”) ; and
2. Authorize the expenditure of an additional $105,871 over the remaining lease term; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

If approved, the attached Amendment to Agreement No. 3970 states the rates and payments were to be adjusted in accordance with market rates in effect at the time and added to the entire lease term. The additional amount requested is $105,876 over the remaining lease term. It should be noted that the amendment lists an additional funding amount of $98,355. Because this purchase is being financed, this amount does account for the accural of interest. The annual lease payments, including interests, for years two (2) through five (5) will increase from $91,148 to $117,617 ($26,469 per year). The Fiscal Year 2023-24 adopted budget anticipated this increased annual lease payment, therefore no budget adjustment is needed. The annual lease payment for the seven Police patrol vehicles is paid out of the Asset Forfeiture Fund.

BACKGROUND/DISCUSSION:

On March 16, 2022, a Professional Services Agreement between the City and NCL Government Capital ("NCL") was approved for the lease/purchase of seven (7) Ford Police Interceptors with upfit and decals. At the time of the initial request to purchase the Police patrol vehicles, the vendor communicated the possibility of a vehicle inventory shortage. The shortage caused the vehicles to be delayed twelve (12) months. Within the twelve (12) months, the cost per vehicle, including decals and upfitting, increased.

While the total cost of the seven Police patrol vehicles has increased, the City has beneift from acquiring newer (2023) models. All seven vehicles have been received and placed into service.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the approval of Amendment No. 1 to Professional Service Agreement No. 3970 between Lease Servicing Center, Inc. DBA NCL Government Capital ("NCL"). The amendment memorializes the increase in annual lease payments to $117,617 (from $91,148). The FY 2023-24 adopted budget has appropriations sufficient to cover this increase (Asset Forfeiture Fund).

ATTACHMENT(S)

1. Attachment A - Agr. No. 3970 - NCL Capital - Amendment No.1
2. Attachment B - Staff Report - Vehicle Purchase 01.12.2022
3. Attachment C - NCL-Lease Servicing Center

NEXT STEPS:

N/A

CITY OF MONTEBELLO

AMENDMENT NO. 1 TO AGREEMENT NO. 3970 WITH LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL ("NCL")

This Amendment No. 1 to Agreement No. 3970 ("Amendment No. 1"), is made and entered into this 28th day of June 2023, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Lease Servicing Center, Inc. dba NCL Government Capital ("NCL"), (hereinafter referred to as the "Contractor"). The City and the Consultant Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement for Tax Exempt Lease/Purchase Transaction by and between the City of Montebello and Lease Servicing Center, Inc. dba NCL Government Capital ("NCL"), dated March 16, 2022 ("Agreement"), pursuant to which City and Contractor entered into a Municipal Lease/Purchase agreement, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Contractor based on their qualification, subsequent to a competitive selection process. However, the services needed, including costs and expenses, exceeded the anticipated scope of the Agreement, and City and Contractor desire to increase the maximum compensation allowable under the Agreement; and

WHEREAS, under Section 1. of the Agreement, "SERVICES/COMPENSATION," Contractor may exceed the maximum compensation with prior written consent of the City; and

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Exhibit B of Agreement No. 3970 Schedule of Payments is amended to read as follows:

Schedule of Payments (A) "NEW":

Payment No.	Due Date	Payment
#1	7/1/2022	$91,148.82
#2	7/1/2023	$117,616.52
#3	7/1/2024	$117,616.52
#4	7/1/2025	$117,616.52
#5	7/1/2026	$117,616.52

Schedule of Payments (B) "OLD:

Payment No.	Due Date	Payment
#1	7/1/2022	$91,148.82
#2	7/1/2023	$91,148.82
#3	7/1/2024	$91,148.82
#4	7/1/2025	$91,148.82
#5	7/1/2026	$91,148.82

SECTION 2. Except as expressly modified or supplemented by this Amendment No.1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No.1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[*END OF AMENDMENT NO.1*]

[**SIGNATURES ON THE FOLLOWING PAGES**]

IN WITNESS WHEREOF, the Parties execute this Amendment No.1 to take effect as of the Effective Date identified above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL ("NCL")**
Arlene Salazar, Acting City Manager	Chris Canavati, Sec/Treas

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – Agreement No. 3970

City of Montebello
Agreement No. 3970

March 16, 2022

City of Montebello

Re: Municipal Lease/Purchase Financing Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to the City of Montebello the following tax-exempt Lease/purchase transaction as outlined below. Under this transaction, the City of Montebello would enter into a municipal Lease/purchase agreement with NCL for the purpose of acquiring a (7) Ford Interceptor with upfit and decals. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	City of Montebello	
LESSOR:	Lease Servicing Center, Inc. dba NCL Government Capital & it's assigns	
EQUIPMENT:	(7) Ford Interceptor with upfit and decals	
EQUIPMENT COST:	$270,267.11	(7 Police Interceptors)
	$139,596.18	(Upfit for the units)
	$4,397.31	(Decals for the units)
TRADE-IN CREDIT:	$0	
AMOUNT FINANCED:	$414,260.60	
TERM:	5 Years	
ANNUAL LEASE PAYMENTS:	$91,148.82	
FIRST PAYMENT DUE:	July 1st, 2022	
PURCHASE OPTION:	$1.00	
PRICING:	The Rates and Payments outlined above are locked, provided this proposal is accepted by the Lessee by March 31, 2022 and the transaction closes/funds prior to May 01, 2022. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.	
DOCUMENTATION FEE:	$250 paid to Lessor at closing	

220 22nd Ave. E Suite 106 * Alexandria, MN 56308 * Telephone 320 763 7600 * Fax 320 763 9600
www.nclgovcap.com

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

SOURCEWELL CONTRACT: #011620-NCL NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA). **NCL's Sourcewell Contract # is 011620-NCL.**

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (866) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Matt Geiselhart - (866) 763-7600
mgeiselhart@lscfinancial.com

ACCEPTANCE

As a duly authorized agent of the City of Montebello, I hereby accept the terms of this proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: _____ DATE: 3·29·2022

NAME: René Bobadilla TITLE: City Manager

PHONE: 323-887-1200

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.

NCL Government Capital

City of Montebello
1600 W. Beverly Blvd
Montebello, CA 90640

Enclosed you will find finance documentation for your recent equipment purchase. Please review, sign, and date all the enclosed documents. Be sure to completely list your insurance information. Do not alter documents in any way.

Please return the following items to my attention:

- Master Lease Purchase Agreement
- Exhibit A – Description of Equipment of Lease Agreement
- Exhibit B – Schedule of Payments
- Exhibit E – Lessee Resolution
- Exhibit F – Bank Qualified Certificate
- Exhibit G – Agreement to Provide Insurance
- Exhibit H – Lessee Certificate
- Notice of Assignment and Letter of Direction
- Internal Escrow Letter
- Lease Payment Instructions
- Exhibit C-1 – Payment Request and Partial Acceptance Certificate
- Exhibit C-2 – Final Acceptance
- 8038-G

Copy of Tax Exempt Certificate (please provide if applicable)

Include in the return documentation a check in the amount of **$500.00** made payable to Lease Servicing Center, Inc. dba NCL Government Capital. This is the one-time documentation & processing fee.

Please call me at 320-763-7600 with any questions you may have and thank you for your business. We hope to continue to work with you for many years to come. Please let us know if we can be of any assistance in the future!

Sincerely,

Tim Goetsch

Enclosures

MASTER LEASE PURCHASE AGREEMENT

Lessee
City of Montebello
1600 W. Beverly Blvd
Montebello, CA 90640

Lessor
Lease Servicing Center, Inc. dba NCL Government Capital
220 22nd Ave E., Ste 106
Alexandria, MN 56308

Dated as of March 14, 2022

This Master Lease Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable Schedule.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Agreement' means this Master Lease Purchase Agreement.
"Budget Year" means the Lessee's fiscal year.
"Commencement Date" is the date when Lessee's obligation to pay rent begins.
"Equipment" means the items of Equipment listed on Exhibit "A" to each Schedule and all replacements, restorations, modifications and improvements.
"Lease" means this Agreement and an individual Schedule hereto, which shall collectively constitute the terms and conditions applicable to the lease of the Equipment subject thereto.
"Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement and a Schedule.
"Lessor" means the entity originally listed above as Lessor or any of its assignees.
"Lease Term" means the Original Term and all Renewal Terms applicable to a Lease.
"Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee.
"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year.
"Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B" to each Schedule made subject thereto.
"Schedule" means a schedule substantially in the form attached hereto and all exhibits thereto pursuant to which Lessor and Lessee agree to the lease of the Equipment described therein and which together with the terms of the Agreement applicable thereto constitutes an individual Lease.
"State" means the state in which Lessee is located.

II. Lessee Warranties

Section 2.01. With respect to each Lease, Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees:

(a) Lessee is the State or a political subdivision of the State within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") or a constituted authority authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of the treasury regulations promulgated under the Code.
(b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and each Schedule, and has used such authority to properly execute and deliver this Agreement and each Schedule. Lessee has followed all proper procedures of its governing body in executing this Agreement and each Schedule. The Officer of Lessee executing this Agreement and each Schedule has the authority to execute and deliver this Agreement and such Schedule. This Agreement and each Schedule constitute a legal, valid, binding and enforceable obligation of the Lessee in accordance with their terms.
(c) Lessee has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement and each Schedule.
(d) Lessee shall use the Equipment only for essential, traditional government purposes.
(e) Should the Lessee cease to be an issuer of tax exempt obligations or if the obligation of Lessee created under any Lease ceases to be a tax exempt obligation for any reason, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on any Lease to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.
(f) Lessee has never non-appropriated funds under an agreement similar to this Agreement.
(g) Lessee will submit to the Secretary of the Treasury an information reporting statement as required by the Code with respect to each Lease.
(h) Upon request by Lessor, Lessee will provide Lessor with current financial statements, reports, budgets or other relevant fiscal information.
(i) Lessee shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
(j) Lessee presently intends to continue each Lease for the Original Term and all Renewal Terms as set forth on Exhibit "B" to the Schedule relating thereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

Section 2.02. Escrow Agreement. In the event both Lessor and Lessee mutually agree to utilize an escrow account, then immediately following the execution and delivery of any Schedule, Lessor and Lessee agree to execute and deliver and to cause an escrow agent to execute and deliver an escrow agreement. Such Lease shall take effect only upon execution and delivery of the escrow agreement by the parties thereto. Lessor shall deposit or cause to be deposited with the escrow agent for credit to an equipment acquisition fund the sum specified in such Schedule which shall be held, invested and disbursed in accordance with the escrow agreement.

III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition: Lessee shall advise Lessor of its desire to lease Equipment and of the desired lease terms. Upon agreement by Lessor and Lessee as to the lease of such Equipment and such terms, Lessee shall be solely responsible for the ordering of the Equipment and the delivery and installation thereof. Lessor shall furnish to Lessee a Schedule relating to such Equipment, which shall become effective upon the execution and delivery of such Schedule, all documents contemplated hereby and thereby with respect to such Schedule, and the earlier of Lessee's written acceptance of such Equipment or the deposit into escrow of moneys to pay for such Equipment as provided in Section 2.02. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have concurred in writing to the lease of such Equipment.

Section 3.02. Rental Payments. Lessee shall promptly pay Rental Payments under each Schedule, from any and all legally available funds, exclusively to Lessor or its assignees, in lawful money of the United States of America. The Rental Payments shall be sent to the location specified by the Lessor or its assignees. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date. The Rental Payments will be payable without notice or demand.

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. With respect to each Schedule, upon 30 days written notice, Lessee shall have the option to pay, in addition to any

Rental Payment due thereunder, the corresponding Purchase Option Price which is listed on the same line on Exhibit B to such Schedule. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment subject to such Lease to Lessee.

Section 3.05. Lease Term. The Lease Term of each Lease shall be the Original Term and all Renewal Terms thereunder until all the Rental Payments due thereunder are paid as set forth in the applicable Schedule except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not terminated a Lease pursuant to Section 4.01 hereof then the Lease Term for such Lease shall be extended into the next Renewal Term and the Lessee shall be obligated to make the Rental Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term under any Lease, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term with respect to such Lease. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under such Lease for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under such Lease regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment subject to such Lease to Lessor as provided herein and conveyed to Lessor or released its interest in such Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" to the Schedule for such Lease which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor or to a location designated by Lessor at Lessee's expense. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver such Equipment to Lessor, then Lessor may enter the premises where such Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds, Lessee Negligence

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the term of any Lease. Lessee shall provide Lessor with a Certificate of Insurance, which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor.

(c) Provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in (a) and (b) above. Lessee shall furnish Lessor evidence of such self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty 30 days advance notice to Lessor or its assignees. Lessee shall furnish to Lessor certificates evidencing such coverage throughout each Lease Term.

Section 5.02. Damage to or Destruction of Equipment. Lessee assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Lessee will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

Section 5.04. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any state or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Lessee which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses including reasonable attorneys' fees of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 with respect to such Lease or in the event Lessee defaults under Section 9.01 with respect to such Lease. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessor.

Section 6.02. Security Interest. To secure the payment of all Lessee's obligations under each Lease, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A" to each Schedule. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee agrees that Lessor or its assignee may execute such additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement and each Lease. Lessee authorizes Lessor to record such documentation as necessary for Lessor to perfect its security interest.

Section 6.03. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

VII. Assignment

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to each Lease may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a registered owner for lease participation certificates) by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due under each Lease to or at the direction of Lessor or the assignee named in the notice of assignment. Lessee shall keep a complete and accurate record of all such assignments.

Section 7.02. Assignment by Lessee. None of Lessee's right, title and interest under this Agreement, each Lease and in the Equipment may be assigned by Lessee unless Lessor approves of such assignment in writing before such assignment occurs and only after Lessee first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicles, then Lessee is responsible for obtaining such titles from the State and also for ensuring that Lessor is listed as first lien holder on all of the titles. Lessee shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" with respect to a Lease:

(a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" to the Schedule for fifteen 15 days after such payment is due according to the Payment Date listed on Exhibit "B".

(b) Failure to pay any other payment required to be paid under this Agreement and the Schedule at the time specified herein and therein and a continuation of said failure for a period of fifteen 15 days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate.

(c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement or the Schedule for a period of thirty 30 days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above.

(d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement or the Schedule which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement or the applicable Schedule.

(e) Any provision of this Agreement or the Schedule which ceases to be valid for whatever reason and the loss of such provision, would materially adversely affect the rights or security of Lessor.

(f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists with respect to any Lease, Lessor shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating the Lease, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then current Budget Year to be immediately due and payable.

(b) With or without terminating the Lease, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment subject thereto to Lessor to a location specified by Lessor. Such delivery shall take place within 15 days after the event of default occurs. If Lessee fails to deliver such Equipment, Lessor may enter the premises where such Equipment is located and take possession of such Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of such Equipment, Lessee shall still be obligated to pay the remaining Rental Payments under the Lease due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to such Equipment caused by Lessee or its employees or agents.

(c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof,

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. This Agreement and each Schedule shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

Section 10.03. Sever ability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement and each Lease may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 10.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.07. Entire Writing. This Agreement and all Schedules executed hereunder constitute the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or any Lease or the Equipment leased thereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement or any Lease will not be binding on Lessor and will not apply to this Agreement or any Lease.

Section 10.08. Jurisdiction and Venue. Lessee irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in California, over any suit, action or proceeding arising out of or relating to this Agreement. Lessee irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Lessee hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Lessee's address shown in this Agreement or as notified to the Lessor and (ii) by serving the same upon the Lessee in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon Lessee.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lessee: City of Montebello

By: _____

Typed: Rene Bobadilla

Title: City Manager

Date: 4/4/22

Lessor: Lease Servicing Center, Inc. dba NCL Government Capital

By: _____

Print: Christopher Canavati

Title: Sec / Treas

Date: 4-8-22

EXHIBIT A

DESCRIPTION OF EQUIPMENT OF LEASE AGREEMENT

RE: Master Lease Purchase Agreement dated as of 3/14/2022 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Montebello (Lessee) and Schedule No. 001 thereto dated as of March 14, 2022.

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	VIN #/Serial Number	Type, Make, Model
7		2022 Ford Police Interceptor Utility Vehicles and all up fitting

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

BILLING ADDRESS: 1600 W. Beverly Blvd
Montebello, CA 90640

GARAGING ADDRESS: 600 N. Montebello Blvd.
Montebello, CA 90640

Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN"), or Serial Number, in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

Lessee: City of Montebello

By: [signature]

Typed: **Rene Bobadilla**

Title: **City Manager**

Date: 3/29/22

Lessor: Lease Servicing Center, Inc. dba NCL Government Capital

By: [signature]

Print: Christopher Canavati

Title: Sec/Treas

Date: 4-8-22

EXHIBIT B

SCHEDULE OF PAYMENTS

Interest Rate = 4.365%
Amount Financed = $414,260.60
Start Date = 3/25/2022

Number	Date	Payment	Interest	Principal	Purchase Option*
1	7/1/2022	$91,148.82	$4,922.45	$86,226.37	$344,435.93
2	7/1/2023	$91,148.82	$14,318.70	$76,830.12	$263,764.31
3	7/1/2024	$91,148.82	$10,965.06	$80,183.76	$179,571.36
4	7/1/2025	$91,148.82	$7,465.04	$83,683.78	$91,703.39
5	7/1/2026	$91,148.82	$3,812.25	$87,336.57	$0.00

***Assumes that all rental payments and other amounts due on and prior to that date have been paid.**

Lessee: City of Montebello

BY: [signature]

TYPED: Rene Bobadilla

TITLE: City Manager

DATE: 3/29/22

EXHIBIT E

LESSEE RESOLUTION

Re: Master Lease Purchase Agreement dated as of 3/14/2022, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Montebello (Lessee) and Schedule No. 001 thereto dated as of March 14, 2022.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____, 20___ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 001 to the Master Lease Purchase Agreement dated as of 3/14/2022, between **City of Montebello** (Lessee) and **Lease Servicing Center, Inc. dba NCL Government Capital** (Lessor).

2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. The City of Montebello is authorized to enter into the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their (7) 2022 Ford Police Interceptor Utility Vehicles and all up fitting from National Auto Fleet Group in the amount of $414,260.60 with 5 annual payments of $91,148.82.

Authorized Individual(s): **Rene Bobadilla - City Manager**
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: Kimberly Ann Cobos-Cawthorne
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Print Name: Kimberly Ann Cobos-Cawthorne Title: Mayor
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: Christopher Jimenez
(Signature of one additional person who can witness the passage of this Resolution)

Print Name: Christopher Jimenez Title: city clerk
(Print name of individual who signed directly above) (Title of individual who signed directly above)

EXHIBIT F

BANK QUALIFIED CERTIFICATE

Re: Master Lease Purchase Agreement dated as of 3/14/2022, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Montebello (Lessee) and Schedule No. 001 thereto dated as of March 14, 2022.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million ($10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation**. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than $10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".

2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.

By: _____
(Signature of individual authorized to execute this Exhibit)

Typed Name: **Rene Bobadilla**
(Typed name of individual who signed directly above)

EXHIBIT G

AGREEMENT TO PROVIDE INSURANCE

Lessee:	City of Montebello	Lessor:	Lease Servicing Center, Inc. dba NCL Government Capital AOIA
Address:	1600 W. Beverly Blvd Montebello, CA 90640	Address:	220 22nd Ave E., Ste 106 Alexandria, MN 56308
Phone:	(323) 887-1200	Phone:	(320) 763-7600

Description of Equipment:

Quantity	VIN #/Serial Number	Type, Make, Model
7		2022 Ford Police Interceptor Utility Vehicle and all up fitting Value: $414,260.60

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

NAME OF AGENT	INSURANCE COMPANY
Name: _____	Name: _____
Address: _____	Policy #: _____
_____	
Phone: _____	

Lessee: City of Montebello

BY: _____

TYPED: **Rene Bobadilla**

TITLE: **City Manager**

DATE: 3/29/22

EXHIBIT H

LESSEE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of 3/14/2022 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Montebello (Lessee) and Schedule No. 001 thereto dated as of March 14, 2022.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.

2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.

3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:
Law Enforcement

4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:
General

5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:
Budget Approp. / Anticipated Revenue for Duration of Lease

Lessee: City of Montebello

BY: [signature]

TYPED: **Rene Bobadilla**

TITLE: **City Manager**

DATE: 3/29/22

NOTICE OF ASSIGNMENT
AND
LETTER OF DIRECTION

Lease Servicing Center, Inc. dba NCL Government Capital ("Lessor") hereby gives notice to City of Montebello ("Lessee") that it has assigned all of its rights to receive payments under the Master Lease Purchase Agreement dated March 14, 2022, Schedule No. 001 as set out in Section 7.01, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease of other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Assignor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement requires 5 annual payments of $91,148.82. As of the date of assignment, 5 annual payments of $91,148.82 remain on the contract and should be forwarded to the assignee at the following address:

"ASSIGNEE"

Santander Bank, N.A.
P. O. Box 847386
Boston, MA 02284-7386
1-800-238-4009

FEIN: 23-1237295

* Please list the following as lien holder on vehicle titles:

Santander Bank, N.A.
3 Huntington Quadrangle, #101N
Melville, NY 11747

Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL (Lessor/Assignor)	**CITY OF MONTEBELLO** (Lessee)
BY:	BY:
PRINT: Christopher Canavati	TYPED: **Rene Bobadilla**
TITLE: Sec/Treas	TITLE: **City Manager**
DATE: 4-8-22	DATE: 3/29/22

Internal Escrow Letter

3/14/2022

Santander Bank, N.A.
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747

RE: Schedule No. 001 dated March 14, 2022 to Master Lease Purchase Agreement dated as of 3/14/2022 (the "Lease"), between City of Montebello (Lessee) and Lease Servicing Center Inc. dba NCL Government Capital (Lessor), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing the equipment listed in Attachment #1 (the "Equipment") in the amount of $414,260.60 (the "Financed Amount"). Lessee hereby requests that Lessor retain $414,260.60 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged to Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Lessee: City of Montebello

BY: _____

TYPED: Rene Bobadilla

TITLE: City Manager

DATE: 3/29/22

Internal Escrow Letter

Attachment #1

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
7	2022	Ford	Police Interceptor Utility Vehicles with all up fitting		$414,260.60
				Total Cost:	**$414,260.60**
				Down Payment	**$0**
				Total Amount Financed	**$414,260.60**

LEASE PAYMENT INSTRUCTIONS

Lessee: City of Montebello

Tax ID#: 95-6000746

Invoice Mailing Address: 1600 W. Beverly Blvd
Montebello, CA 90640

Mail invoices to the attention of: Police Department

Phone: 323 887 1200 x 231

Fax: _____

Email: wmolinari@cityofmontebello.com

Approval of Invoices required by: _____

Phone: _____

Fax: _____

Email: _____

Accounts Payable Contact: Finance Dept - Micah Hernandez

Phone: 323 887 - 1200 x 212

Fax: _____

Email: mhernandez@cityofmontebello.com

Processing time for Invoices: 7 Days Approval: 7 Days Checks: 14 Days

Do you have a Purchase Order Number that you would like included on the invoice? No X Yes __
PO# _____

Description needed for Lease Payment Invoices (up to 54 characters including a PO#) : _____
7 Police Vehicles - Year x of 5 / Itemized Cost for Vehicle + Outfit

Does your PO# change annually? No ____ Yes X
Processing time for new purchase orders: 7 Days

EXHIBIT C-1

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of March 14, 2022, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Montebello (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to Lessee or the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
7	2022	Ford	Police Interceptor Utility Vehicles and all up fitting		$414,260.60
				Total Cost:	**$414,260.60**
				Down Payment	**$0**
				Total Amount Financed	**$414,260.60**

Vendor Name and Address: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

Vendor Federal ID Number:

Lessee: City of Montebello

BY:

TYPED: **Rene Bobadilla**

TITLE: **City Manager**

DATE: 3/29/22

EXHIBIT C-2

FINAL ACCEPTANCE

Re: Master Lease Purchase Agreement dated as of 3/14/2022, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Montebello (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to direct the escrow agent to apply the remaining net proceeds of the Lease to Lessee's next Rental Payment due.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Lessee: City of Montebello

BY: _____

TYPED: Rene Bobadilla

TITLE: City Manager

DATE: 3/29/22

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name City of Montebello	2 Issuer's employer identification number (EIN) 95-6000746
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Micah Herd - Sr. Management Analyst	3b Telephone number of other person shown on 3a 323-887-1200 ext. 212
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 1600 W Beverly Blvd	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code Montebello, CA 90640	7 Date of issue March 25, 2022
8 Name of issue Master Lease Purchase Agreement dated as of March 14, 2022	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) William Molinari - Police Lieutenant	10b Telephone number of officer or other employee shown on 10a 323-887-1200 ext. 231

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	414,260	60
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶	18		
19	If obligations are TANs or RANs, check only box 19a ▶ ☐ If obligations are BANs, check only box 19b ▶ ☐			
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐			

Part III Description of Obligations. 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	7/1/2026	$ 414,260.60	$	4.25 years	4.365 %

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 currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	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 bonds to be currently refunded ▶	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

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 ▶			
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 obligation ▶

c Enter the EIN of the issuer of the master pool obligation ▶

d Enter the name of the issuer of the master pool obligation ▶

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 ▶

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

René Bobadilla, city manager
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.	

Instructions for Form 8038-G
(Rev. September 2012)

Department of the Treasury
Internal Revenue Service

(Use with the September 2011 revision of Form 8038-G.)

Information Return for Tax-Exempt Governmental Obligations

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by 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

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
$100,000 or more	A **separate** Form 8038-G for **each** issue
Less than $100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

CAUTION *For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.*

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services 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 private delivery service 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 build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at ***TaxExemptBondQuestions@irs.gov*** and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

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 is not a private activity bond (see next) 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 directly or indirectly 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 price. 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 first 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.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in 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 meet 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 is not 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 are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, **and**

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 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 1½% 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.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

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 or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

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. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. 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 entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is 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 in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those

of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box 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 check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than $15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax-exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool obligation, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. 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. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to

Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. 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 have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, 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 officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not 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.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, 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 varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Brad Keller, Chief of Police

SUBJECT: **Request to Purchase Police Department Patrol Vehicles**

DATE: January 12, 2022

RECOMMENDATIONS:

It is recommended that City Council:

1) Approve the purchase of seven (7) police patrol vehicles to include necessary equipment and installation services; and

2) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $398,300 in Account No. 100-80-815-6082 (General Fund, Police, Support Services, Vehicle Purchases); and

3) Take whatever additional actions necessary to effectuate the procurement of the patrol vehicles.

FISCAL IMPACTS

The total amount necessary to procure the seven (7) patrol vehicles is $398,300. This includes the acquisition cost of each vehicle as well as any required equipment, decals, emergency lights and installation services required to render the vehicle ready for use. City Council is being asked to amend the Fiscal Year 2021-22 budget by increasing appropriations by $398,300 in Account No. 100-80-815-6082 (General Fund, Police, Support Services, Vehicle Purchases). Prior vehicle purchases have been made utilizing non-General Fund revenue sources (e.g., AQMD, Asset Forfeiture, etc.).

However, the type of vehicles to be purchased do not qualify for AQMD funding (i.e., clean fuel or similar low emissions vehicle) and there is not currently sufficient fund balance in

Asset Forfeiture for this purchase. Given the high priority of this procurement, coupled with the extreme lead team currently needed in purchasing vehicles of any type, it is necessary to procure them utilizing the General Fund.

BACKGROUND

The Patrol Division fleet consists of 27 vehicles that are used by patrol officers, patrol supervisors and K9 officers. These vehicles are in operation 24 hours a day, 7 days a week. Approximately one-third of the Police Department fleet consists of vehicles that are 2014 models and older. These vehicles are becoming expensive to maintain and are no longer suitable for police work given their diminishing dependability**.** Vehicle repairs cause an unintended consequence to the fleet. There are instances when the same patrol vehicles are in use non-stop for several days – as older vehicles are unavailable due to needed repairs.

The requested funds would replace seven (7) vehicles in the patrol fleet. The driving demands of patrol operations place a heavy burden on the components of patrol vehicles, which must be capable of sustained driving, emergency responses and pursuit driving.

The Police Department has additional vehicle needs in the Investigations and Administration Divisions. However, at this time the priority is to replace aging and damaged patrol vehicles. It should be noted that recently two patrol vehicles sustained significant damage in the line of duty and had to be totaled. Therefore, of the seven requested replacement vehicles, two will be replacing vehicles that are no longer in service. The remaining five vehicles will take the place of older, in-use vehicles that have reached the ends of their useful lives.

Vendors have communicated a vehicle inventory shortage throughout the country. Vehicles being requested are not readily available and require being ordered by the manufacturer. If vehicles are ordered today, manufacturers are estimating an approximate 6-8 month delivery timeframe. It is imperative that vehicles are ordered without delay to continue police operations.

In addition to the vehicle purchase costs, there will be a need to purchase emergency equipment and/or graphics for each new vehicle, as some equipment will not be compatible to a new vehicle or is unsuitable for continued emergency vehicle use. The labor to change over the equipment from one vehicle to another and/or to purchase new equipment will be approximately $18,700 per Patrol Vehicle. The total “all in” cost for each patrol vehicle is estimated at $56,900. For seven vehicles, the estimated total cost is $398,300. There will also be additional costs related to DMV title/registration. These costs will be paid for utilizing existing budget in the Support Services Division.

SUMMARY

Staff recommends that the City Council approve purchase of vehicles for essential public safety services, and amend the FY 2021-22 budget by increasing appropriations by $398,300 in Account No. 100-80-815-6082 (General Fund, Police, Support Services, Vehicle Purchases) and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENTS:

A. Attachment A - Vehicle Replacement Summary
B. Attachment B - National Auto Fleet Group Quote (s)

ATTACHMENT A

	F□ 21-22	F□ 22-23	F□ 23-24	TOTAL
Fire	$ 2,207,404	$ 152,000	$ 2,310,000	$ 4,669,404
Parks and Recreation	$ 175,480	$ 93,781	$ 43,471	$ 312,732
Park Maintenance				
Police	$ 774,748	$ 530,448	$ 436,338	$ 1,741,534
	$ 3,157,632	**$ 776,230**	**$ 2,789,808**	**$ 6,723,670**

Project Categories	Total Amount
IT Network Backbone	$ 4,100,000
IT Productivity Software	$ 1,500,000
Fleet Replacement/Upgradees	$ 6,850,000
Sewer Maint/Capital Repairs	$ 4,150,000
	$ 16,600,000

	Total (3 years)
Fire	$ 4,669,404
Parks and Rec	$ 312,732
Parks and Rec	$ 184,000
Police	$ 1,741,534
TOTAL	**$ 6,907,670**

Department	Amount
Fire	$ 4,669,404
Parks and Recreation	$ 496,732
Police	$ 1,741,534
	$ 6,907,670

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

November 19, 2021

Lieutenant David Kim
City of Montebello Police Department
1600 W Beverley Blvd
Montebello, Ca 90640
Delivery Via Email

Dear Lieutenant Kim,
In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2022 Ford Expedition Limited 2WD responding to your requirement with the attached specifications for $57,535.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	MSRP	One Unit	Total Savings	Total Savings
2022 Ford Expedition Limited 2WD	63,375.00	57,535.00	9.21%	5,840.00
Two Extra Keys		450.00		
Sub Total		57,985.00		
Sales Tax		5,943.46		
Transportation		85.00		
Tire Tax		8.75		
Total		64,022.21		

Delivery 120-180 days ARO
Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F

CHROMEDATA
An Autodata Solutions Brand

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard
Wondries Fleet Group / National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15164, Data updated Nov 18, 2021 1:47:00 AM PST

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
U1K	2022 Ford Expedition Limited 4x2

COLORS

CODE	DESCRIPTION
UM	Agate Black Metallic

ENGINE

CODE	DESCRIPTION
99T	Engine: 3.5L EcoBoost V6 -inc: auto start-stop technology (STD)

TRANSMISSION

CODE	DESCRIPTION
44U	Transmission: 10-Speed Auto w/SelectShift

OPTION PACKAGE

CODE	DESCRIPTION
301A	Equipment Group 301A Mid Package -inc: Panoramic Vista Roof, power open/close w/power shade

AXLE RATIO

CODE	DESCRIPTION
X15	3.31 Axle Ratio (STD)

PRIMARY PAINT

CODE	DESCRIPTION
UM	Agate Black Metallic

SEAT TYPE

CODE	DESCRIPTION
EN	Sandstone, Heated & Ventilated Leather Front Captain's Chairs -inc: 7-passenger seating, 10-way power driver w/memory (power function for tilt, lumbar and recline), 8-way power passenger seats (power function for lumbar and recline) and 2-way manually adjustable head restraints

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Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
52L	Auto Start-Stop Removal *CREDIT*

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
43V	Panoramic Vista Roof -inc: power open/close w/power shade

Options Total

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15164, Data updated Nov 18, 2021 1:47:00 AM PST

Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.5L EcoBoost V6 -inc: auto start-stop technology (STD)

3.31 Axle Ratio (STD)

50 States Emissions System

Transmission w/Driver Selectable Mode and Oil Cooler

Rear-Wheel Drive

150 Amp Alternator

78-Amp/Hr 675CCA Maintenance-Free Battery w/Run Down Protection

Class IV Towing Equipment -inc: Hitch and Trailer Sway Control

Trailer Wiring Harness

1750# Maximum Payload

GVWR: 7,200 lbs

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Speed-Sensing Steering

23.3 Gal. Fuel Tank

Single Stainless Steel Exhaust

Double Wishbone Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 20" Bright Machined Aluminum -inc: dark carbonized gray-painted pockets

Tires: P275/55R20 AS BSW

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Express Open Sliding And Tilting Glass 1st And 2nd Row Sunroof w/Power Sunshade

Body-Colored Front Bumper w/Gray Rub Strip/Fascia Accent

Body-Colored Rear Step Bumper w/Gray Rub Strip/Fascia Accent

Stainless Steel Side Windows Trim and Black Front Windshield Trim

Body-Colored Bodyside Cladding

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15164, Data updated Nov 18, 2021 1:47:00 AM PST

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

Exterior

Chrome Door Handles

Body-Colored Power Heated Side Mirrors w/Driver Auto Dimming, Power Folding and Turn Signal Indicator

Flip-Up Rear Window w/Fixed Interval Wiper and Defroster

Deep Tinted Glass

Speed Sensitive Rain Detecting Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Lip Spoiler

Running Boards

Chrome Grille

Power Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Roof Rack Rails Only

Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Perimeter/Approach Lights

Headlights-Automatic Highbeams

Front Fog Lamps

LED Brakelights

Entertainment

Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System

Radio: B&O Sound System by Bang & Olufsen -inc: speed-compensated volume, HD Radio, AM/FM stereo, MP3 capability and 12 speakers including subwoofer

Streaming Audio

Window Grid Antenna

SiriusXM w/360L -inc: super categories/live sports categories, 'For You' recommendations, SiriusXM lister profiles and three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii, Trial length and service availability may vary by model, model year or trim, SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Inc

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Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

Entertainment

SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition

2 LCD Monitors In The Front

Siriusxm Traffic Real-Time Traffic Display

Interior

Driver Seat

Passenger Seat

Bucket Folding Bucket Front Facing Heated Power Reclining Fold Forward Seatback Leather Rear Seat w/Manual Fore/Aft

Front Center Armrest and Rear Seat Mounted Armrest

Power Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fixed 60-40 Split-Bench Vinyl 3rd Row Seat Front, Power Recline, Power Fold Into Floor and 3 Fixed Head Restraints

Heated Leather Steering Wheel

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Keypad

Proximity Key For Doors And Push Button Start

Remote Releases -Inc: Proximity Cargo Access and Keyfob Rear Window

Garage Door Transmitter

Cruise Control w/Steering Wheel Controls

Distance Pacing w/Traffic Stop-Go

Dual Zone Front Automatic Air Conditioning

Rear HVAC w/Separate Controls

HVAC -inc: Underseat Ducts, Auxiliary Rear Heater and Headliner/Pillar Ducts

Locking Glove Box

Full Cloth Headliner

Metal-Look Gear Shifter Material

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Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

Interior

Interior Trim -inc: Simulated Wood/Metal-Look Instrument Panel Insert, Simulated Wood/Metal-Look Door Panel Insert, Simulated Wood/Metal-Look Console Insert and Chrome Interior Accents

Leather Door Trim Insert

Heated & Ventilated Leather Front Captain's Chairs -inc: 7-passenger seating, 10-way power driver w/memory (power function for tilt, lumbar and recline), 8-way power passenger seats (power function for lumbar and recline) and 2-way manually adjustable head restraints

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Day-Night Auto-Dimming Rearview Mirror

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, 4 12V DC Power Outlets and 1 120V AC Power Outlet

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats

Carpet Floor Trim

Cargo Net

Trunk/Hatch Auto-Latch

Cargo Space Lights

Smart Device Remote Engine Start

Tracker System

Door Mirrors, Steering Wheel and Pedals

FOB Controls -inc: Cargo Access and Remote Engine Start

SYNC 4 Connected Navigation Integrated Navigation System w/Voice Activation

Active Park Assist 2.0

Dashboard Storage, Driver / Passenger And Rear Door Bins

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Power Adjustable Pedals

Power 1st Row Windows w/Front And Rear 1-Touch Up/Down

Systems Monitor

Trip Computer

Outside Temp Gauge

Digital/Analog Appearance

Foldable Rear Head Restraints

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Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

Interior	
	Seats w/Leatherette Back Material
	2 Seatback Storage Pockets
	Perimeter Alarm
	Securilock Anti-Theft Ignition (pats) Engine Immobilizer
	4 12V DC Power Outlets
	Air Filtration
	4 12V DC Power Outlets and 1 120V AC Power Outlet
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
	Lane Keeping Alert Lane Keeping Assist
	Lane Keeping Alert Lane Departure Warning
	Collision Mitigation-Front
	Driver Monitoring-Alert
	Ford Co-Pilot360 - PCA with AEB and Intersection Assist and Ford Co-Pilot360 - Cross-Traffic Alert
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
	Airbag Occupancy Sensor
	Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
	Back-Up Camera w/Washer
	Front Camera

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Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford Expedition (U1K) Limited 4x2 — MSRP:$63,730.00

Interior:Sandstone, Heated & Ventilated Leather Front Captain's Chairs

Exterior 1:Agate Black Metallic

Exterior 2:No color has been selected.

Engine: 3.5L EcoBoost V6

Transmission: 10-Speed Auto w/SelectShift

OPTIONS

CODE	MODEL		MSRP
U1K	[Fleet] 2022 Ford Expedition (U1K) Limited 4x2		$63,730.00
	OPTIONS		
301A	Equipment Group 301A Mid Package		$0.00
43V	Panoramic Vista Roof	Inc.	
44U	Transmission: 10-Speed Auto w/SelectShift		$0.00
52L	Auto Start-Stop Removal		($50.00)
99T	Engine: 3.5L EcoBoost V6		$0.00
EN	Sandstone, Heated & Ventilated Leather Front Captain's Chairs		$0.00
UM	Agate Black Metallic		$0.00
X15	3.31 Axle Ratio		$0.00
	SUBTOTAL		**$63,680.00**
	Adjustments Total		$0.00
	Destination Charge		$1,695.00
	TOTAL PRICE		**$65,375.00**

FUEL ECONOMY

Est City:17 (2021) MPG

Est Highway:23 (2021) MPG

Est Highway Cruising Range:535.90 mi

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National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

October 31, 2021

Lieutenant David Kim
City of Montebello Police Department
1600 W Beverley Blvd
Montebello, Ca 90640
Delivery Via Email

Dear Lieutenant Kim,
In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2022 Ford F-150 Police Responder Pick Up responding to your requirement with the attached specifications for $37,577.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.Unit to be all White.

	MSRP	One Unit	Total Savings	Total Savings
2022 Ford F-150 Police Responder	48,615.00	37,577.00	22.70%	11,038.00
Left and Right Spot		1,569.25		
Sub Total		39,146.25		
Sales Tax		4,012.49		
Transportation		250.00		
Tire Tax		8.75		
Total		43,417.49		

Delivery 120-180 days ARO
Terms are net 30 days.
National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C / 626-380-1174 F

CHROMEDATA
An Autodata Solutions Brand

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard
Wondries Fleet Group / National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

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Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
W1P	2022 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box

COLORS

CODE	DESCRIPTION
YZ	Oxford White

ENGINE

CODE	DESCRIPTION
998	Engine: 3.5L V6 EcoBoost -inc: 120-MPH top speed (STD)

TRANSMISSION

CODE	DESCRIPTION
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic w/progressive range select (STD)

OPTION PACKAGE

CODE	DESCRIPTION
150A	Equipment Group 150A Base

PRIMARY PAINT

CODE	DESCRIPTION
YZ	Oxford White

SEAT TYPE

CODE	DESCRIPTION
PB	Black, Cloth 40/Blank/40 Front-Seats -inc: reduced bolsters, 8-way power driver/manual passenger, center-section deleted, (Restraint control module cover provided) and vinyl rear bench

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
425	50 State Emissions
47P	Police Engine Idle Feature -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling

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Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
17C	Chrome Front & Rear Bumpers
924	Rear Window Fixed Privacy Glass
57Q	Rear Window Defroster
41A	Badge Delete -inc: Removes rear police responder badge
18B	Black Platform Running Boards
153	Front License Plate Bracket -inc: Standard in states where required by law, optional to all others
96W	Tough Bed Spray-In Bedliner
595	Fog Lamps
62B	Keyed Alike - 1284x -inc: Note: These are inner-milled keys, unique to F-150 Police Responder and not compatible w/Police Interceptor Utility

Options Total

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Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.5L V6 EcoBoost -inc: 120-MPH top speed (STD)

Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic w/progressive range select (STD)

Electronic Transfer Case

Automatic Full-Time Four-Wheel Drive

Electronic Locking w/3.31 Axle Ratio

80-Amp/Hr 800CCA Maintenance-Free Battery w/Run Down Protection

HD 240 Amp Alternator

Class IV Trailer Hitch Receiver -inc: smart trailer tow connector and 4-pin/7-pin wiring harness

Towing Equipment -inc: Trailer Sway Control

3 Skid Plates

Police/Fire

2030# Maximum Payload

GVWR: 7,050 lbs Payload Package

HD Shock Absorbers

Front HD Anti-Roll Bar

Off-Road Suspension

Electric Power-Assist Speed-Sensing Steering

26 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Double Wishbone Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake

Exterior

Regular Box Style

Wheels: 18" 6-Spoke Silver Aluminum

Tires: LT265/70R18 BSW A/T

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

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Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Exterior

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Rear Step Bumper

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Radio Data System

Radio: AM/FM Stereo w/6 Speakers

SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App Catalog, 911 assist, Apple CarPlay and Android Auto compatibility, digital owners manual and wireless software updates capability

Fixed Antenna

Interior

Driver Seat

Passenger Seat

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer

Power Rear Windows

Fleet Telematics Modem Selective Service Internet Access

Front Cupholder

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Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Interior

Rear Cupholder

Compass

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Glove Box

Cloth 40/Blank/40 Front-Seats -inc: reduced bolsters, 8-way power driver/manual passenger, center-section deleted, (Restraint control module cover provided) and vinyl rear bench

Interior Trim -inc: Cabback Insulator and Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

Full Overhead Console w/Storage and 2 12V DC Power Outlets

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Fleet Telematics Modem Tracker System

Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Power Door Locks w/Autolock Feature

Redundant Digital Speedometer

Outside Temp Gauge

Analog Appearance

Seats w/Cloth Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Securilock Anti-Theft Ignition (pats) Engine Immobilizer

2 12V DC Power Outlets

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

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Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Reverse Sensing System Rear Parking Sensors
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Safety Canopy System Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Dynamic Hitch Assist Back-Up Camera

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Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box — MSRP:$45,130.00

Interior:Black, Cloth 40/Blank/40 Front-Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.5L V6 EcoBoost

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W1P	[Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box	$45,130.00
	OPTIONS	
150A	Equipment Group 150A Base	$0.00
153	Front License Plate Bracket	$0.00
17C	Chrome Front & Rear Bumpers	$175.00
18B	Black Platform Running Boards	$250.00
41A	Badge Delete	$0.00
425	50 State Emissions	$0.00
44G	Transmission: Electronic 10-Speed Automatic	$0.00
47P	Police Engine Idle Feature	$260.00
57Q	Rear Window Defroster	$220.00
595	Fog Lamps	$140.00
62B	Keyed Alike - 1284x	$50.00
924	Rear Window Fixed Privacy Glass	$100.00
96W	Tough Bed Spray-In Bedliner	$595.00
998	Engine: 3.5L V6 EcoBoost	$0.00
PB	Black, Cloth 40/Blank/40 Front-Seats	$0.00
YZ	Oxford White	$0.00
	SUBTOTAL	**$46,920.00**
	Adjustments Total	$0.00
	Destination Charge	$1,695.00

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Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

TOTAL PRICE	**$48,615.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

October 31, 2021

Lieutenant David Kim
City of Montebello Police Department
1600 W Beverley Blvd
Montebello, Ca 90640
Delivery Via Email

Dear Lieutenant Kim,
In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2022 Ford F-150 XLT responding to your requirement with the attached specifications for $34,554.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	MSRP	One Unit	Total Savings	Total Savings
2022 Ford F-150 XLT				
Crew Cab 2WD	46,980.00	34,554.00	26.45%	12,426.00
Two Extra Keys		400.00		
Sub Total		34,954.00		
Sales Tax		3,582.79		
Transportation		85.00		
Tire Tax		8.75		
Total		38,630.54		

Delivery 120-180 days ARO
Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F

CHROMEDATA
An Autodata Solutions Brand

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard
Wondries Fleet Group / National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

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Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
W1C	2022 Ford F-150 XLT 2WD SuperCrew 6.5' Box

COLORS

CODE	DESCRIPTION
JS	Iconic Silver Metallic

ENGINE

CODE	DESCRIPTION
995	Engine: 5.0L V8 -inc: auto start-stop technology and flex-fuel capability, 3.15 Axle Ratio, GVWR: 6,950 lbs Payload Package

TRANSMISSION

CODE	DESCRIPTION
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)

OPTION PACKAGE

CODE	DESCRIPTION
300A	Equipment Group 300A Standard

AXLE RATIO

CODE	DESCRIPTION
X15	3.15 Axle Ratio

WHEELS

CODE	DESCRIPTION
64F	Wheels: 17" Silver Painted Aluminum (STD)

TIRES

CODE	DESCRIPTION
___	Tires: 245/70R17 BSW A/S (STD)

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Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

PAINT SCHEME

CODE	DESCRIPTION
___	Monotone Paint Application

PRIMARY PAINT

CODE	DESCRIPTION
JS	Iconic Silver Metallic

SEAT TYPE

CODE	DESCRIPTION
MS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat -inc: manual driver/passenger lumbar, folding armrest cupholders and storage

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
53B	Class IV Trailer Hitch Receiver -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available)
655	Extended Range 36 Gallon Fuel Tank

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
18B	Black Platform Running Boards
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates, optional to all others
96W	Tough Bed Spray-In Bedliner

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION
582	Radio: AM/FM SiriusXM w/360L -inc: 7 speakers and a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii Trial length and service availability may vary by model, model year or trim, Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc

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Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
91P	8-Way Power Driver's Seat w/Power Lumbar
524	SYNC 4 w/Enhanced Voice Recognition -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation, Note: Navigation services require SYNC 4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Customer receives a complimentary 90-day trial of navigation services when an eligible vehicle is added to a member's FordPass account, Trial period begins on the new vehicle warranty start date, At the end of the complimentary period, navigation service will terminate, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply, Radio: AM/FM SiriusXM w/360L, 7 speakers and a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii Trial length and service availability may vary by model, model year or trim, Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc

Options Total

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Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 2.7L V6 EcoBoost -inc: auto start-stop technology (STD)
	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)
	3.55 Axle Ratio (STD)
	Rear-Wheel Drive
	70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
	200 Amp Alternator
	Towing Equipment -inc: Trailer Sway Control
	Trailer Wiring Harness
	1830# Maximum Payload
	GVWR: 6,450 lbs Payload Package
	Gas-Pressurized Shock Absorbers
	Front Anti-Roll Bar
	Electric Power-Assist Steering
	Single Stainless Steel Exhaust
	26 Gal. Fuel Tank
	Double Wishbone Front Suspension w/Coil Springs
	Leaf Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 17" Silver Painted Aluminum (STD)
	Tires: 245/70R17 BSW A/S (STD)
	Regular Box Style
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent
	Chrome Rear Step Bumper
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles

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Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

Exterior

Black Power Heated Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window w/Defroster

Variable Intermittent Wipers

Deep Tinted Glass

Aluminum Panels

Black Grille w/Chrome Surround

Tailgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Cargo Lamp w/High Mount Stop Light

Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Front Fog Lamps

Perimeter/Approach Lights

Headlights-Automatic Highbeams

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Radio Data System

Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack

Fixed Antenna

Interior

Cloth 40/20/40 Front Seat -inc: manual driver/passenger lumbar, folding armrest cupholders and storage

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp and Trip Odometer

Power Rear Windows

FordPass Connect 4G Mobile Hotspot Internet Access

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

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Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

Interior

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Full Cloth Headliner

Urethane Gear Shifter Material

Interior Trim -inc: Metal-Look Instrument Panel Insert, Cabback Insulator and Chrome/Metal-Look Interior Accents

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Full Overhead Console w/Storage and 1 12V DC Power Outlet

Fade-To-Off Interior Lighting

Front And Rear Map Lights

Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats

Pickup Cargo Box Lights

Smart Device Remote Engine Start

SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual

Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and Locking 1st Row Underseat Storage

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Outside Temp Gauge

Analog Appearance

2 Seatback Storage Pockets

Seats w/Cloth Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Securilock Anti-Theft Ignition (pats) Engine Immobilizer

Perimeter Alarm

1 12V DC Power Outlet

Safety-Mechanical

AdvanceTrac with Curve Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

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Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Reverse Sensing System Rear Parking Sensors
	Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
	Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
	Lane Keeping Alert Lane Keeping Assist
	Lane Keeping Alert Lane Departure Warning
	Collision Mitigation-Front
	Driver Monitoring-Alert
	Collision Mitigation-Rear
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Airbag Occupancy Sensor
	Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
	Safety Canopy System Curtain 1st And 2nd Row Airbags
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Rear Child Safety Locks
	Dynamic Hitch Assist Back-Up Camera

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Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box — MSRP:$42,315.00

Interior:Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat

Exterior 1:Iconic Silver Metallic

Exterior 2:No color has been selected.

Engine: 5.0L V8

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL		MSRP
W1C	[Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box		$42,315.00
	OPTIONS		
153	Front License Plate Bracket		$0.00
18B	Black Platform Running Boards		$250.00
300A	Equipment Group 300A Standard		$0.00
44G	Transmission: Electronic 10-Speed Automatic		$0.00
524	SYNC 4 w/Enhanced Voice Recognition		$325.00
53B	Class IV Trailer Hitch Receiver		$205.00
582	Radio: AM/FM SiriusXM w/360L	Inc.	
64F	Wheels: 17" Silver Painted Aluminum		$0.00
655	Extended Range 36 Gallon Fuel Tank		$445.00
91P	8-Way Power Driver's Seat w/Power Lumbar		$350.00
96W	Tough Bed Spray-In Bedliner		$595.00
995	Engine: 5.0L V8		$800.00
JS	Iconic Silver Metallic		$0.00
MS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat		$0.00
X15	3.15 Axle Ratio		$0.00
___	Tires: 245/70R17 BSW A/S		$0.00
___	Monotone Paint Application		$0.00
	SUBTOTAL		**$45,285.00**
	Adjustments Total		$0.00
	Destination Charge		$1,695.00

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Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

TOTAL PRICE	**$46,980.00**

FUEL ECONOMY

Est City:17 (2021) MPG

Est Highway:24 (2021) MPG

Est Highway Cruising Range:864.00 mi

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National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

October 31, 2021

Lieutenant David Kim
City of Montebello Police Department
1600 W Beverley Blvd
Montebello, Ca 90640
Delivery Via Email

Dear Lieutenant Kim,
In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2022 Toyota 4Runner SR5 2WD responding to your requirement with the attached specifications for $37,914.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	MSRP	One Unit	Total Savings	Total Savings
2022 Toyota4Runner SR5 2WD	39,660.00	37,914.00	4.40%	1,746.00
Two Extra Keys		500.00		
Sub Total		38,414.00		
Sales Tax		3,937.44		
Transportation		85.00		
Tire Tax		8.75		
Total		42,445.19		

Delivery 180-220 days ARO
Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F

CHROMEDATA
An Autodata Solutions Brand

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS)



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard
Wondries Fleet Group / National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

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Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS) (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
8642	2022 Toyota 4Runner SR5 2WD (GS)

COLORS

CODE	DESCRIPTION
1G3	Magnetic Gray Metallic

EMISSIONS

CODE	DESCRIPTION
FE	50 State Emissions

PRIMARY PAINT

CODE	DESCRIPTION
1G3	Magnetic Gray Metallic

SEAT TRIM

CODE	DESCRIPTION
FB22	Black/Graphite, Fabric Seat Trim

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION
EE	Radio: Premium Audio w/Dynamic Navigation -inc: 8.0" touch-screen, HD Radio, 8 speakers, Android Auto, Apple CarPlay and Amazon Alexa compatible, USB media port, 4 USB charge ports, Dynamic Navigation w/up to 3-year trial, Dynamic POI Search, hands-free phone capability, dynamic voice recognition, advanced voice recognition hands-free phone capability and music streaming via Bluetooth wireless technology, SiriusXM w/3-month Platinum Plan trial, Connected Services - Safety Connect w/1-year trial, Wi-Fi Connect w/up to 2 GB within 3-month trial and Destination Assist Connect w/1-year trial, See toyota.com/audio-multimedia for details

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION
QB	Keep It Wild Savings *CREDIT*

Options Total

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Vehicle: [Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS) (✔ Complete)

Standard Equipment

Mechanical

Engine: 4.0L DOHC 24-Valve V6

Transmission w/Sequential Shift Control and Oil Cooler

Transmission: 5-Speed ECT Automatic

Rear-Wheel Drive

3.727 Axle Ratio

72-Amp/Hr 750CCA Maintenance-Free Battery

Class III Towing Equipment -inc: Hitch

Trailer Wiring Harness

2 Skid Plates

1700# Maximum Payload

GVWR: 6,100 lbs

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Hydraulic Power-Assist Speed-Sensing Steering

23 Gal. Fuel Tank

Single Stainless Steel Exhaust

Double Wishbone Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Brake Actuated Limited Slip Differential

Exterior

Wheels: 17" 6-Spoke Alloy

Tires: P265/70R17 Mud & Snow

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Body-Colored Front Bumper w/1 Tow Hook

Body-Colored Rear Step Bumper

Chrome Bodyside Insert, Rocker Panel Extensions and Body-Colored Fender Flares

Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

Body-Colored Door Handles

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Vehicle: [Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS) (✔ Complete)

Exterior

Body-Colored Power Heated Side Mirrors w/Manual Folding

Power Rear Window w/Fixed Interval Wiper and Defroster

Deep Tinted Glass

Variable Intermittent Wipers w/Heated Wiper Park

Fully Galvanized Steel Panels

Splash Guards

Lip Spoiler

Grille w/Body-Colored Bar

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Roof Rack Rails Only

Auto Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps

Front Fog Lamps

Perimeter/Approach Lights

LED Brakelights

Headlights-Automatic Highbeams

Entertainment

Radio w/Seek-Scan, Clock and Steering Wheel Controls

Radio: Audio -inc: 8 speakers, 8.0" touch-screen display, USB media port, 4 USB charge ports, Android Auto and Apple CarPlay compatible, hands-free phone capability, advanced voice recognition and music streaming via Bluetooth wireless technology, SiriusXM w/3-month Platinum Plan trial, Connected Services - Safety Connect w/1-year trial and Wi-Fi Connect w/AT&T Hotspot and integrated streaming w/available Apple Music

Window Grid Diversity Antenna

1 LCD Monitor In The Front

Interior

Driver Seat

Passenger Seat

40-20-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Front Bucket Seats -inc: 8-way power-adjustable driver's seat w/power lumbar support and 4-way adjustable front passenger seat

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Vehicle: [Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS) (✔ Complete)

Interior

	Leather Steering Wheel
	Front Cupholder
	Rear Cupholder
	5 12V DC Power Outlets
	Proximity Key For Doors And Push Button Start
	Valet Function
	Remote Keyless Entry w/Integrated Key Transmitter, 4 Door Curb/Courtesy, Illuminated Entry, Illuminated Ignition Switch and Panic Button
	Cruise Control w/Steering Wheel Controls
	Distance Pacing
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts and Console Ducts
	Locking Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Metal-Look Interior Accents
	Full Cloth Headliner
	Leatherette Door Trim Insert
	Leather Gear Shifter Material
	Fabric Seat Trim
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, 5 12V DC Power Outlets and 1 120V AC Power Outlet
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering
	Carpet Floor Trim
	Cargo Space Lights
	FOB Controls -inc: Windows
	Safety Connect Tracker System
	Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Front And Rear 1-Touch Up/Down

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Vehicle: [Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS) (✔ Complete)

Interior	
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Systems Monitor
	Trip Computer
	Outside Temp Gauge
	Analog Appearance
	Seats w/Cloth Back Material
	Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Front Center Armrest and Rear Center Armrest
	2 Seatback Storage Pockets
	Perimeter Alarm
	Engine Immobilizer
	5 12V DC Power Outlets and 1 120V AC Power Outlet
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Pre-Collision System (PCS)
	Lane Departure Alert (LDA) Lane Departure Warning
	Collision Mitigation-Front
	Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st, 2nd And 3rd Row Airbags
	Airbag Occupancy Sensor
	Driver And Passenger Knee Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera

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Vehicle: [Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS) (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS) MSRP:$37,305.00

Interior:Black/Graphite, Fabric Seat Trim

Exterior 1:Magnetic Gray Metallic

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
8642	[Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS)	$37,305.00
	OPTIONS	
1G3	Magnetic Gray Metallic	$0.00
EE	Radio: Premium Audio w/Dynamic Navigation	$1,585.00
FB22	Black/Graphite, Fabric Seat Trim	$0.00
FE	50 State Emissions	$0.00
QB	Keep It Wild Savings	($500.00)
	SUBTOTAL	**$38,390.00**
	Adjustments Total	$0.00
	Destination Charge	$1,270.00
	TOTAL PRICE	**$39,660.00**

FUEL ECONOMY

Est City:16 MPG

Est Highway:19 MPG

Est Highway Cruising Range:437.00 mi

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National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

March 18, 2021

Lieutenant David Kim
City of Montebello Police Department
1600 W Beverley Blvd
Montebello, Ca 90640
Delivery Via Email

Dear Lieutenant Kim,
In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2022 Chevy Tahoe LT 2WD responding to your requirement with the attached specifications for $46,186.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	One unit MSRP	Selling Price	Total Savings	Extended units (3)	Total Savings
2022 Chevy Tahoe LT 2WD	55,095.00	46,186.00	16.17%	138,558.00	26,727.00
Two Extra Keys		600.00		1,800.00	
Sub Total		46,786.00		140,358.00	
Sales Tax		4,795.57		14,386.70	
Tire Tax		8.75		26.25	
Total		51,590.32		154,770.95	

Delivery 90-120 days ARO

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard
Wondries Fleet Group / National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

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Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Price Summary

PRICE SUMMARY	
Base Price	
Total Options	
Vehicle Subtotal	
Destination Charge	
Grand Total	

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Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
CC10706	~~2021~~ 2022 Chevrolet Tahoe 2WD 4dr LT

COLORS

CODE	DESCRIPTION
GS6	Graywood Metallic

EMISSIONS

CODE	DESCRIPTION
YF5	Emissions, California state requirements

ENGINE

CODE	DESCRIPTION
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

TRANSMISSION

CODE	DESCRIPTION
MQC	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

GVWR

CODE	DESCRIPTION
C6C	GVWR, 7400 lbs. (3357 kg) (Standard on 2WD models with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine.) (STD)

AXLE

CODE	DESCRIPTION
GU5	Rear axle, 3.23 ratio

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
1LT	LT Preferred Equipment Group includes standard equipment

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Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

WHEEL TYPE

CODE	DESCRIPTION
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

TIRES

CODE	DESCRIPTION
QDF	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)

PAINT

CODE	DESCRIPTION
GS6	Graywood Metallic

SEAT TYPE

CODE	DESCRIPTION
A50	Seats, front bucket (STD)

SEAT TRIM

CODE	DESCRIPTION
H0Y	Jet Black, Leather seating surfaces 1st and 2nd row

RADIO

CODE	DESCRIPTION
IOS	Audio system, Chevrolet Infotainment 3 Plus system, 10.2" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
VK3	License plate front mounting package (Included on orders with ship-to-states that require a front license plate.)

Options Total

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Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Standard Equipment

Mechanical	
	Suspension Package, Premium Smooth Ride
	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)
	Rear axle, 3.23 ratio
	GVWR, 7400 lbs. (3357 kg) (Standard on 2WD models with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine.) (STD)
	Automatic Stop/Start
	Engine control, stop/start system disable button, non-latching
	Engine air filtration monitor
	Fuel, gasoline, E15 (Standard with (L84) 5.3L EcoTec3 V8 engine only.)
	Differential, mechanical limited-slip
	Rear wheel drive
	Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (Deleted when (LM2) Duramax 3.0L Turbo-Diesel I6 engine is ordered.)
	Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
	Battery, 800 cold-cranking amps with 80 amp hour rating (Standard with (L84) 5.3L EcoTec3 V8 engine only.)
	Alternator, 220 amps (Standard with (L84) 5.3L EcoTec3 V8 engine only.)
	Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
	Trailer sway control
	Hitch Guidance
	Suspension, front coil-over-shock with stabilizer bar
	Suspension, rear multi-link with coil springs
	Steering, power
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Exhaust, single system, single-outlet
	Mechanical Jack with tools
Exterior	
	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)
	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)

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Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Exterior	
	Wheel, full-size spare, 17" (43.2 cm) steel
	Tire, spare P265/70R17 all-season, blackwall
	Tire carrier, lockable outside spare, winch-type mounted under frame at rear
	Active aero shutters, upper (Standard with (L84) 5.3L EcoTec3 V8 engine only.)
	Fascia, front
	Luggage rack side rails, roof-mounted, bright
	Assist steps, Black with chrome accent strip
	Headlamps, LED
	IntelliBeam, automatic high beam on/off
	Lamps, stop and tail, LED
	Mirrors, outside heated power-adjustable, manual-folding, body-color
	Mirror caps, body-color
	Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
	Glass, acoustic, laminated
	Glass, windshield shade band
	Wipers, front intermittent, Rainsense
	Wiper, rear intermittent with washer
	Door handles, body-color
	Liftgate, rear power programmable, hands-free with emblem projection
Entertainment	
	Audio system, Chevrolet Infotainment 3 Plus system, 10.2" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)
	Audio system feature, Bose 9-speaker stereo
	Infotainment display, 10.2" diagonal multi-color touchscreen

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Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Entertainment	
	SiriusXM Radio with 360L Equipped with SiriusXM with 360L. Enjoy a trial subscription of the All Access package for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experience and easier navigation. With the All Access package, you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change. GM connected vehicle services vary by vehicle model and require active service plan, working electrical system, cell reception and GPS signal. See onstar.com for details and limitations.)
	Radio, HD
	Bluetooth for phone personal cell phone connectivity to vehicle audio system
	Wireless Apple CarPlay/Wireless Android Auto
	4G LTE Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front bucket (STD)
	Keyless start, push button
	Seat trim, leather-appointed front seats
	Seat adjusters, 10-way power includes 8-way power driver and front passenger seats with 2-way power lumbar
	Seats, heated driver and front passenger
	Seats, second row 60/40 split-folding bench, manual
	Seats, third row 60/40 split-folding bench, manual
	Console, floor with storage area and removable storage tray
	Floor covering, color-keyed carpeting
	Floor mats, color-keyed carpeted first and second row, removable
	Electronic Precision Shift
	Steering column, lock control, electrical
	Steering column, manual tilt and telescopic
	Steering wheel, leather-wrapped
	Steering wheel controls, mounted audio, Driver Information Center, cruise control, Forward Collision Alert following gap button and heated steering wheel (when equipped)
	Driver Information Center, 4.2" diagonal color display includes driver personalization
	Rear Seat Reminder
	Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)
	Keyless Open includes extended range Remote Keyless Entry

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Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Interior	
	Remote start
	Cruise control, electronic with set and resume speed
	Universal Home Remote includes garage door opener, programmable
	Theft-deterrent system, content, electrical, unauthorized entry
	Wireless charging
	USB data ports 2, one type-A and one type-C, includes SD Card Reader, located within front center console (When (DCH) power-sliding center console is ordered, relocated within instrument panel.)
	USB data ports, 2, one type-A and one type-C, located within center console (Deleted when (DCH) power-sliding center console is ordered.)
	USB charging-only ports, 4, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window)
	Window, power with driver Express-Up/Down
	Window, power with front passenger Express-Up/Down
	Windows, power with rear Express-Down
	Memory settings, recalls 2 "driver" presets for power driver seat
	Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
	Air conditioning, rear
	Defogger, rear-window electric
	Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area
	Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel
	Sill plates, bright, front and rear door
	Mirror, inside rearview auto-dimming
	Visors, driver and front passenger illuminated vanity mirrors, sliding
	Assist handles, overhead, driver and front passenger, located in headliner
	Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)
	Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.
	Cargo management system
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Safety-Mechanical	
	Automatic Emergency Braking

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Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Safety-Mechanical	
	Hill Start Assist
	StabiliTrak, stability control system with brake assist, includes traction control
Safety-Exterior	
	Daytime Running Lamps, LED
Safety-Interior	
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An invehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Rear Park Assist
	Following Distance Indicator
	HD Rear Vision Camera (Replaced by (UV2) HD Surround Vision when (WPL) Luxury Package is ordered.)
	Front Pedestrian Braking
	Forward Collision Alert
	Door locks, rear child security, manual
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)
	Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)
	Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

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Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Window Sticker

SUMMARY

[Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT — MSRP:$53,800.00

Interior:Jet Black, Leather seating surfaces 1st and 2nd row

Exterior 1:Graywood Metallic

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CC10706	[Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT	$53,800.00
	OPTIONS	
1LT	LT Preferred Equipment Group	$0.00
A50	Seats, front bucket	$0.00
C6C	GVWR, 7400 lbs. (3357 kg)	$0.00
GS6	Graywood Metallic	$0.00
GU5	Rear axle, 3.23 ratio	$0.00
H0Y	Jet Black, Leather seating surfaces 1st and 2nd row	$0.00
IOS	Audio system, Chevrolet Infotainment 3 Plus system, 10.2" diagonal HD color touchscreen	$0.00
L84	Engine, 5.3L EcoTec3 V8	$0.00
MQC	Transmission, 10-speed automatic	$0.00
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum	$0.00
QDF	Tires, 265/65R18SL all-season, blackwall	$0.00
VK3	License plate front mounting package	$0.00
YF5	Emissions, California state requirements	$0.00
	SUBTOTAL	**$53,800.00**
	Adjustments Total	$0.00
	Destination Charge	$1,295.00
	TOTAL PRICE	**$55,095.00**

FUEL ECONOMY

Est City:16 MPG

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Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Est Highway:20 MPG

Est Highway Cruising Range:480.00 mi

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Confidential

CERTIFICATE OF INCUMBENCY AND AUTHORITY

I, Mayor David Torres of
(Printed name of Governing Body Member)

City of Montebello, CA, do hereby certify that:

The name(s), signature(s) and title of the individuals set forth below, are hereby authorized to sign the **Master Lease Purchase Agreement, dated March 14, 2022, Schedule No. 001** and related Exhibits including Payment Request and Partial Acceptance Certificates and Final Acceptance and Amendments on behalf of the forenamed Lessee. I also certify that the signature(s) set forth opposite the respective name is the genuine signature of such person.

Name	Title	Signature
Arlene Salazar	Assistant City Manager	
Michael Solorza	Director of Finance	
Paul Espinosa	Chief of Police	

Signature (Governing Body Member)

David Torres
Type

Mayor
Title

ATTESTED:

Acting Deputy City Clerk
Christopher Jimenez, City Clerk
Name, Title

Amendment No.1 to Master Lease-Purchase Agreement
dated as of 3/14/2022 between City of Montebello (Lessee) and
Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Schedule No. 001 (Lease)

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

Additional Funding Amount: $98,355.37 subject to all required disbursement documentation.

Lessee, Lessor, and Assignee agree that the below Schedule of Payments (A) shall replace the current Schedule of Payments (B) increasing the annual payments beginning with the **7/1/2023** payment from **$91,148.82** to **$117,616.52**.

Schedule of Payments (A) "NEW":

Payment No.	Due Date	Payment
#1	7/1/2022	$91,148.82
#2	7/1/2023	$117,616.52
#3	7/1/2024	$117,616.52
#4	7/1/2025	$117,616.52
#5	7/1/2026	$117,616.52

Schedule of Payments (B) "OLD:

Payment No.	Due Date	Payment
#1	7/1/2022	$91,148.82
#2	7/1/2023	$91,148.82
#3	7/1/2024	$91,148.82
#4	7/1/2025	$91,148.82
#5	7/1/2026	$91,148.82

Except as otherwise provided in this Amendment, all other terms and conditions of the Lease shall remain the same and the Lease shall remain in full force and effect.

Lessor, Lessee and Assignee have caused this Addendum to be executed in their names by their duly authorized representatives listed below.

Acknowledge and Accepted
Lessee: City of Montebello

BY: _____

TITLE: Assistant City Manager

DATE: 6/15/23

Acknowledge and Accepted
Lessor: Lease Servicing Center, Inc.
dba NCL Government Capital

BY: _____

TITLE: SEC/TREAS

DATE: 6/15/23

Acknowledge and Accepted
Assignee: Santander Bank, N.A.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT C-1

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of March 14, 2022, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Montebello (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to Lessee or the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
7	2023	Ford	Police Interceptor Utility Vehicles	1FM5K8AB9PGA04575, 1FM5K8ABXPGA04567, 1FM5K8AB7PGA05434, 1FM5K8AB5PGA04637, 1FM5K8AB8PGA05913, 1FM5K8AB4PGA04807, 1FM5K8AB5PGA05612	$348,561.71
				Total Cost:	**$348,561.71**
				Original Total Amount Financed	**$414,260.60**
				Total Amount Financed – Amended	**$512,615.97**

Vendor Name and Address: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

Vendor Federal ID Number: _____

Lessee: City of Montebello

BY: _____

TYPED: **Arlene Salazar**

TITLE: **Assistant City Manager**

DATE: 6/5/23

EXHIBIT C-1

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of March 14, 2022, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Montebello (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to Lessee or the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
7			Upfitting		$159,386.83
				Total Cost:	**$159,386.83**
				Original Total Amount Financed	**$414,260.60**
				Total Amount Financed - Amended	**$512,615.97**

Vendor Name and Address: Black& White Emergency Vehicles
590 South Vincent Ave.
Azusa, CA 91702

Vendor Federal ID Number: _____

Lessee: City of Montebello

BY: _____

TYPED: **Arlene Salazar**

TITLE: **Assistant City Manager**

DATE: 4/5/23

EXHIBIT C-1

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of March 14, 2022, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Montebello (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to Lessee or the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
1			Decal Upfitting		$4,667.43
				Total Cost:	**$4,667.43**
				Original Total Amount Financed	**$414,260.60**
				Total Amount Financed – Amended	**$512,615.97**

Vendor Name and Address: Decals by Design Inc.
1325 Pico Street, Suite 105
Corona, CA 92881

Vendor Federal ID Number: _____

Lessee: City of Montebello

BY: _____

TYPED: **Arlene Salazar**

TITLE: **Assistant City Manager**

DATE: 6/15/23

ITEM # 18

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **AWARD PROFESSIONAL SERVICES AGREEMENT, NO. 4113, TO AVAIL TECHNOLOGIES, INC., FOR THE COMPUTER-AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION (CAD/AVL) SYSTEM**

DATE: June 28, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4113 to Avail Technologies, Inc., for the Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System ; and
2. Authorize the Acting City Manager to take action necessary to execute and finalize a contract on behalf of the City of Montebello with Avail Technologies, Inc.; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by $2,398,478 in the Contract Services - Outside Contracts, Account No. 600-90-910-6040.10; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On June 14, 2023, after further discussion with Montebello Bus Lines' (MBL) staff, Avail Technologies, Inc. (Avail), submitted a best value contract pricing of $2,298,478 for a three (3) year training, technical support, and maintenance plan (see Attachment A). The total project cost decreased after technical recommendation to upgrade and reconfigure the functionality of MBL's existing yard management system. Avail's proposed yard management solution will increase the information and workflows related to vehicle status, provide updates to the user interface to improve the usability on a variety of mobile devices, and assign return parking location for each bus. Staff was able to negotiate a cost savings while improving the overall efficiency and effectiveness of the yard management component for the CAD/AVL system (Project).

While the total project cost is estimated to be $2,298,478, it should be noted that MBL recommends reserving an additional $100,000 ("Maximum Contingency Amount") in contingency funds to be added to the Project budget should additional equipment be needed that is not within the parameter of Avail's initial scope of work. The proposed Professional Services Agreement will include conditional language which will trigger the use of the Maximum Contingency Amount only if certain conditions are met.

Project Costs	Amount
Best Value Contract Price	**$1,690,135**
3-year Maintenance Fee	**$608,343**
Project Total (without any contingency amount(s))	**$2,298,478**
Maximum Contingency Amount (to be awarded via an amendment to the contract only if certain conditions are met)	**$100,000**

The Project will be funded utilizing FY 2023-24 Transit Operating Budget – Contract Services Outside Contracts fund: General Ledger account No. 600-90-910-6040.10. Staff is requesting City Council approval to increase the FY 2023-24 Budget to incorporate the estimated cost of the Project, including contingency.

BACKGROUND/DISCUSSION:

On February 23, 2023, the City published Request for Proposals (RFP) 23-8 (see Attachment B). RFP No. 23-8 was developed to replace MBL's existing Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) system, provide additional functionality, and migrate existing data from the previous CAD/AVL system. The intent of the project was to select a vendor that would provide an innovative CAD/AVL system to improve MBL's operation efficiency.

RFP 23-8 was published to invite proposals using PlanetBids.com, Transittalent.com, and The Wave publication. Prospective proposers were provided the opportunity to submit questions and concerns, and corresponding answers were published using the City's advertising platform, PlanetBids.com. All proposals were due Thursday, April 20, 2023. MBL received three (3) competitive and responsive proposals from Avail Technologies, Inc., Clever Devices, Ltd., and Ineo Systrans USA, Inc.

ENVIRONMENTAL:

N/A

ANALYSIS:

On May 3, 2023, an Evaluation Committee comprised of five (5) internal raters (MBL staff) evaluated the proposals. The Evaluation Committee was asked to rate the proposals using the criteria below, as it related to the scope of work:

Qualitative & Price Considerations		
1	Project Management Plan	15%
2	Proposed Project Team	10%
3	Qualifications and Experience	10%
4	Technical Approach	40%
5	Best Value to the City	25%

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

Contractor	Proposed Cost	Panel Score
Avail Technologies, Inc.	$3,055,317	88.2%
Clever Devices, Ltd.	$2,584,803	86.5%
Ineo Systran USA, Inc.	$1,158,422	81.2%

Avail was selected over the competitors based upon a review of the qualitative attributes (project management plan, quality of proposed personnel, experience and qualifications, technical approach, and training, technical support, and ongoing maintenance) presented in the proposal (see Attachment C). Although Avail's initial proposal was not the lowest service cost, the vendor presented a robust project plan with clear definitive deadlines, roles and responsibilities, and expectations customized to MBL's needs to minimize operational disruption throughout the deployment period. Avail's technical approach provided an in-depth step-by-step outline of the processes for each project phase: evaluation and assessment, system design and development, removal and disposal, and installation.

Avail demonstrated being the most suitable vendor based on their expertise and years of experience in this field, and in particular their familiarity and experience with the equipment and MBL's operations. Avail proposed a ten (10) month project timeline to complete the deployment of MBL's new CAD/AVL system. The vendor emphasized confidence with this timeline due to the project management team having experience implementing or maintaining CAD/AVL systems with MBL and surrounding transit agencies, specifically Foothill Transit and the Norwalk Transit System.

Avail's proposal also combines an Enterprise Resource Planning (ERP) system with an Enterprise Asset Management (EAM) system. The ERP/EAM provides MBL with real-time passenger data, interactive maps, and back-office functionality to support MBL service standards. This system will be supported with a new In-Vehicle Unit (IVU) which will communicate directly with MBL's Operation Division. The IVU includes an Americans with Disability Act (ADA) compliant Automated Vehicle Announcement system among other supporting systems.

Acknowledging these facts, it is evident to the Evaluation Committee that Avail provided

the most comprehensive proposal and demonstrated the credibility required to perform the scope of service requested in RFP No. 23-8.

SUMMARY:

Staff recommends that the City Council award Agreement No. 4113, attached hereto in substantial form (see Attachment D), to Avail Technologies Inc., for the Computer-Aided Dispatch/Automatic Vehicle Location System, Request for Proposal No. 23-8 in an amount not-to-exceed $2,298,478; authorize MBL to reserve and use $100,000 in contingency funds to be added to the Project amount at a later time only if certain conditions are met; authorize the Acting City Manager to take action necessary to execute and finalize a contract on behalf of the City and make any amendments thereto; amend the Fiscal Year 2023-24 adopted budget by increasing appropriations by $2,398,478 in the Contract Services - Outside Contracts, Account No. 600-90-910-6040.10 and direct staff to take such additional, and related, action that may be desirable.

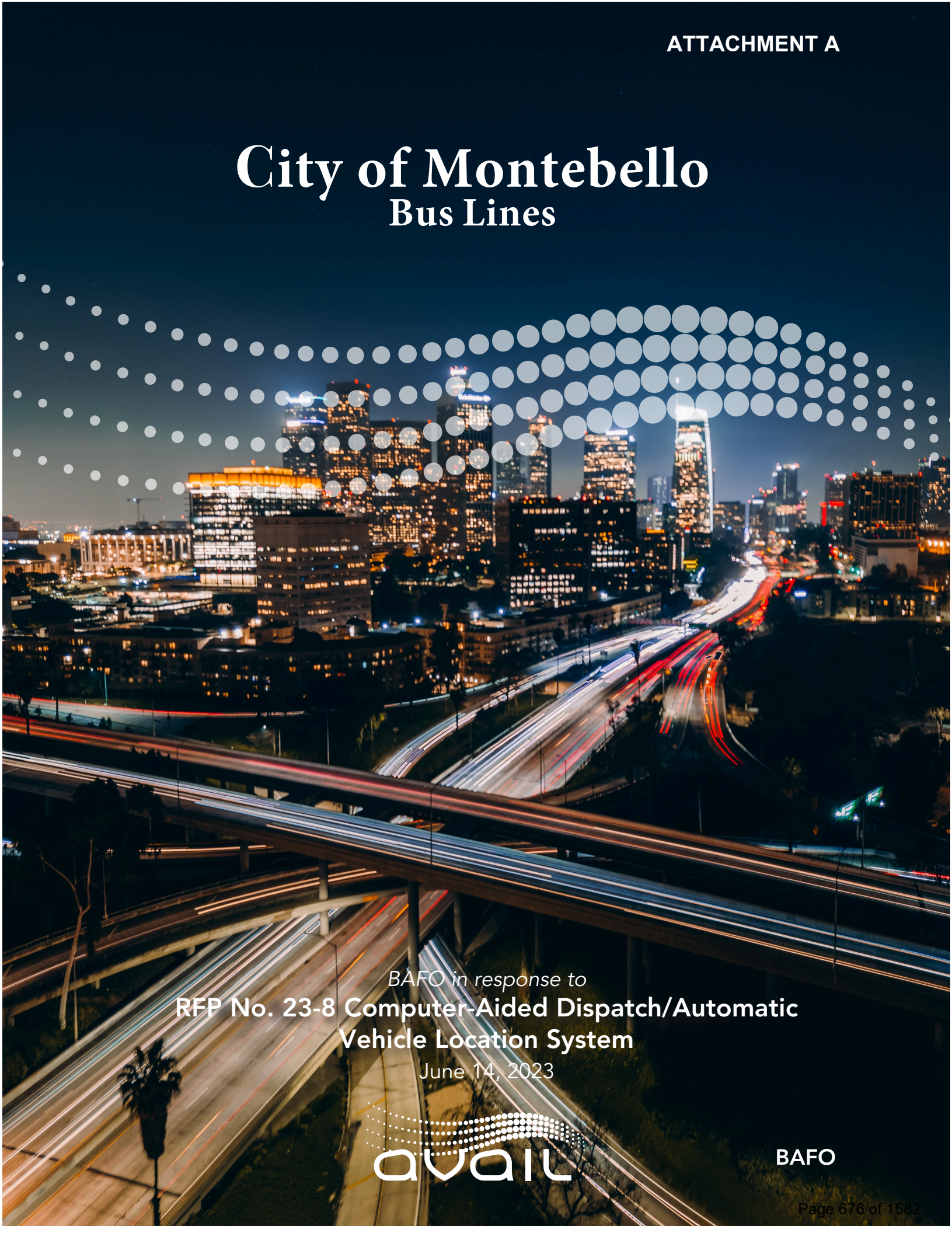
ATTACHMENT(S)

1. Attachment A – Price Sheet
2. Attachment B – Request for Proposal (RFP) No. 23-8
3. Attachment C – Avail Technologies, Inc., Proposal
4. Attachment D – Draft Agreement No. 4113

NEXT STEPS:

N/A

City of Montebello
Bus Lines



BAFO in response to

RFP No. 23-8 Computer-Aided Dispatch/Automatic Vehicle Location System

June 14, 2023

avail

BAFO

Confidential & Proprietary Information Notice

This proposal includes documents which contain CONFIDENTIAL and PROPRIETARY information that shall not be duplicated, used, or disclosed in whole or in part, for any other purpose other than in conjunction with the review of this solicitation. If the contract is awarded, City of Montebello shall have the right to duplicate or use any data submitted if required or deemed necessary as a part of said contract.

Trade Secrets

This proposal includes documents which contain TRADE SECRET information that shall not be duplicated, used, or disclosed in whole or in part, for any other purpose other than in conjunction with the review of this solicitation. If the contract is awarded, City of Montebello shall have the right to duplicate or use any data submitted if required or deemed necessary as a part of said contract.

Avail is invoking FOIA exemption based on article:

Cal. Civ. Code §§ 3426 through 3426.1 (d) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: **(1)** Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and **(2)** Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

1. BAFO Letter

June 14, 2023

Rohan Anderson
Senior Management Analyst
City of Montebello Transportation Department
400 S. Taylor Ave.
Montebello, CA 90640

Dear Rohan,

Avail Technologies, Inc., is pleased to provide The City of Montebello with our Best and Final Offer (BAFO) pricing in response to RFP No 23-8 for a Computer-Aided Dispatch/Automatic Vehicle Location System. We would like to express our sincere gratitude for the opportunity to provide our BAFO response, and we are thrilled at the prospect of continuing our long-lasting relationship with the City of Montebello.

Avail Technologies has had the privilege of partnering with Montebello Bus Lines (MBL) as your ITS provider since 2013. Over our 10 plus year relationship, Avail has amassed a great deal of information and insight into MBL's operations and technological needs.

We believe our approach will allow us to place additional focus on product adoption, implementing standard operating procedures (SOP), streamlining products for cost savings, and reducing challenges MBL is facing.

Where others might promise, Avail have a **proven** track record of providing onsite support training assessment, technical support, upgrade strategies, and adoption services; all complementary. Avail is also committing to be MBL's one point of contact for Cradle Point to ensure your support needs are met.

A few other unique aspects of what Avail can offer.

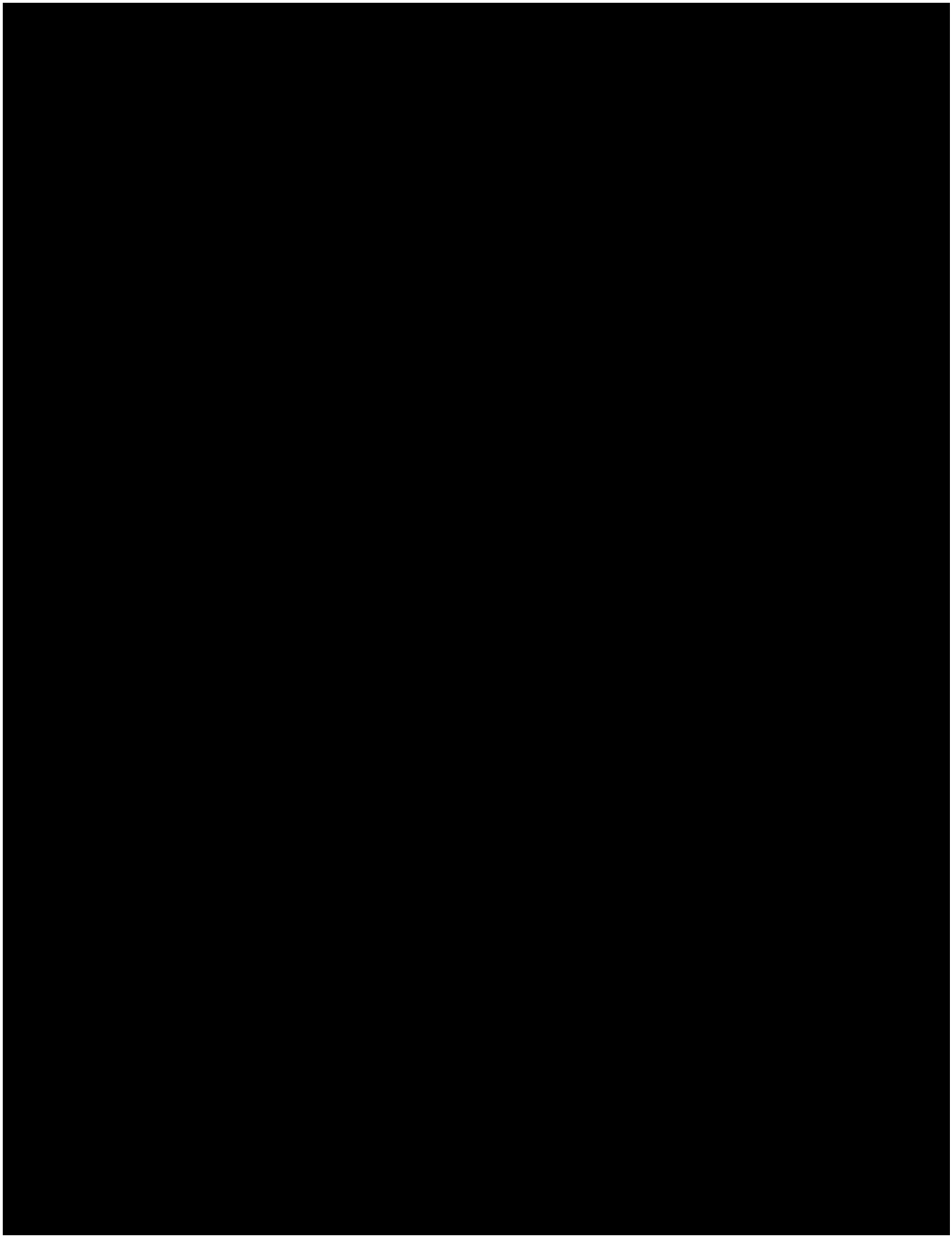
- Avail is the only vendor that can meet MBL's RFP requirements through a system upgrade versus an entire system replacement. This approach is not only far less disruptive to your organization and customers, but also can be accomplished in a shorter timeframe to minimize downtime.
- Letter of Reference from Optibus highlighting our strategic partnership and integrations. We have over ten deployments and are actively working on future development which includes Transit Ops and two-way integration.

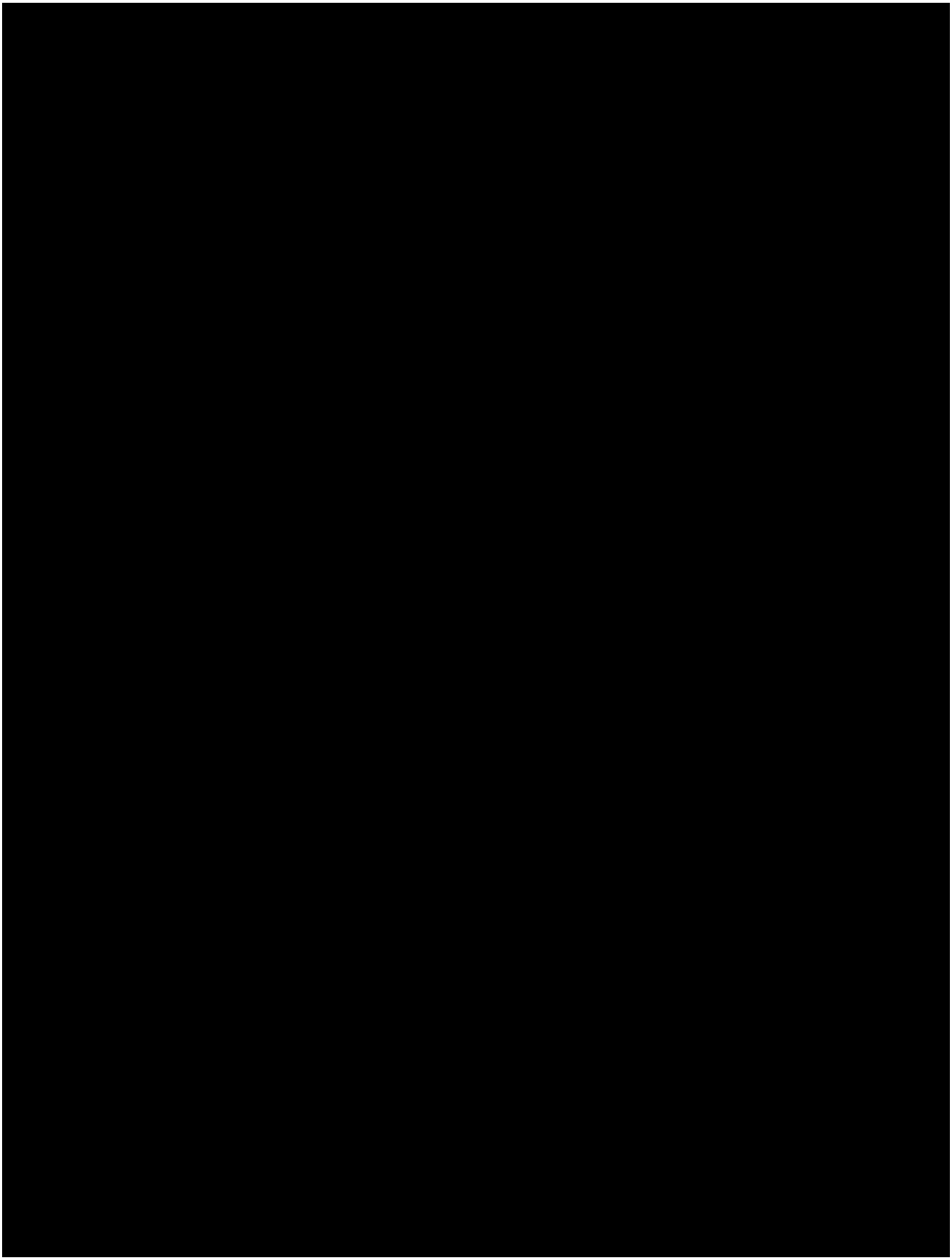
- As you are aware, we have several agencies utilizing Avail in Southern California, and MBL would continue to benefit and participate in this Focus Group. This select group offers the opportunity for networking, discussing regional challenges, product improvements and Avail specialized training.
- As part of our standard CAD/AVL, myAvail ETMS provides value-added solutions such as Transit Planning and Business Intelligence to alleviate redundant products and reduce costs.

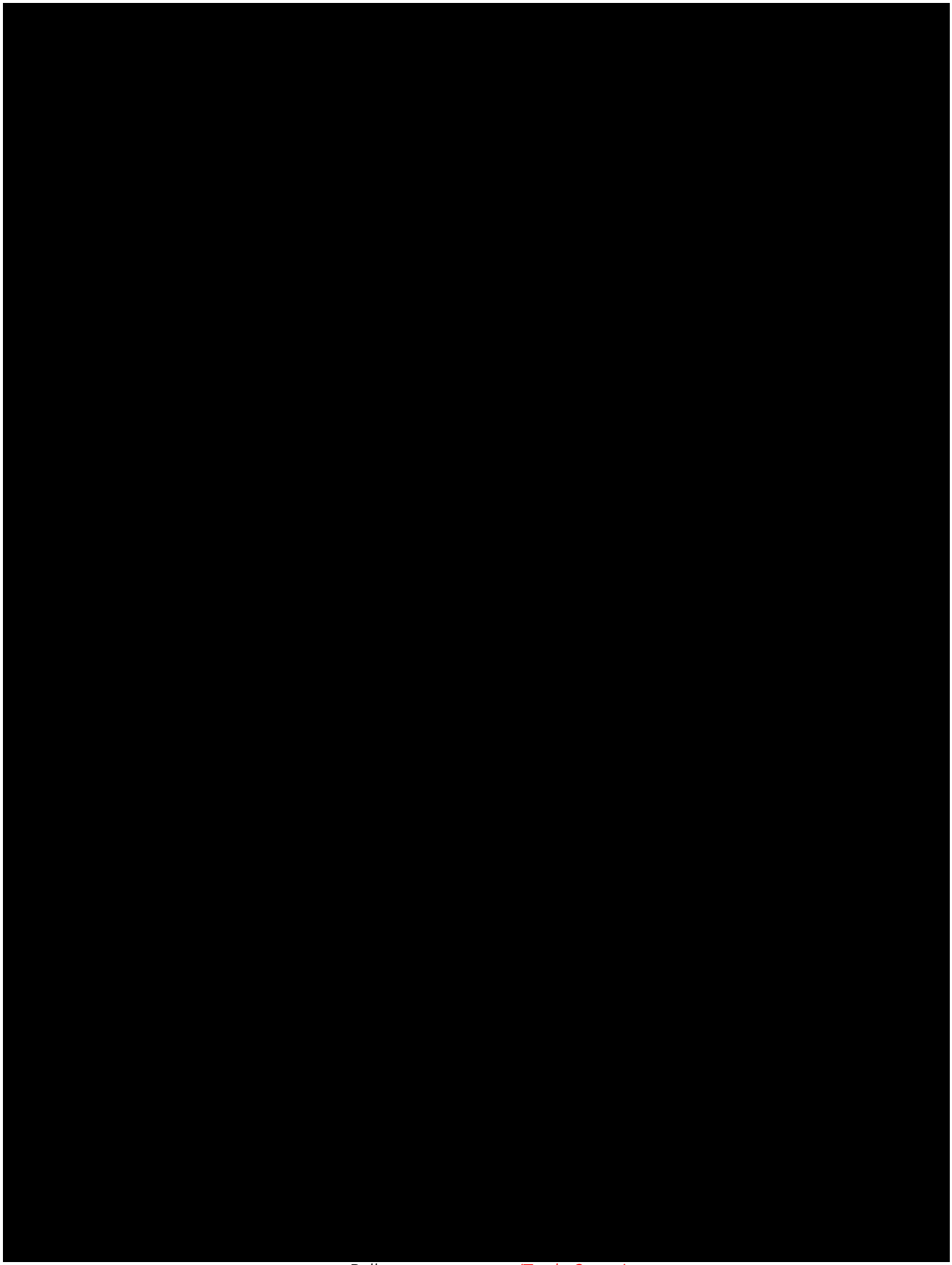
Avail recognizes the time, effort, and costs associated with releasing an RFP and we are committed to providing our clients with the most competitive pricing from the start. However, seeing as The City of Montebello has requested a BAFO, we dedicated ourselves to exploring every possible avenue to deliver savings while maintaining the high-level service and support that we know will be vital for the success of this project.

1.1. Product Offering Notes (Confidential and Proprietary)

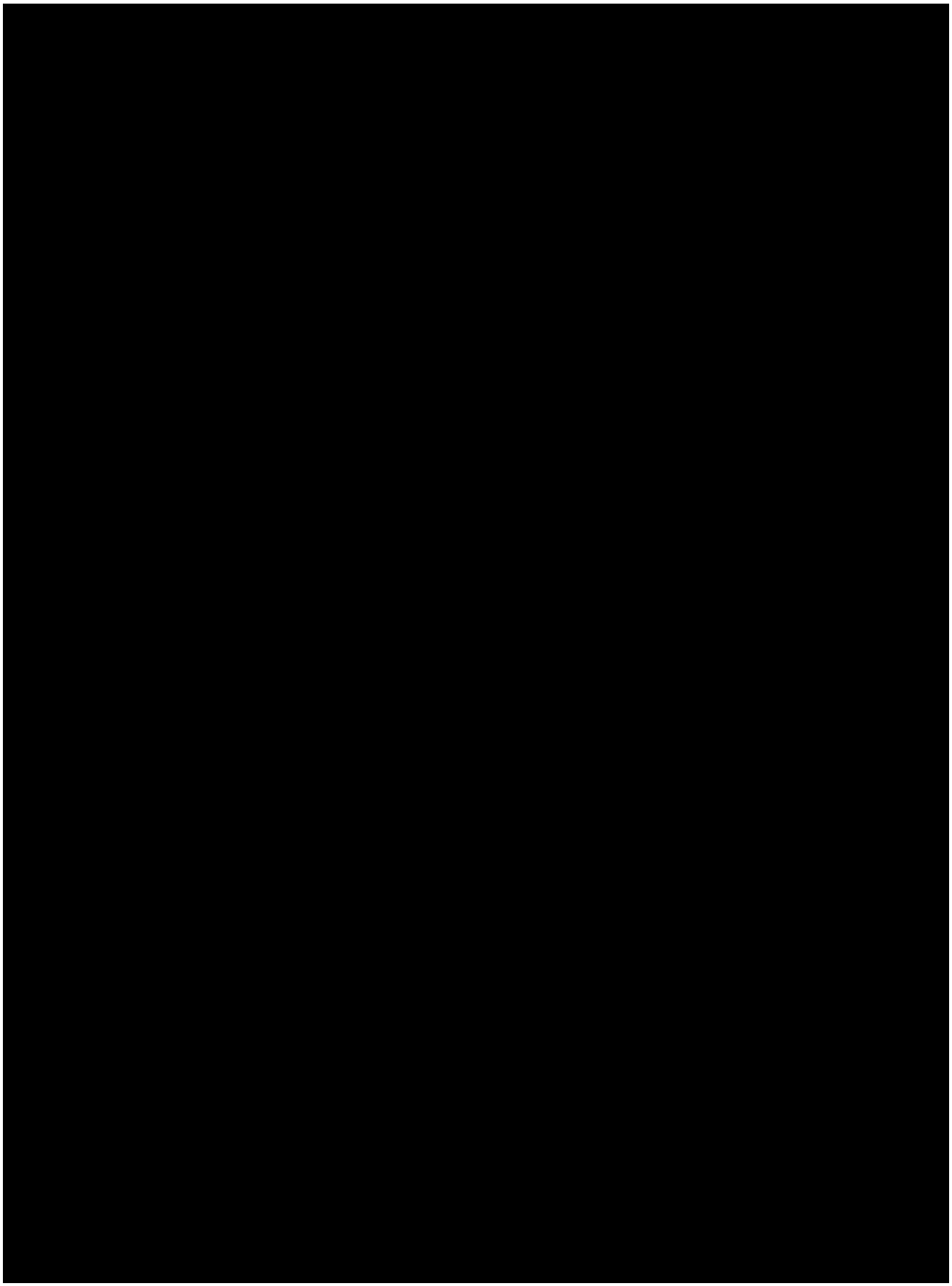


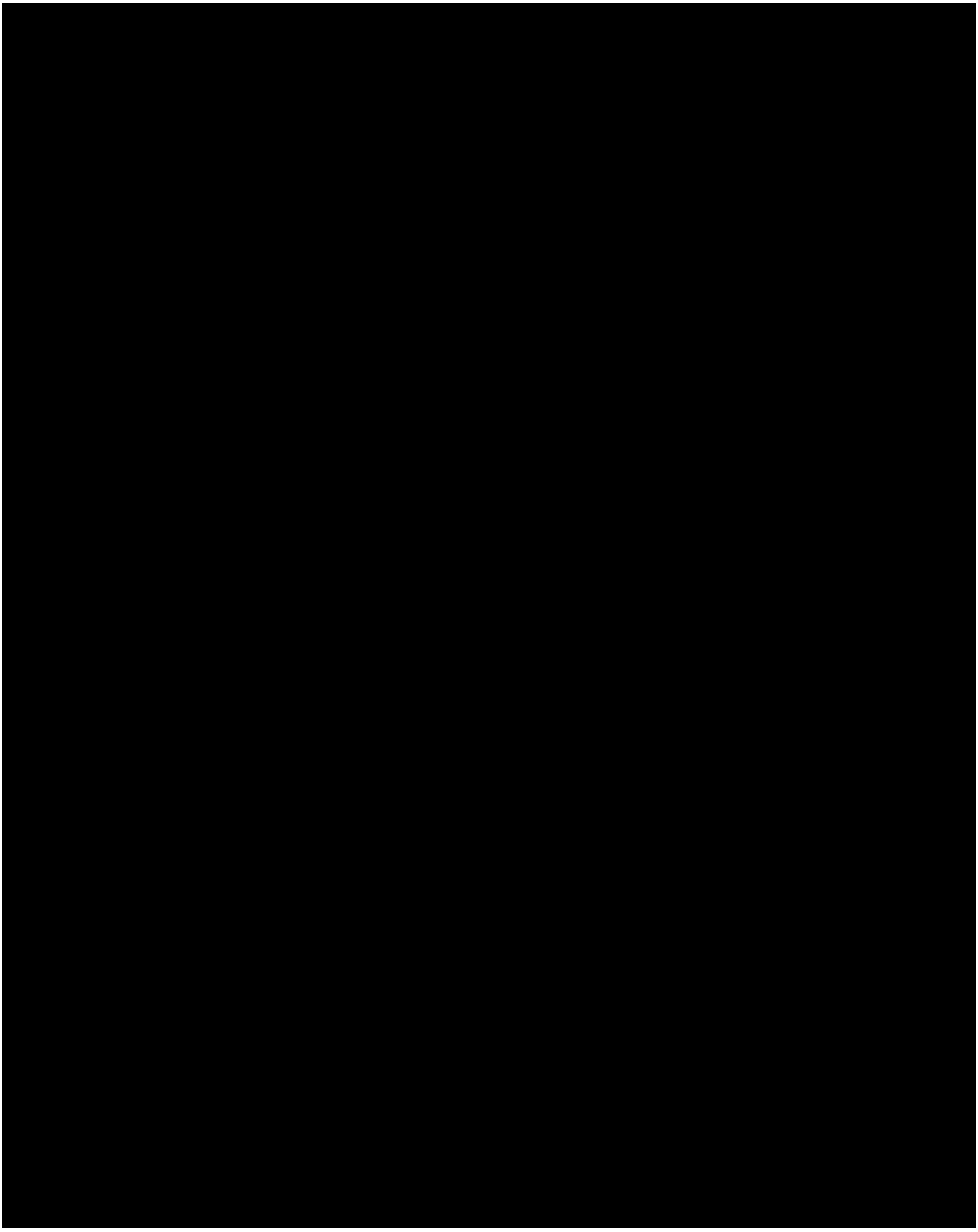


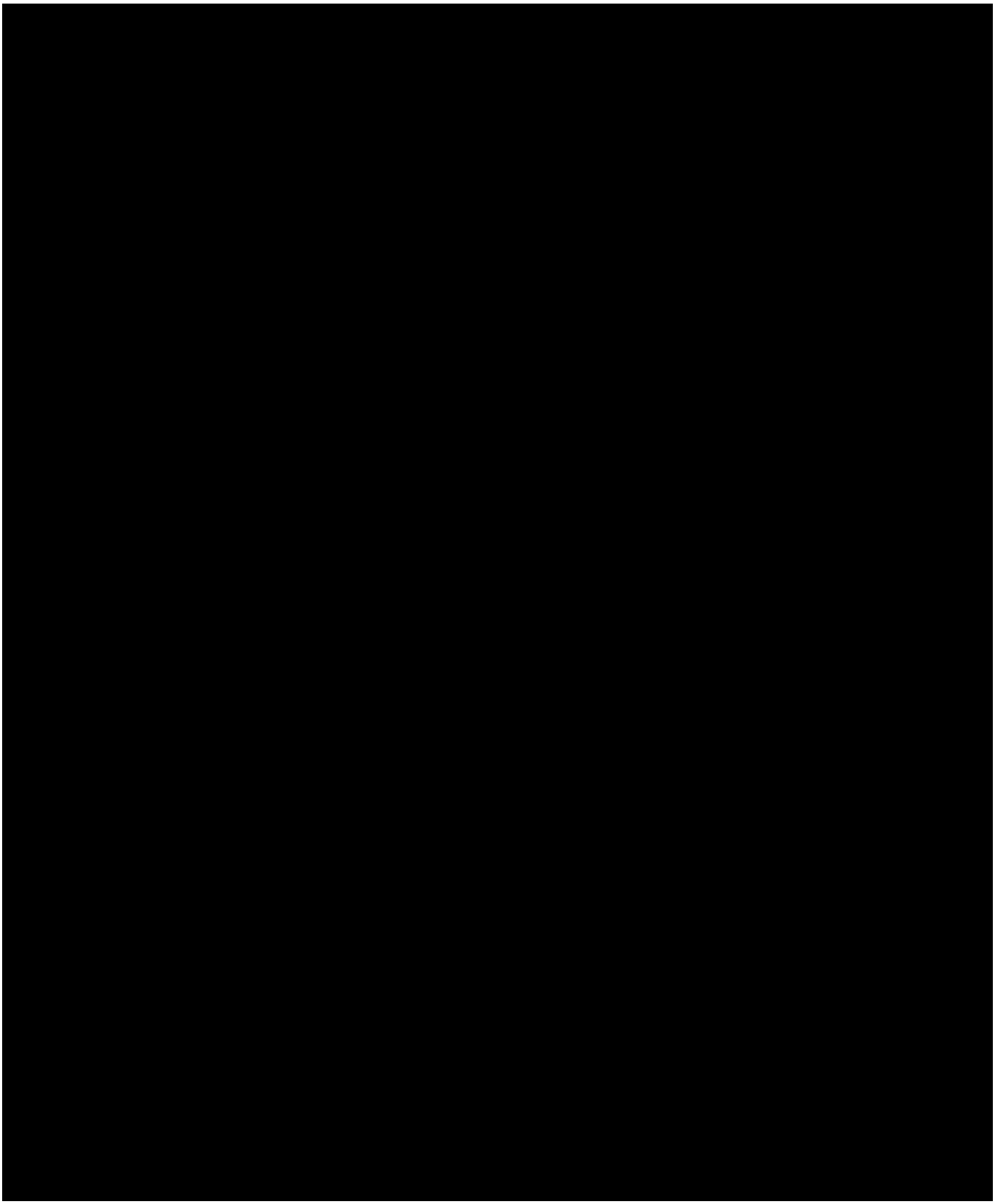




Pullout management (Trade Secret)







1.2. BAFO Price Notes (Confidential and Proprietary)

We are excited to present the following notes for the Best and Final Offer (BAFO) sheet, highlighting significant reductions in pricing for key areas that are important to Montebello. These adjustments reflect our commitment to providing exceptional value while maintaining the highest standards of quality and service. Please review the accompanying notes for further details on the reduced pricing options.

1.2.1. Item #2 – Design and Development

Avail has provided a $40,000.00 discount to Montebello Bus Lines for the design and development of the new CAD/AVL system.

1.2.2. Item #5 – Infotainment Passenger Displays

To provide cost savings to Montebello, while still meeting the passenger display requirements of Montebello's RFP, Avail has provided pricing for two (2) 24" Message Point Media infotainment signs per vehicle.

1.2.3. Item #8a – Yard Management

Avail has provided pricing for the myAvail Yard Management solution, which includes $50,000.00 of development to improve the system specifically for Montebello's yard management needs.

1.2.4. Additional Discount

In addition to all the cost savings mentioned above, Avail will provide an **additional $75,000.00 discount** on the total base price of the project.

1.2.5. Item #11 – Support Breakout

	Total Year 1-3	
Support Total	$	608,343.33
MPM	$	113,772.00
Cradlepoint Warranty (CAD/AVL only)	$	88,198.46
VoIP Add-on	$	20,329.00
Avail Only	$	386,043.87

1.3. BAFO Price Sheet (Confidential and Proprietary)

Avail has included our price sheet below which includes our BAFO pricing.

EXHIBIT D

RFP No. 23-8
COMPUTER-AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION SYSTEM

COST PROPOSAL SHEET (Three Year Term)

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 #	Expense Category	Quantity	Unit Price	Gauranteed Not-to-Exceed Amount	BAFO Price Savings from original
1	Evaluate and assess MBL's CAD/AVL system	1	LS	$ 49,164.43	
2	Design and develop new CAD/AVL system	1	LS	$ 110,652.08	**(40,000.00)**
3	Removal and disposal of existing on-board bus CAD/AVL equipment	1	LS	included	
4	New CAD/AVL equipment on-board CAD/AVL equipment (all Hardware, Wiring and Components)	50	$ 8,252.80	$ 412,640.19	
4a	New VoIP equipment on-board VoIP equipment (all Hardware, Wiring and Components & system implementation, licensing)	1	LS	$ 234,302.59	
4b	Bus-in-a-Box (BIB) training unit	1	$ 13,018.92	$ 13,018.92	**(13,018.91)**
5	On-board infotaintment passenger display signs (24")	100	$ 5,221.23	$ 522,123.00	**(86,254.10)**
6	Removal and disposal of existing wayside/infrastructure CAD/AVL equipment	1	LS	included	
7	New CAD/AVL equipment wayside/infrastructure CAD/AVL equipment (all Hardware, Wiring and Components)	10	$ 12,993.77	$ 129,937.69	
8	On-Site Installation and Labor for the complete on-board CAD/AVL equipment and display sign	1	LS	$ 177,000.00	
8a	~~Ubisense Yard Management system services, hardware and implemenation~~ Avail Yard Management Development	1	LS	$ 49,078.71	**(417,938.82)**
9	Cloud and wayside CAD/AVL hardware and software installation	1	LS	$ 52,931.06	
10	Shipping & Handling (if Applicable)	1	LS	$ 14,285.71	
	Discount	1	LS	$ (75,000.00)	**(75,000.00)**
			Total Base Project Cost	**$ 1,690,134.38**	**(632,211.83)**
11	Training, maintenance, and technical support costs for a period of three (3) years	3	$ 202,781.11	$ 608,343.33	**(124,626.54)**
	CAD/AVL				
	VoIP				
	On-board infotaintment				
	Cradle Point				
			Grand Total (Base plus 3-years)	**$ 2,298,477.71**	**(756,838.37)**

Item #	Option Category	Quantity	Unit Price	Gauranteed Not-to-Exceed Amount
Option 1	Pre-Trip	1	LS	included
Option 2	Transit Assets	1	LS	$ 162,504.14
Option 3	APC Replacement (IRIS/IRMA)	1	LS	$ 304,782.46
Option 4	New Vehicle Tablets (5)	1	LS	$ 18,772.96
Option 5	Cradlepoint Replacement (88)	1	LS	Pending Response from Vendor

*** Note: Training, maintenance, and technical support**

1. Must be included in your pricing.
2. Begins on date of installation completion and acceptance by the Director of Transportation.

List other costs/fees:	**Description**	**Cost/Fees**
	_____	_____
	_____	_____
	_____	_____
	_____	_____

Contact Information:

Name & Job Title:	Kevin McKay, Chief Operating Officer
Business Name:	Avail Technologies, Inc.
Address:	1960 Old Gatesburg Road, Suite 200
City, State, Zip Code:	State College, PA 16803
Phone Number:	(814) 234-3394
E-mail Address:	proposals@availtec.com
Authorized Signature:	**Date:** 6/14/2023



AVAIL'S MISSION

We retain customers for life by providing value through a balanced offering of superior products and services.

City of Montebello

REQUEST FOR PROPOSAL (RFP) No. 23-8

Montebello BUS LINES

Computer-Aided Dispatch/Automatic Vehicle Location System

February 23, 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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Letter of Transmittal

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 Subcontractors (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, to replace MBL's existing Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) system, provide additional functionality, and migrate existing data from previous CAD/AVL system. 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.

MBL's transit system consists of 35-40ft buses; twenty-six hybrid, three electric, thirty-seven Compress Natural Gas (CNG) buses, one (1) 25ft cutaway shuttle, nearly 1,000 bus stops, and two (2) transit hubs. The agency provides service to eight fixed routes, the longest of which is 27.2 miles. On any given week, the buses are on the road for an average of 810 hours, providing connections to neighboring transit agencies such as METRO, Norwalk Transit, Foothill Transit, and Metrolink.

The awarded contractor ("Contractor") for the deployment of the CAD/AVL system will prepare design reviews; perform Factory Acceptance Tests, Core First Article, radio coverage, and System Acceptance tests; install all components of the CAD/AVL; prepare manuals and other required documentation; provide training; and provide warranty and technical support after the contract is awarded as is set forth in this scope of work.

The City hereby notifies all Contractors that the City will affirmatively assure that Disadvantaged Business Enterprises ("DBE") are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funding provided 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. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal ("RFP") attached hereto.

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: February 23rd, 2023

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-8

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

Computer-Aided Dispatch/Automatic Vehicle Location System

The City of Montebello ("City"), Montebello Bus Lines ("MBL"), invite proposals from fully qualified and experienced Contractors, to replace MBL's existing Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) system, provide additional functionality, and migrate existing data from previous CAD/AVL system.

The term of the proposed agreement shall be for three (3) years with two (2) one-year term options commencing upon the date of the contract execution between the City and the successful Contractor.

A Pre-Proposal Meeting will be held on **Tuesday, March 14th, 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. Proposers must abide by all Federal, State, local, and City coronavirus (COVID-19) protective measures (e.g., face coverings) at all times while onsite.

All potential proposers ("Proposers") are highly recommended to 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@cityofmontebello.com

Only substantive inquiries will receive a response. All substantive questions submitted in writing, as outlined below, will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City's website. Responses to questions or comments regarding this RFP provided by any other department, 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, April 20, 2023, at 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	February 23rd, 2023
Pre-Proposal Meeting	Tuesday	March 14th, 2023
Deadline to Submit Questions	Thursday	March 23rd, 2023, at 3:00 PM PST
Responses to Questions Provided	Tuesday	April 4th, 2023
Deadline to Submit Proposals	Thursday	April 20th, 2023, at 3:00 PM PST
Presentations & Intent to Award	Week of May 8th, 2023	

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 # 43	
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 Subcontractors (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, April 20, 2023.**

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 Proposer's references have been checked. All proposals shall be accompanied by a completed and signed a 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. Proposers submitting basic conforming proposals may choose to submit alternate proposals as complete and separate offers if the alternate proposal offers technical or other improvements or modifications, which are to the overall benefit of the City. Any and all alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

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. The said addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted to or no later than **3:00 pm, Thursday, March 23rd, 2023**. 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 the 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 the 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;
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

Proposals submitted shall become the exclusive property of the City. Submissions shall become a matter of public record subject to disclosure, except for those elements that the City Attorney's Office determines to be exempt from disclosure under the California Public Records Act or any other applicable state and/or federal law.

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub Contractor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

Protests related to the content of the RFP shall be received no later than ten (10) days prior to the proposal due date; or within five (5) days after the 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 five (5) days 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 agreement resulting from this RFP (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; and/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 Procurement Analyst will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

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

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via 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 CAD/AVL system 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	**Project Management Plan** The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the Scope of Work.	15 points
2	**Proposed Project Team** Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of Security Services.	10 points
3	**Qualifications and Experience** Demonstrate experience completing CAD/AVL system projects of the same or similar magnitude. Presentation of a catalog of CAD/AVL system experience and expertise most advantageous to the City.	10 points
4	**Technical Approach** Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	40 points
	TOTAL	**75 points**

Price Considerations

The Price proposals will be evaluated as follows:

5	**Price** The Proposer's Price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	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 Contractor's equipment and 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 10% of the first year 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 shall be submitted via the PlanetBids.com 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

The City, through MBL, is soliciting competitive proposals from fully qualified and experienced Contractors, to replace MBL's existing Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) system, provide additional functionality, and migrate existing data from previous CAD/AVL system. The Contractor shall install the CAD/AVL system to perform the services, outlined in the Scope of Work, for a three-year term with the option for renewal of up to two (2) additional one-year (1-year) terms.

The complete and integrated CAD/AVL System must include the following core requirements, but not be limited to:

- Computer-Aided Dispatch (CAD)
- Automatic Vehicle Location (AVL) (Revenue and Non-revenue Vehicle)
- Automatic Voice Annunciation System (AVA)
- Head sign / Marquee Integrations
- Bus Stop/Shelter Signage Integrations
- Covert Emergency Alarms (CEA)
- Single Point Vehicle Log-in
- Business Intelligence and Reporting (OTP, Vehicle Miles/Hours, Performance of Operators and Vehicles, Incident Management, Farebox Recovery, etc.)
- NTD Certification and APC Benchmarking
- Voice over IP (VoIP) Based Voice Communications – Motorola UHF ICIS to be used as backup
- Yard Management System
- Real-time Data Communications, Detours, Alert Management, Passenger Information, GTFS, and GTFS-RT. Integrations with apps such as Google Transit, Apple Maps, Moovit, and TransitApp
- Uptime SLA to be agreed upon between City and Vendor.
- Hosting and support
- Recommended process for offloading data
- Traffic Signal Priority (TSP) Integration
- Automatic Vehicle Monitoring (AVM) (Optional)
- Time Keeping and Scheduling (Optional)
- Planning and Scheduling(Optional)
- Pre/Post Trip Inspections (Optional)

Desired Systems Integration and Existing Infrastructures: MBL desires to have these systems integrated or replaced with by the proposed contactor:

- IBM Maximo Enterprise Asset Management System
- Genetec Surveillance System – push button for video tagging
- Remix Platform
- TransTrack
- City Website
- Cubic Universal Fare System
- Eventide Nexlog: Log voice calls if replacement VoIP system does not have call logging capabilities
- Infotainment: Display route information on-board
- Destination signs
- Real-time signage at bus stops

- Optibus
- Cradlepoint: IBR1700
- Verizon Cellular Network
- Trackit Manager

Computer-Aided Dispatch and Automated Vehicle Location (CAD/AVL) System

The Computer-Aided Dispatch (CAD) component shall be the primary means of assigning, overseeing, and communicating with MBL vehicles; preparing and processing incident reports. CAD shall support multiple user groups (e.g., driver supervisors, operations managers, system administrator) with settable system rights and privileges. CAD functionality shall be available on MBL workstations via a web-based application or similar means.

The Automatic Vehicle Location (AVL) component shall store, and regularly update real-time vehicle location information of MBL vehicles. The AVL component of the total solution shall display the vehicle information in real-time on a geographic map at workstations for dispatch, customer service and other stakeholders along with other pertinent information regarding the route, vehicle and schedule data.

The CAD/AVL system shall also be able to integrate or import transit data (Routes, Stops, Trips, etc.) via direct integration, and/or imports from route/scheduling exports.

The CAD/AVL system shall also have the capability to input changes to the line, pattern and schedule data from a workstation, for full or ad-hoc changes and detours at the trip, run and line levels. The system shall also support interlining.

Proposer shall be sufficiently knowledgeable of the transit scheduling software to carry out the required integration for meeting these CAD/AVL system specifications. Such bidirectional data transfer and synchronization with the CAD/AVL System and other MBL systems shall occur either automatically or upon user initiation, dependent upon MBL CAD/AVL System administrator settings

Graphical User Interface

All the information that is provided to the CAD/AVL users shall be via intuitive and easy to use Graphical User Interfaces (GUI). The GUI shall not be static and shall be fully customizable for each class of user. For example, dispatchers shall be able to customize what they are able to view on the screens related to route and vehicle information, customer service agents shall be able to customize what they are able to view on the screens related to real-time vehicle/route performance information and triggers etc.

The system shall display if vehicle(s) are in operation but have not been logged in. The dispatchers shall have the capability to remotely login these vehicles with the operator and route credentials which shall populate all the other on-vehicle systems through single sign-on.

Geographic Display/Functionality

Geographic display/functionality shall include the following but not limited to:

- Allow centering geographic display on and automatically tracking a specified vehicle
- Allow centering on specified lines, stops, and time points.
- Allow selection of vehicle icon to display text/tabular display data about vehicle

- Automatically adjust minor vehicle location discrepancies to show vehicle icons on streets
- Automatically center the display on a vehicle with a covert alarm status while the covert alarm is active.
- Include an up to date map of all highways, streets, and roads by name
- On highest-level map, show MBL's full service area
- On lowest-level map, show all streets, roads, railroad tracks, water boundaries, jurisdictional boundaries, bus stops, transfer points, and significant landmarks within the displayed area

Operations Display/Functionality

Operations display/functionality shall include the following, but not limited to:

- Display the conditions, location, direction of travel and route/schedule adherence of vehicle
- Display selected lists of data, including vehicle schedules, Operator identification, assignments and schedules, pull-in/layover status, back in-service time/place, schedule and route adherence.
- Display assignments of operators to lines/runs and or vehicles.
- Display various types of canned and custom text messages
- Visible list of unacknowledged and acknowledge message and responses
- Allow the ability to create unlimited customized dispatch triggers and/or alerts
- Triggers and/or alerts shall have the capability to be created in real-time within the CAD component
- Operations status entries shall be generated automatically by the CAD/AVL system when an out-of-tolerance condition is detected. The CAD/AVL system shall generate notifications for a number of vehicle

Incident Reporting

The CAD/AVL system shall support automatic and manual collection and entry of vehicle information for incident reports. For each incident report, the CAD/AVL system shall automatically record vehicle status, run, line, schedule deviation, time, operator identification, location, alarm status, other pertinent vehicle information, system date and time, workstation identification, and dispatch user. Incident reports shall accept from a console and record manually entered text, coded, combo-boxed or check-boxed notes, and an indication that the incident is closed or the report cancelled.

The CAD Incident Report subsystem shall also include the following features, but not limited to:

- Automatically assign a unique identification to each created incident report
- Be searchable by any incident report data field
- Allow recording of free-form text comments (i.e. Memo field)
- Be exportable in a various format (e.g. Comma delimited, PDF, and MS Office applications)
- Maintain a log of incident report creations and modifications by user, date, and time

Time of Arrival and Departure Data

The CAD/AVL System shall determine dynamic estimated time of arrival to the next vehicle stop for each vehicle based on data from the AVL System. The time of arrival information shall be available for the Passenger Information Display System (PIDS), internet access including MBL's public website, Google, Computer-Aided Dispatch (CAD), and other systems.

The time of arrival/departure information shall be determined using an analytical algorithm that utilizes the current AVL information for the approaching/departing vehicle relative to a stop. The CAD/AVL System shall have functionality to calculate the arrival/departure times for a number of vehicles at each stop for all routes and directions serving that stop.

The CAD/AVL System shall provide GTFS-RT feed to support external customer information and planning applications.

Reporting

Comprehensive reporting shall be provided by the system to display critical reports and information to enable management to monitor performance and conditions.

The solution shall also provide for viewing and reporting of data by exception that is configurable by the users. The configurable parameters shall allow for various event triggers such as vehicles running early or late, vehicle off-route, service type, date, time, route, and vehicle. The system shall allow for flexible reporting (canned, custom and Ad hoc) and mining of data.

Reporting functionalities and capabilities shall include the following at a minimum, but not limited to:

- Revenue Vehicle Operations
- Dashboards that display critical information on a continuous basis
- Current status of service showing active CEA, number of vehicles currently on routes, percent of fleet on time, and percent of fleet late
- Dispatch user information such as vehicle and line assignments, action events such as vehicle calls and alarms, and dispatch user responses, all with time tags for analysis
- Stop information including line, run, direction, vehicle, operator, miles, etc.
- Summary data on trip number, line, run, day of week, time period, Operator ID, vehicle ID, schedule adherence, passenger boarding's, etc. Summaries shall be for daily, weeks, months, quarters, and years
- Time-point data including trip vehicle, line, run, and time of time-point passage
- Trip information including line, run, direction, vehicle, operator, miles, etc.
- Revenue and non-revenue miles and hours
- Schedule adherence
- Bus assignments including changes
- Run cancellations
- Out late buses
- Service delays, including type, reason, length of delay, service loss, mileage lost
- Operator Management
- Operator assignments and assignment fulfillment
- Incident Reports involving Operator error
- Accident Reports

Onboard Vehicle System Requirements

The Contractor shall furnish and install a CAD/AVL System for MBL vehicles, with all equipment, cabling software, components and licenses necessary.

Vehicle Logic Unit (VLU)

The Contractor shall provide a VLU that has, the following specifications at a minimum, but not limited to:

- The VLU shall be the central processing device and data storage device installed onboard for all vehicles and powered by the vehicle's electrical system
- The VLU shall be integrated with the onboard equipment on each vehicle that provides route/ destination announcements and onboard visual signs with both audible and textual messages, etc.
- The VLU shall provide the interface/transmission of data to and from all subsystems such as audio announcements, PIDS, onboard visual signs, etc.
- The GPS receiver shall be integrated into the VLU to provide time and location data for AVL functions
- Multiple port selections
- Data storage capacity shall be sufficient to store the complete current and pending route schedules, announcement files, and event messages
- System configuration settings related specifically to a vehicle shall be stored in a vehicle configuration module such that the VLU unit can be swapped out and vehicle information not lost.
- The VLU shall be provisioned for future expansion and interoperability

Mobile Data Terminal (MDT)

The Contractor shall provide a MDT that has, the following specifications at a minimum, but not limited to:

- The MDT shall automatically engage when the vehicle is started, and shut down a programmable amount of time after the vehicle is turned off.
- The MDT shall store the most recent location received from the GPS receiver, so that if the GPS receiver is not able to report the location, the last known good location will remain available.
- The MDT shall incorporate a color graphical screen capable of displaying fonts of variable size and can change colors between day and night or has automatic brightness controls.
- The MDT shall have capabilities to show the Operator turn by turn directions.
- The MDT shall have the capabilities to show the Operator if they are ahead of schedule or behind schedule in number of minutes and or color code.
- The MDT shall be equipped with appropriate functional buttons (physical and or touch screen) capable of controlling other onboard systems (e.g. NGFS, head signs, etc.).
- The MDT display shall be readable by the Operator from the seated position under the full range of ambient illumination conditions, through the incorporation of such measures as driver-operated brightness/contrast control, anti-glare coating and adjustable orientation mounting.
- The MDT shall be capable of providing unique audio tones to alert the Operator of incoming messages.

The MDT shall be capable of, but not limited to, displaying the following onboard information and interface to onboard systems during operation of the vehicle:

- Data Messaging
- Emergency Alarm
- Head Sign Control
- Logon

- Maintenance
- NGFS- Mobile Validator (Ability to show fare on MDT, accept and cancel transaction from MDT etc.)
- Route Guidance
- Schedule Adherence
- Stop Announcement
- Talk
- Transfer Notification
- Trip/Schedule Display Control
- The MDT shall support en route changes of the assigned Operators for cases such as mechanical breakdowns, Operator substitutions, etc.
- The MDT shall enable Operators to send user-friendly, easy to use predefined text data messages to dispatch with a minimum of interaction e.g. wheel chair loaded, bike loaded etc. These text messages shall be user configurable by system administrator and flexible in the way they are ordered on the MDT.
- Operators shall be able to review recently received messages at any time with a minimum of interaction. The MDT shall be capable of retaining at least the last (10) ten received messages for Operator review. The received messages shall be ordered chronologically with the most recently received message presented first.
- When the vehicle receives a data message, the Operator shall be notified by a mutable audio tone signal and the message shall be available for display on the MDT within one second after it is received.
- The MDT shall provide for automatic control of all destination signs in vehicles. The destination signs shall be automatically updated by the Operator at logon and at predefined points along each route (e.g., at the end of a trip). The points at which destination sign messages shall be automatically changed shall be configurable by MBL.

Covert Emergency Alarm

The Contractor shall provide a Covert Emergency Alarm (CEA) which will activate a silent alarm when an Operator presses a button in an inconspicuous location of the Operator‘s area. When engaged, the CEA shall include the following functionality, but not limited to:

- Issue an emergency alarm, including vehicle location, to the dispatch workstation
- Discreetly display the CEA activation to the Operator
- Send discrete visual signal to Operator when a dispatch workstation acknowledges receipt of CEA
- Emergency Alarms shall have the highest priority of all data messages.
- Cause exterior head signs to display an emergency message
- A CEA event indication shall not be noticeable to passengers.
- Update the vehicle location to the dispatch workstation no less than every (5) five seconds
- Allow supervisor to override and disable a CEA using the dispatch workstation

Automatic Voice Annunciators

The Contractor shall provide an Automatic Voice Annunciator (AVA) system in each MBL vehicle that shall automatically audibly and visually announce stops and stop requests; and change onboard visual signs. The AVA system shall determine where or when to make stop announcements and onboard visual signs changes using AVL system data and pre-defined location or time parameters. Once the Operator is logged

into the MDT, the AVA system shall be fully automatic requiring no driver interaction. The AVA system shall include interior and exterior speakers and all relevant equipment for audible announcements.

Destination Announcements

When a vehicle is approaching a stop, one or more announcements shall be made for approaching stop. Requirements, capabilities, and features of the announcement system shall include but not limited to:

- Allow MBL administrators to configure announcements
- Destination description by street, intersection, location, or landmark
- Disabling of exterior audio announcement by time of day, route and vehicle
- Distance or time of announcement(s) prior to the stop
- Multiple occurrences of announcement for a given stop, including upon arrival
- Type of announcement (visual, interior audio, and/or exterior audio) by bus or trolley location
- Allow Operator to disable AVA system in the event of malfunction
- Allow Operator to manually invoke the pre-defined announcements
- Automatically make other pre-defined announcements periodically or at pre-defined locations
- Display time periodically or at pre-defined locations
- If an unscheduled stop is made, continue to make correct next stop announcements
- If vehicle goes off-route, disable announcements until vehicle returns to the assigned route
- Include pre-defined announcements
- Make audio and visual “Stop Requested” announcements and clear when a door is opened
- Make line and destination location announcements prior to and upon arriving at bus stops
- Meet Americans with Disabilities Act (ADA) requirements for the bus stop announcements

Announcement Database

The AVA system shall include a database of audio and visual stop and other pre-defined announcements. The database shall include necessary administrative tools for MBL to easily modify announcement parameters for individual stops including but not limited to announcement content, location, frequency, and type.

On-board Passenger Display Signs

The Proposer shall provide and install inside each vehicle:

- At least one electronic variable display sign for visual bus stop and other pre-defined announcements
- Conceal cable connections to the sign enclosure
- House visual signs in a vandal-resistant enclosure with a scratch resistant faceplate lens
- Use text of sufficient size, brightness, contrast, and clarity to be readable by persons with normal vision from anywhere in the vehicle under typical day and night ambient lighting conditions

Yard Management System (YMS)

The Yard Management System shall maintain a MBL yard plan showing the current vehicle locations, IDs, availability status, and assignments by operator and run; and provide for vehicle status updates by the Maintenance Department. The yard plan and vehicle status shall be available to the Dispatch Center

console and to selected pre-existing Maintenance Department workstations. Other requirements, capabilities, or features of the Yard Management System shall include but not limited to:

- Display MBL yard plan in graphical format matching the actual layout of the yard.
- Automatically record movements of a vehicle in, out of, and within the yard.

Provide vehicle status such as:

- Holding vehicles for maintenance
- Vehicle being cleaned and disinfected
- Vehicle disinfected and ready for revenue service etc.

Access to Data and Interface

The vendor is expected to partner with MBL and other authorized vendor products to interface and share data via import/export of files or API, when applicable.

Similar to the GTFS data standard, MBL follows other national efforts to standardize key data sources and allow for easy integration between technology companies.

NTD Reporting

- Ridership reporting solution shall provide NTD reporting for ridership and passenger miles
- The Contractor shall assist MBL in obtaining NTD certification for ridership and passenger miles and describe the NTD process in proposal
-

Voice over IP (VoIP)

- The vehicle operator shall be able to select on the OCU a voice call through a request to talk (RTT) and a priority request to talk (PRTT), which will immediately send the request to the central system
- The OCU or VCU shall retry sending the message until acknowledged by the central system or until all retries have been exhausted. The vehicle operator will be notified that the request was successfully transmitted or not
- The proposed voice solution shall include either voice over IP (VoIP) as embedded feature of the OCU or VCU
- The vehicle operator shall not have use of the voice radio unless requested by a Dispatcher through a voice call or the OCU or VCU loses data communications to the central system and the radio is in fallback
- The vehicle operator shall have free use of the voice system when in fallback mode. The voice system shall be in fallback mode when the OCU or VCU is powered off, when the OCU or VCU is powered on but not fully operational, when the OCU or VCU has lost data communications to the central system, or when the OCU or VCU is commanded to enter fallback mode by Dispatch
- If voice audio from Dispatch is playing on the driver speaker and the vehicle operator picks up the handset, the Dispatch audio will be automatically routed to the handset
- The voice call will automatically end when the vehicle operator places the handset in the cradle, the configured call timeout period elapses or when no voice is detected for a configurable period
- It is paramount that the bus operator can always get in touch with dispatch and therefore the voice communications solution shall support fallback. When data communications between the

VCU and the central system are lost, for any reason, the VCU shall go to open microphone mode, which allows the bus operator to pick-up the handset and talk without sending any text messages
- The system shall support monitoring the audio onboard the bus. When in emergency mode, the VCU shall allow the covert microphone to be enabled by the dispatcher. When enabled, the covert microphone audio shall be routed through the radio or VoIP to the dispatcher that enabled the covert microphone

Dispatch-Initiated Public Announcements

- The VCU shall immediately playback any public audio announcements on the interior speakers using text to speech (TTS) that were sent by a Dispatcher
- The VCU shall immediately display any public text announcement sent on the interior LED sign by a Dispatcher

Traffic Signal Priority (TSP) Integration

- The proposed system must be expandable to integrate with future Traffic Signal Priority (TSP).
- Contractors shall provide the name and references of TSP systems in which integrations have been successfully completed

Planning and Scheduling (Optional)

- Be able to provide U.S. Census data on the service area, including but not limited to ethnic and socioeconomic data.
- Ability to pull demographic data using the radius from the route alignment (i.e. .25 miles from a fixed transit route)
- Generate maps with census data overlays, and the ability to export said maps as a .jpeg or .pdf file.
- Run a Title VI analysis within the set service area, including the ability to determine average minority percentage by line and system-wide
- Ability to generate map that can distinguish census block groups as above or below average system-wide minority
- Ability to run Title VI Service Equity Analysis for service or route modifications
- Provide modeling capabilities to simulate new routes or route modifications
- Present easy-to-read route statistics

Pre-trip Inspection (Optional)

Pre-trip inspection reporting prior to pull-out to eliminate manual processing of paper-based inspection. Shall be fully customizable to include:

Fully customizable inspection forms

- Allow operator keyed input to address specific issues and comments
- Force mandatory post-trip inspection and end of day for vehicle
- Capable of sending inspection reports to designated staff in real-time
- Configurable inspection duration validity (i.e. 24 hours, 48 hours, etc.)
- Alerts/notifies staff when vehicle leaves the garage without a valid status

Automatic Vehicle Monitoring (AVM) (Optional)

- The VCU shall include an automatic vehicle monitoring (AVM) system that monitors onboard equipment through the standard interfaces for performance data and faults
- During the design phase of the project, the Contractor shall describe the need for installing any hardware or software upgrades required for this interface
- The VCU shall indicate to the vehicle operator via the OCU any equipment that has faults
- The VCU shall immediately report any equipment faults identified by MBL to the central system
- The VCU shall timestamp and geocode all data collected by AVM
- The system shall be capable of verifying active communication between all monitored systems and the VCU, and be capable of using multiple communication protocols
- The VCU shall transmit all AVM collected data to the central system through the WLAN upon entry to the WLAN coverage at the depot and every fifteen minutes while in WLAN coverage.
- The VCU shall be capable of monitoring the performance data that is typically available on the bus networks - The Contractor will validate the availability of AVM fault and performance data

The Contractor will work with MBL to document the final list of performance and fault data to be collected during the design phase

Warranty

All equipment and workmanship (on board equipment, backend equipment, software, and other accompanying equipment) should have a minimum of 3 years warranty from the date of final acceptance of work.

- Proposals will provide an explanation of the coverage provided by the warranty, including the response method and plan for provision of parts and labor.
- The Contractor warrants the documentation provided completely and that it accurately reflects the operation and maintenance of the equipment and software, and provides all information necessary to maintain the system.

Maintenance

Proposals must include pricing for maintenance and provide an explanation of the coverage, including response times and plans for provision of parts and labor. Proposals must address maintenance provisions for software patches and version upgrades.

The Proposer is required to notify MBL at least one month in advance of installation when new software releases become available. The Proposer is required to notify MBL at least six months in advance when it is expected that the current release and related systems will no longer be supported.

The Proposer will ensure that all existing software configurations are protected after the system has been upgraded for the entire duration of the time when MBL uses the product. These changes must be reported to the MBL Director.

Technical Support And Training

The Proposer will provide a contact person and phone number to assist MBL with any technical questions.

The Proposer will submit a training plan that describes the procedures that will be employed to adequately accomplish training related to the implementation and full utilization of the system.

Training shall be provided to personnel designated by MBL. Training for all hardware and software must be provided on-site and will at minimum include:

- Name and phone number of the person responsible for training.
- How to install or setup a computer as a viewing station.
- How to operate the software
- How to record and retrieve data.

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.
- Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Contractor's ability to complete the project.
- 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 CAD/AVL systems 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.
G. Experience with agencies of similar size and scope as MBL.
H. Financial capacity.

SECTION 6 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

COMPUTER-AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION SYSTEM

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 individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to replace MBL's existing Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) system, provide additional functionality, and migrate existing data from previous CAD/AVL system ("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 February 9, 2023 (RFP No. [23-8]), 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.

B. 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.

C. 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.

D. 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.

E. 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 for three (3) years from the Effective Date, with two (2), one-year options, 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. 23-8;
B. Proposer's [DATE] Proposal for Computer-Aided Dispatch/Automatic Vehicle Location System 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 be 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 **Two Million Dollars and Zero Cents** ($2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

By executing this Agreement, CONTRACTOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's

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

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

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

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

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

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

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

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

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or sub-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 if subrogation endorsement from the insurer.

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

Coverage applies separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

F.

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.

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

_____
René Bobadilla
City Manager

Dated: _____

CONTRACTOR

_____
Name and Title

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. 23-8

COMPUTER-AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION SYSTEM

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 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. 23-8, Computer-Aided Dispatch/Automatic Vehicle Location System

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. 22-7, Unarmed Transit Security Guard 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: _____ *(Print)*	Name: _____ *(Print)*
By: _____ *(Signature)*	By: _____ *(Signature)*
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B

REFERENCES

List at Least Three (3) Professional References:

1

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

2

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

3

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

EXHIBIT C

INSURANCE

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

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

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

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

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of' the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, it's officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving 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. 23-8
COMPUTER-AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION SYSTEM

COST PROPOSAL SHEET (Three Year Term)

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 #	EXPENSE CATEGORY	ESTIMATED QUANTITY	UNIT PRICE	GUARANTEED NOT-TO-EXCEED AMOUNT
1	Evaluate and assess MBL's CAD/AVL system	**1**		**$**
2	Design and develop new CAD/AVL system	**1**		**$**
3	Removal and disposal of existing on-board bus CAD/AVL equipment	**66**		**$**
4	New CAD/AVL equipment on-board CAD/AVL equipment (All Hardware, Wiring and Components)	**66**		**$**
5	On-board passenger display signs	**66**		**$**
6	Removal and disposal of existing wayside/infrastructure CAD/AVL equipment	**1**		**$**
7	New CAD/AVL equipment wayside/infrastructure CAD/AVL equipment (All Hardware, Wiring and Components)	**1**		**$**
8	On-Site Installation and Labor for the complete on-board CAD/AVL equipment and display sign	**66**		**$**
9	Cloud and wayside CAD/AVL hardware and software installation and setup	**1**		**$**
10	Shipping and Handling (If Applicable)	**1**		**$**
11	Training, maintenance, and technical support costs for a period of three (3) years	**3**		**$**
			Annual Total Cost	**$**
			GRAND TOTAL COST	**$**

*** Note: <u>Training, maintenance, and technical support</u>**

1. Must be included in your pricing.
2. Begins on date of installation completion and acceptance by the Director of Transportation.

List other costs/fees:	**Description**	**Cost/Fees**
	_____	_____
	_____	_____
	_____	_____
	_____	_____

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**	**Local Agency Use Only (Certified DBE?)**
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Part II

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

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

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

Montebello Bus Lines

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, executers, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No._____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with it terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

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)

_____ (The "Beneficiary") and hereby
(Name of Beneficiary)

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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City of Montebello
Bus Lines



proposal in response to

RFP No. 23-8 Computer-Aided Dispatch/Automatic Vehicle Location System

April 20, 2023

avail

PROPOSAL

Confidential & Proprietary Information Notice

This proposal includes documents which contain CONFIDENTIAL and PROPRIETARY information that shall not be duplicated, used, or disclosed in whole or in part, for any other purpose other than in conjunction with the review of this solicitation. If the contract is awarded, City of Montebello shall have the right to duplicate or use any data submitted if required or deemed necessary as a part of said contract.

Trade Secrets

This proposal includes documents which contain TRADE SECRET information that shall not be duplicated, used, or disclosed in whole or in part, for any other purpose other than in conjunction with the review of this solicitation. If the contract is awarded, City of Montebello shall have the right to duplicate or use any data submitted if required or deemed necessary as a part of said contract.

Avail is invoking FOIA exemption based on article:

Cal. Civ. Code §§ 3426 through 3426.1 (d) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: **(1)** Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and **(2)** Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

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Cover Letter

April 20, 2023

Rohan Anderson
Senior Management Analyst
City of Montebello Transportation Department
400 S. Taylor Ave.
Montebello, CA 90640

Dear Rohan,

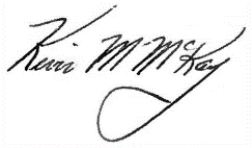
Avail Technologies, Inc., is pleased to provide The City of Montebello with our proposal in response to RFP No. 23-8 Computer-Aided Dispatch/Automatic Vehicle Location System. Avail has orchestrated and designed this proposal based on more than two decades of experience developing, deploying, and maintaining Intelligent Transportation Systems (ITS) for public transit properties throughout North America. Avail agrees to be bound by the proposal, without modifications, unless mutually agreed upon by Montebello Bus Lines and the Proposer. If you have any questions during your evaluation of our proposal, please do not hesitate to contact us:

Proposer Identification:
Avail Technologies, Inc.
1960 Old Gatesburg Rd.
State College, PA 16803
www.availtec.com

Single POC: David Mugica
Email: proposals@availtec.com
Phone: 814-234-3394, ext. 1023
Fax: 814-234-3393

Authority to Obligate the Company: Dorsey E. Houtz, President & CEO or Kevin McKay, COO

Avail Technologies, Inc., a financially strong, private corporation chartered under the laws of the Commonwealth of Pennsylvania with no parent company, is committed to supporting all our projects. Proposal Validity: 120 days from submittal date. Should Montebello Bus Lines need additional time, please contact Avail for an offer extension.



Kevin McKay
Chief Operating Officer
Avail Technologies, Inc.

Executive Summary

Avail Technologies has had the privilege of partnering with Montebello Bus Lines (MBL) as your ITS provider since 2013. Over our 10 plus year relationship, Avail has amassed a great deal of information and insight into MBL's operations and technological needs.

Avail understands that human capital and financial resources are at a premium and will provide MBL with the same benefits of a full ITS replacement through a simple hardware and software upgrade for a fraction of the price. To achieve MBL's goals, we believe that continuing to invest in your existing technology platform is a much more efficient and cost-effective solution. Risks involved in a system deployment are minimized, and significant training efforts are reduced, thus giving MBL the opportunity to capitalize on an enormous return on investment.

We believe our approach will allow us to place additional focus on product adoption, implementing standard operating procedures (SOP), streamlining products for cost savings, and reducing challenges MBL is facing.

Let's look at some of the unique aspects of what Avail can offer.

- Avail is the only vendor that can meet MBL's RFP requirements through a system upgrade versus an entire system replacement. This approach is not only far less disruptive to your organization and customers, but also can be accomplished in a shorter timeframe to minimize downtime.
- The myAvail Enterprise Transit Management Software (myAvail ETMS) has more off-the-shelf interfaces and interface capabilities with third-party vendors than any other platform. This ensures that MBL can meet your interface needs today and in the future through our open APIs, which easily interface with all evolving products and platforms as technology advances industrywide.
- Letter of Reference from Optibus highlighting our strategic partnership and integrations. We have over ten deployments and are actively working on future development which includes Transit Ops and two-way integration.
- MBL would be upgraded to the myAvail ETMS platform, recognized throughout the industry as one of the most versatile systems available. The combination of features and configurability ensures you can optimize myAvail ETMS for your needs today, while still providing a great deal of growth capabilities for the future.
- As you are aware, we have several agencies utilizing Avail in Southern California, and MBL would continue to benefit and participate in this Focus Group. This select group offers the opportunity for networking, discussing regional challenges, product improvements and Avail specialized training.
- The myAvail ETMS platform features one of the industry's most powerful fully integrated Business Intelligence (BI) suites. MBL will have access to a wide array of operational data

at your fingertips, NTD reporting, and intuitive tools that deliver the answers to your questions.

- As part of our standard CAD/AVL, myAvail ETMS provides value-added solutions such as Transit Planning to alleviate redundant products and reduce costs.
- Avail is uniquely positioned to bring the highest value to MBL through this procurement. Everything Avail does is focused on providing our customer partners with the highest quality products and services possible to ensure systems will last for many years. As a result, your cost of ownership over those years will be the lowest in the industry. Whether it's our concept of maintaining backward compatibility, providing the most inclusive support and services contracts in the industry, or providing backend software and systems upgrades at no additional cost, Avail has proven to be the most cost-effective vendor over the long-term time and time again.

If Avail is fortunate enough to be chosen as your continued technology provider, we are ready to hit the ground running. Given the background and history our organizations share, we will be able to accomplish many of the steps outlined in the RFP quickly and efficiently. It's possible some steps can be combined, such as the requirements and design review, thus saving time without jeopardizing quality. We will deploy our project team to MBL where they will meet with your stakeholders to ensure we have a clear picture of your vision and system requirements, and that we are implementing a plan focused on your priorities, goals, timelines, and objectives. From there, we can turn our attention directly to upgrading your system.

As you read the rest of Avail's proposal, we hope you have the following takeaways.

- Avail has a proven track record of meeting your needs by providing proven technologies and services.
- myAvail ETMS is a state-of-the-art platform that can meet your needs for years to come.
- Our cost- and time-effective approach to providing a system update versus system replacement will minimize operational disruption.
- Inclusive support and services contracts, backward compatibility, and innovative approaches to in-vehicle solutions will ensure your lowest long-term cost of ownership.
- And finally, that the value of partnering over the past 10 plus years will serve as the perfect springboard to the next 20 years of success for Montebello Bus Lines (MBL) and The City of Montebello.

1. Project Management Plan

Avail Technologies has had the privilege of partnering with the Montebello Bus Lines (MBL) as your ITS provider since 2013 and provided a complete system installation of our myAvail software and full onboard ITS equipment. Avail has amassed a great deal of information and insight to MBL operations and technological needs throughout this evolution of both our products, and our relationship with MBL.

Recognizing that both human capital and financial resources are at a premium, Avail is proposing to provide MBL with the same benefits of a full ITS replacement, through a simple hardware and software upgrade, for a fraction of the price. We believe that continuing to invest and add on to your existing technology platform is a much more efficient and cost-effective solution, both minimizing the risk of system deployment and reducing the learning curve and training requirements for your staff.

Avail is the only vendor that can meet MBL's RFP requirements through a system upgrade, versus an entire system replacement. This approach is far less disruptive to your organization and your customers and can be accomplished in a short timeframe to virtually eliminate the downtime you would experience with any other vendor.

For this project, Avail is recommending a parallel approach where Avail can simultaneously upgrade your myAvail software and your vehicles with no need to "cut over" from an existing to new system. The current and new vehicle equipment are 100% compatible with your current and the proposed myAvail software upgrade. No other ITS vendor can offer you this same approach. You will also have peace of mind in knowing that your existing transit data will not require any translation or migration to complete this upgrade, eliminating the risk of data loss time consuming migration you would experience with other vendor systems.

We have successfully performed both hardware and software upgrades to many of our existing customers in the past few years and have provided examples in our references to help demonstrate this successful implementation approach.

1.1. Planned Implementation Plan

When Avail Technologies first worked with Montebello Bus Lines, we used methods for project management that were appropriate for that time. Since then, our firm has adopted a project management platform that encompasses Microsoft SharePoint, Microsoft Project, Microsoft Dynamics, and interactive web tools. This platform heavily supports our implementation plan and facilitates **all** tracking and assessment of the project's milestones, technical requirements, action items and risks, 3rd party integrations, installation, testing, training, and successfully getting the agency to systems acceptance.

In addition to the project platform, we have adopted an implementation plan process that can be tailored to each agency depending upon whether they are receiving an upgrade to their ITS, a new feature, or Avail is replacing another CAD/AVL vendor, and the agency is receiving a new ITS. For this project, as described in the introduction, Avail will be implementing a software upgrade in the Azure cloud environment, and a simplified hardware upgrade to the onboard equipment, to achieve the same outcome as a full replacement of an alternate vendor solution.

1.1.1. Project Kick-Off and Requirements Review

As soon as Avail Technologies receives the notice to proceed, the project manager (Vic Kumar) will work with Montebello Bus Lines to coordinate a kick-off meeting where Avail's project team will come onsite and meet with key personnel. This onsite meeting will allow our project team to become more familiar with MBL's daily operations, discuss which vehicles will be selected for pilot testing, training expectations, receive direction as to which individuals will be part of the train-the-trainer program, review the training outline and training materials and schedule, and discuss the technical requirements (compliance matrix) that was part of this RFP.

Please note that for this meeting, it has been our experience that the following personnel are vital: Executive Director, agency project manager, operations manager, dispatcher, operator, IT director, city IT, trainer, and scheduler/planner. While our project team is onsite, there will be breakout sessions with respective departments, one-on-ones with key personnel, assessment of training requirements, and daily *lessons learned* meetings to review all content that the Avail team has understood and/or noted.

The purpose of these meetings is to ensure that what the Avail project team is interpreting aligns with the direction and goals of MBL. We want this visit to create a cohesive, collaborative environment for the Montebello/Avail team where each firm understands the project plan and is completely comfortable with it.

Prior to this kickoff meeting, Avail Technologies will use our *Job Start* and *Project Planning* processes to have your proposed Avail project team working together with Avail's Leadership team and key departments supporting the project implementation, to create the project plan and schedule.

During this time, the systems engineer assigned to your project will be responsible for designing the requirements matrix that will be used as the technical roadmap for this project. He will then draft a Systems Implementation Plan, or SIP for short. This document will have Avail's and MBL's responsibilities and specific details on how each task will be accomplished, project schedule, roles, and responsibilities of parties in the project team; and progress milestones, including details on status and assigned staff. In essence, the *SIP* is a living task-list document for both parties to use throughout the duration of the project.

When the project team is onsite, they will work with key MBL personnel to ensure appropriate adjustments are made to the SIP and Avail Technologies will be seeking sign-off on the SIP from MBL. The intent of this is to make sure that both Avail and MBL clearly understand the requirements for the project, how they will be tested, and at what point in the project they will be verified.

Once the SIP has been approved, this document will then become the backbone for the configuration review. It will have a concise list of equipment, system, and configuration that will be proposed for each technical requirement. It will also have detailed descriptions of the testing parameters that will be done for each requirement, for Avail to meet the specification. Avail will also ensure the final project plan incorporates all commitments required for project adoption.

During this time, we will also be reviewing with your staff the Fixed Route schedule development and import process. This review will create the foundation for the schedule to be brought into a test system and the validation process to begin.

To move MLB forward to receive our latest myAvail software, we are proposing to integrate with your existing Optibus scheduling software. The schedule development and import process is accounted for in the upgrade plan and schedule presented in this proposal and will be completed during the initial phase of the project.

1.1.1.1. Roles and Responsibilities for MLB

- Provide timely feedback to ensure business continuity
- Have key personnel, preferably those positions listed above, attend the kick-off meeting and subsequent sessions
- Have the project manager and appropriate MLB staff attend the SIP meetings based on the provided agenda
- Review and comment on the proposed designs
- Review and provide approval of configuration designs and requirements mapping

1.1.2. Fixed Route Schedule Data Conversion

Avail Technologies recognizes that the schedule conversion of the ITS is the most crucial element as everything for CAD/AVL stems from having an imported and validated schedule.

Avail Technologies has a working integration with MBL's Optibus scheduling package. As such, there will be no need for data integration, however Avail will verify headsign codes, configuration of trigger boxes, announcements and provide training.

1.1.2.1. Roles and Responsibilities for MBL

- Allocate training hours for the Planner.

- Allocate the necessary resources to support the schedule data entry and commit to the validation process with Avail and Optibus
- MBL and Avail will work together to ensure that all supporting data (trigger boxes, GTFS, route data) will be created/updated to align with the new schedule data.
- MBL will receive training on the schedule data update process in order to ensure the export processes are error free utilizing the myAvail Import Tool.
- MBL will commit to a review session to review all routes after the final export has been tested. The joint review of each route and stop may take up to 3 days.
- MBL sign-off that the export is correct is required before going live with the export.
- MBL understands that their active involvement and feedback are keys to completing this effort on time.

1.1.3. myAvail Upgrade

Avail Technologies will begin this process by upgrading the data from the current Transit Authority Database to our most recent version, using standard SQL migration tools for this database upgrade process. Our dedicated *System Upgrades* team will monitor this data transfer to ensure that as the data populates and moves over to the latest version of MBL's database, everything is populated accordingly. Once all data has been migrated over, the Systems Upgrade team will work with MBL to update your version of myAvail to the most current version of the myAvail ETMS.

myAvail ETMS contains a CAD/AVL system that has yard map with pull-in/pull-out capability, comprehensive pre- and post-trip monitoring, vehicle health monitoring with extended analytics, detour management, incident management, replay, real-time on-time performance monitoring, real-time next-stop AVA announcements, multi-language text-to-speech engine, APC ridership and fare revenue tracking, and real-time tracking of your fleet with user-friendly maps that contain graphical user interfaces (GUIs). All these amenities will be part of this upgrade.

Avail has adopted highly agile DevOps practices for the development and maintenance of the myAvail software. Azure allows us to make changes and perform automated updates in a prompt manner, enabling more frequent updates with fewer manual processes. It comes with integrated tools for tracking, fixing, and deploying new features and fixes in the Microsoft Azure platform.

What this means to MBL is that once the data transfer and upgrade is complete, the myAvail software will have all the requirements you are seeking in this RFP, ready to be trained on.

1.1.3.1. Roles and Responsibilities for MBL

- Provide IT support to ensure business continuity
- Have the project manager and appropriate MBL staff available to provide input for prompt decision making

- Provide the dispatcher, planner, system admin, and others, as applicable, dedicated time to receive comprehensive training on the new myAvail ETMS

1.1.4. In-Vehicle Upgrade

As discussed during the introduction, the in-vehicle installation can be performed in parallel with the myAvail upgrade. The vehicles that were selected during project-kickoff for pilot will be the first to receive the in-vehicle upgrades.

For this project, Avail Technologies has selected Krishna Hill as your field engineer. Krishna manages all aspects of fleet installations including training, fleet surveys, wiring schematics, install manuals, form fit, pilot install, coordination of fleet roll out, and management of the installation team.

The vehicle hardware upgrades will include the following:

a. Providing brand new IVU3s for the 50 vehicles with previous IVU models
b. Replacing new 10" touch-screen driver displays (MDTs) for the 50 vehicles with previous MDT models
c. Replacing the current GPS units with our latest GPS/dead reckoning unit
d. Two onboard infotainment displays for the 50 buses which require displays
e. VoIP
f. Replacing the InfoDev GW200 APC with IRMA Matrix sensors (if this option is selected)

During this phase, maintenance training will commence as equipment is installed on buses. Avail will provide diagnostics, troubleshooting, configuration, and removal/replace training. During this time. Avail will also work with the maintenance team on creating a preventative maintenance training plan for MBL's staff to follow.

Mr. Hill will work extensively with MBL's maintenance staff to guarantee they become extremely knowledgeable and efficient with their new onboard system. Krishna and the Avail installation crew will provide hands-on, day-to-day problem assessment and troubleshooting training for electronics maintenance technicians, including supporting documentation such as schematics, block diagrams, and test points, to enable them to maintain the onboard equipment safely and efficiently.

Once this onsite installation process is complete, the pilot buses are ready for the dry run pilot testing. Avail and our 3rd party partners will be onsite to verify the installation quality and functionality. We will also begin training additional MBL personnel on the new technology and support MBL with the development of new training and maintenance standards.

1.1.4.1. Roles and Responsibilities for MBL

- Provide a safe and well-lit area where Pilot Installation can occur
- Provide Maintenance staff and other personnel, as applicable, that will be responsible for ensuring the fleet's business continuity
- Provide access to the pilot vehicles for installation
- Provide space and other office resources as required

1.1.5. Verification and Acceptance Testing

Once the selected vehicles from Pilot have been installed, Avail Technologies will begin the formal pilot test. Site testing, or Pilot, will be conducted at MBL to verify that the system is properly installed and configured for rollout. A pilot testing plan will be created and agreed to, as the pilot vehicles are being installed. This will then be provided to MBL for review. This plan details the tests to be performed to prove the system functionality, per the project requirements. This also lays out what needs to be completed while onsite, who is necessary for each phase, and contains sign-off sheets for completion of the test. Once the testing plan is signed off on by MBL, Avail will start the pilot test.

During Pilot, Avail Technologies will ensure that MBL has adequate onsite support throughout this process until you are comfortable with the day-to-day operations and real-time scenarios.

A formal test procedure will be done for the entire pilot set-up at the end of the Site Testing phase for each subsystem. MBL will be required to review, accept, and sign-off on this testing by your team before further vehicle installations occur.

1.1.5.1. Roles and Responsibilities for MBL

- Review and approve the Pilot Test Procedure
- Assure that the pilot vehicles are available for this test
- Assist with the final vehicle selection for the vehicles to be used during the pilot test
- Work with Avail to identify trainees and schedule the training classes
- Ensure that any problems noted are reported to Avail per the established process
- Witness the Pilot testing and provide final written approval of the pilot acceptance
- Take control of the vehicle equipment inventory
- Sign-off on delivery and keep equipment stored in a secure location.

1.1.6. Adoption

Adoption is phase II of the verification and acceptance testing. This is where the rest of your fleet will be outfitted with your new technology, acceptance tested, and placed into revenue service. This phase will include a review of the pre, post, and acceptance test process for all vehicles.

Upon arrival of the remaining equipment to MBL, Field Engineering will provide any updated vehicle installation documents to the installation team. A meeting will be held with both the installer and MBL that details the process for the installers and MBL. During this meeting, Avail will outline the necessary individuals at MBL and their level of involvement to achieve this installation.

Avail will work with MBL in advance of this delivery to decide on an installation schedule that ensures minimal disruption to daily operations, whether this involves installing during normal working hours, at night, on weekends, or a combination of these. Avail will provide all oversite and ensure consistent communications throughout the installations, working with MBL and the subcontractors to ensure coordination and a smooth installation process.

During this time, Avail will be working together with MBL. All vehicle installations include a pre-test inspection to ensure all equipment is working prior to installation, a post installation test to ensure all equipment is functioning, and a vehicle acceptance test to verify the new ITS equipment operates properly before returning to revenue service.

Avail will continue training key personnel on the system and new features included as part of the project. Training is critical to the success of the overall project, and it is critical that the time spent with MBL not only focuses on the new components of the project, but the existing technology as well. This ensures the integration between the new and existing technology is seamless.

Once all the equipment is installed, Avail will conduct our own testing to verify the installation is correct, prior to the commencement of system acceptance testing (SAT). All systems including vehicle systems, signs, and interfaces will be tested and approved by MBL. Avail is confident that you already understand how important this is to the successful deployment of your system and will have the proper staff assigned to support the effort.

Once all the system components are installed and tested the project will move into the final phase which is Systems Acceptance Testing. Please note that this final phase will not occur until Avail receives full sign-off from MBL.

1.1.6.1. Roles and Responsibilities for MBL

- Work with Avail to develop a schedule for installing the vehicles
- Provide access to the vehicles according to the schedule
- Provide a designated space for the installation of the vehicles
- Witness and sign Vehicle Acceptance Tests
- Provide feedback on any vehicle, or system performance issues noted

1.1.7. Systems Acceptance

Systems Acceptance Testing kicks off phase III for the dry run testing by our System Integration & Deployment team. This assessment test will be conducted to verify that MBL system operations

and requirements are fully vetted and verified. System monitoring and verification of components and features will be constant throughout the Adoption and SAT phases with the SAT test being proof of verification from weeks of testing and training. The results of this test will be thoroughly documented. They will be uploaded into SharePoint along with the updated requirements matrix and provided to MBL for final review and approval.

A Systems Acceptance Test procedure will be provided to MBL for review and approval, prior to testing. Once MBL signs off on the document, Avail will begin to thoroughly test all components of the system per the approved test procedures that align with the project requirements matrix. Once all systems testing has been successfully performed, and the demonstration of proficiency of the component satisfies the requirements of both the procedural document and MBL, the SAT will ensue and upon completion, MBL will have the ability to accept the completed system.

At this point, all new features have been deployed and are operating under full capacity and performing as provided within the scope of work. Avail will continue to monitor your system performance remotely from our State College, PA headquarters and will support your needs locally as needed to continue training reinforcement and support. During this operational test period (30-day Operational Burn-in Testing) Avail observes how the system functions, and supports your staff as needed to further guarantee your 100% successful implementation.

Any remaining issues that may surface in the Operational Burn-In Test phase are documented and addressed with an agreed resolution plan, just like any of the previous phases. Once this testing phase is completed, and all parties have agreed to resolutions of any final remaining actions (if they exist), we have reached the Final Systems Acceptance milestone for the project.

1.1.7.1. Roles and Responsibilities for MBL

- Review and approval of SAT testing documentation
- Witness the Systems Acceptance Testing
- Confirm results of assessment
- Sign off on Systems Acceptance Testing and final requirements matrix
- Upon award, Avail and MBL will agree upon a monthly support invoice value to cover hosting, cellular, and general support from the completion of the current contract through system acceptance

1.2. Training

With MBL being Avail's customer for the last 10 years, Avail Technologies understands MBL's operations, and as such, we have designed a comprehensive training program for the MBL team that will be reviewed and agreed upon with MBL. This training will be focused primarily on the upgraded system features and will leverage and build upon the work that has been ongoing.

With the comprehensive training plan that we are proposing, including a train-the-trainer program, MBL's on-the-job and myAvail ETMS product training will last throughout the lifetime of the project and past completion.

The MBL team will quickly become power users of the Avail system. We firmly believe that guided, experiential learning and continued consistent system exposure will benefit MBL to develop understanding, accuracy, and ultimately ease of use. For this reason, our training design is based upon the modern ADDIE Model and occurs succinctly with project phases to align pertinent information, authentic application, and, importantly, pragmatism for your staff. Our training courses are position-specific and deliberately target different learning modalities to ensure a successful system adoption, so all your team is comfortable and using the system to its fullest advantage.

Below are some highlights of the training plan we are proposing for MBL:

- Training for: computer-aided dispatch, onboard systems, desktop web application, service planning, scheduling, system administration, reporting, and maintenance.
- As mentioned in the project team section, we are providing an experienced trainer to give MBL the appropriate support for your training needs, coordinated with your FAST™ services engineer.
- We will provide MBL with Standard Operating Procedures, so they have documentation for new/current employees.
- Our train-the-trainer program will provide MBL with the tools to perform refresher training within the agency.
- Our documentation lead will be on your training team to ensure you have comprehensive training plans
- "Just in time" training will focus on phasing the training, so it's timed appropriately in between installations
- Avail will provide MBL with a GAP analysis and Enhanced Training Plan

1.2.1. Gap Analysis

As part of the training plan, we will conduct a Gap Analysis to assess your training needs. This gap analysis will consist of five phases including department base assessment, department assessment review and training plan, training schedule, department assessment, certification and retention of knowledge, and completion and ongoing training (post upgrade). These phases are vital to determine strengths and weaknesses with the system and the perception of the functionality of the system. Below we have included a graphic that demonstrates the goals of the gap analysis for MBL.



1.2.2. Refresher Training

Through our training program, it is our primary goal to establish power users of the myAvail system for MBL. That is why MBL will have access to their trainer throughout all the phases of the upgrade and beyond completion. Our staff is committed to not only providing you with the expected training during the upgrade, but throughout your long-term support. You will need refresher training on the system, and we will provide it. In addition, if you have new employees that will need training, we will provide the support required to train them. Also, Avail will provide extensive train-the-trainer classes so that MBL can develop an in-house training plan. This approach will allow MBL to establish power users of the system so that MBL can train new staff and perform refresher training as needed.

1.2.3. Training Plans

The customized training plan we will create for MBL will have reviews by your staff to fully meet your objectives. Avail's training team will come on-site and reacquaint ourselves with the day-to-day operations of MBL. While many processes have stayed the same over the last several years, our team will want to make sure that we are sitting down with the entire MBL organization to gain an updated and complete understanding of how processes occur each day. With this level of detail, we can better identify and support where the needs will be moving forward with the upgrade and its naturally embedded changes in practice.

Avail will produce a training plan, training matrix, and training roster that will be used to provide, schedule, and track training to MBL's staff over the course of the upgrade and beyond. The training plan outlines the prerequisites, courses, features, descriptions, responsible individuals, time dedicated to training, type of training (hands-on, classroom, webinar, etc.) and goals of each course to ensure a successful training program.

MBL staff will have an agenda breakdown of each session they will be attending based on their position (role). Along with user guides which give full description/functionality of the myAvail features, each student will also be given quick reference guides to help walk them through the

step-by-step process of the features they will be using. For each of the training sessions, the students are given a note-taking guide which pulls out key information and the why behind the feature.

At the end of the session, the trainer will lead a quiz to make sure all information was obtained. The training matrix tool maps roles to actual software modules and SOPs. The matrix shows exactly what training courses each person needs to take, when they need to have them completed, and what the status is.

The training roster, which will receive sign-off from MBL, is a list of all employees who will be interacting with the myAvail ITS. This roster will define the role of each individual, any additional roles they may do or assist others with, and the level of proficiency needed to use the system in their role. For example, if the primary role is in operations planning, then they would need to be a "power user" for the software modules and processes related to that role.

However, a person who may be called in to help with scheduling during a crunch may only need to be a "general user". This roster is a living document that will be maintained for the duration of our partnership with MBL. The use of the roster will always give the organization insight as to which individual is trained for which role, and at what level of proficiency. This will allow MBL to make informed training decisions, for each role, based on the training effort to get there.

1.2.4. Timing of Training

To meet the need of having staff such as dispatchers and operators trained ahead of time so they can assist during testing, Avail will provide ***just-in-time*** training to MBL. As previously mentioned, your customized training plan is organized by each implementation phase. For MBL, we will time your training with your installations. This will provide employees with the knowledge necessary to assist others who are learning the system at a later stage in the implementation process. Also, through refresher training, the availability of the assigned trainers, the questions that arise once MBL has used the system for a period of time will be answered and addressed.

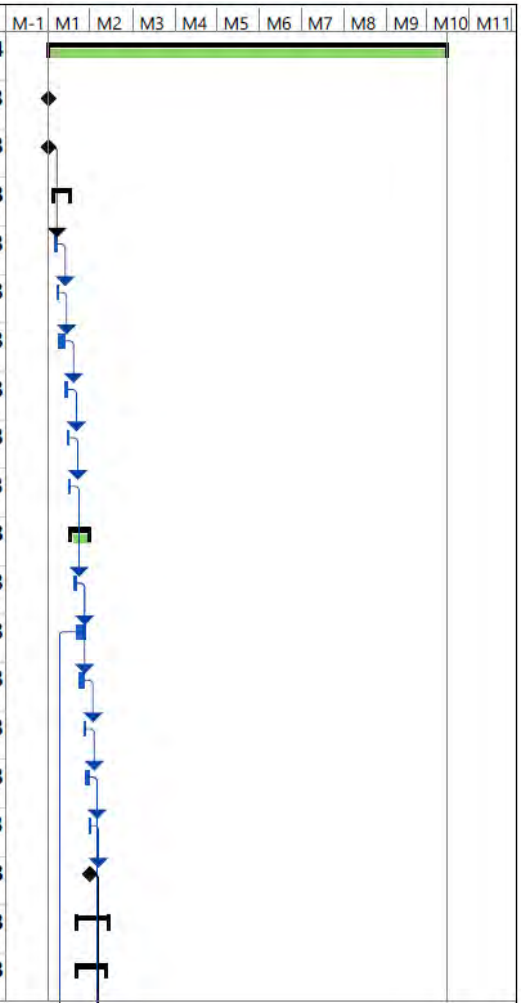
1.2.5. Training Feedback

Having feedback from MBL is essential in improving the training curriculum and making changes to the training plan. Avail Technologies encourages all our customers to provide feedback on our on-site visits, and our training program is no different. At the end of each training session, students are given a scorecard and the opportunity to candidly address what they did and did not like with the session. In addition, they can indicate any changes they would like to see, such as a more hands-on approach, live scenarios, etc.

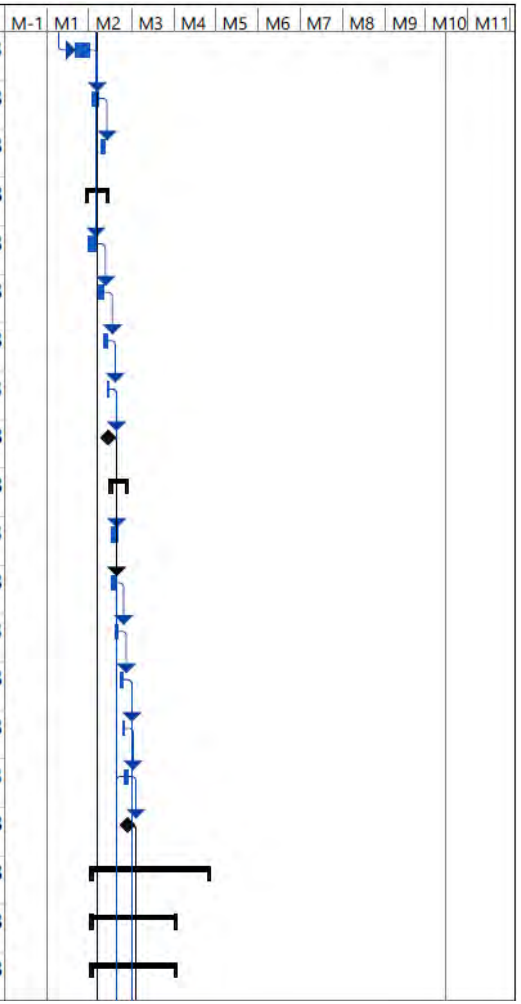
1.3. Schedule

The following pages include a preliminary project schedule for Montebello Bus Lines' CAD/AVL System. We have captured all major project milestones and outlined the major project phases described above. During the Planning phase of the project, the project schedule will be further detailed and reviewed with the MBL team to provide a detailed work plan and roadmap for successful implementation of the project.

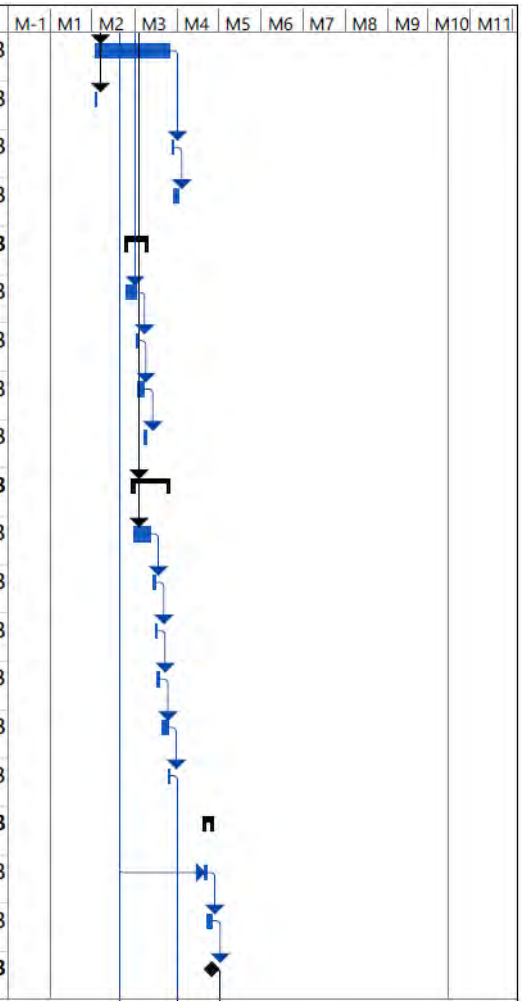
ID	Task Name	Duration	Start	Finish
1	**Project Tasks**	**207 days**	**Thu 6/1/23**	**Fri 3/15/24**
2	**Job Start**	**0 days**	**Thu 6/1/23**	**Thu 6/1/23**
3	Receive Notice to Proceed (NTP)	0 days	Thu 6/1/23	Thu 6/1/23
4	**Project Planning**	**10 days**	**Mon 6/5/23**	**Fri 6/16/23**
5	Review System Implementation Plan	2 days	Mon 6/5/23	Tue 6/6/23
6	Kickoff Meeting	1 day	Wed 6/7/23	Wed 6/7/23
7	Create initial project schedule & Implementation plan	3 days	Thu 6/8/23	Mon 6/12/23
8	Develop Scope statement & Project Plan, Peer Review	2 days	Tue 6/13/23	Wed 6/14/23
9	Formal Project Plan Approval	1 day	Thu 6/15/23	Thu 6/15/23
10	Update plan materials following formal review, create baselines	1 day	Fri 6/16/23	Fri 6/16/23
11	**Discovery and Requirements Review (RR)**	**10 days**	**Fri 6/16/23**	**Fri 6/30/23**
12	Discover and RR Internal Prep	2 days	Mon 6/19/23	Tue 6/20/23
13	Onsite Discovery and RR Meeting	5 days	Wed 6/21/23	Tue 6/27/23
14	Review & Map specification to Test Phases	2 days	Fri 6/23/23	Mon 6/26/23
15	RR finalized and baselined for project	1 day	Tue 6/27/23	Tue 6/27/23
16	Finalize & Submit approved project schedule	2 days	Wed 6/28/23	Thu 6/29/23
17	Update Planning and Documentation	1 day	Fri 6/30/23	Fri 6/30/23
18	**Discovery Complete**	**0 days**	**Fri 6/30/23**	**Fri 6/30/23**
19	**Preliminary Configuration and Design**	**18 days**	**Wed 6/21/23**	**Fri 7/14/23**
20	**Vehicle Design & Documentation**	**16 days**	**Wed 6/21/23**	**Wed 7/12/23**



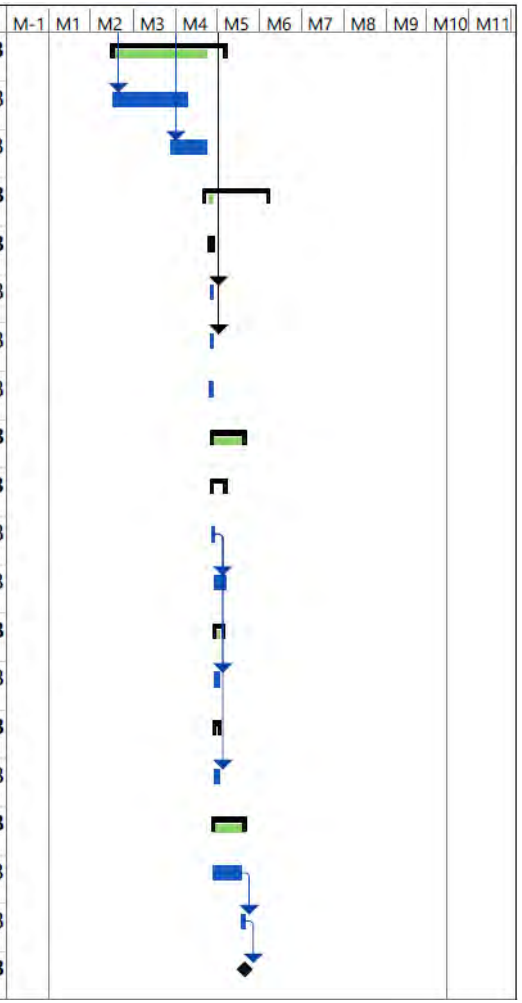
ID	Task Name	Duration	Start	Finish
21	Onsite Vehicle & Site Surveys	8 days	Wed 6/21/23	Fri 6/30/23
22	Vehicle documentation	5 days	Mon 7/3/23	Fri 7/7/23
23	Internal Design Peer Review	3 days	Mon 7/10/23	Wed 7/12/23
24	**Fixed End System Design and Documentation**	**11 days**	**Fri 6/30/23**	**Fri 7/14/23**
25	Create System Design documentation	5 days	Fri 6/30/23	Thu 7/6/23
26	Internal Design Peer Review	3 days	Fri 7/7/23	Tue 7/11/23
27	Update Design materials	2 days	Wed 7/12/23	Thu 7/13/23
28	Preliminary Design Submittal	1 day	Fri 7/14/23	Fri 7/14/23
29	**Preliminary Configuration Review Complete**	**0 days**	**Fri 7/14/23**	**Fri 7/14/23**
30	**Final Design Review and Signoff**	**10 days**	**Mon 7/17/23**	**Fri 7/28/23**
31	Customer Onsite Preliminary Design Review	5 days	Mon 7/17/23	Fri 7/21/23
32	Create Final System Design documentation	3 days	Mon 7/17/23	Wed 7/19/23
33	Final Internal Design Peer Review	2 days	Thu 7/20/23	Fri 7/21/23
34	Revise and Finalize Design Documentation	2 days	Mon 7/24/23	Tue 7/25/23
35	Final Design Submittal	1 day	Wed 7/26/23	Wed 7/26/23
36	Finalize Equipment Purchases	2 days	Thu 7/27/23	Fri 7/28/23
37	**Final Configuration Review Complete**	**0 days**	**Fri 7/28/23**	**Fri 7/28/23**
38	**Integration Assessment**	**61 days**	**Mon 7/3/23**	**Mon 9/25/23**
39	**System Setup & Configuration**	**45 days**	**Mon 7/3/23**	**Fri 9/1/23**
40	**Schedule Data**	**45 days**	**Mon 7/3/23**	**Fri 9/1/23**



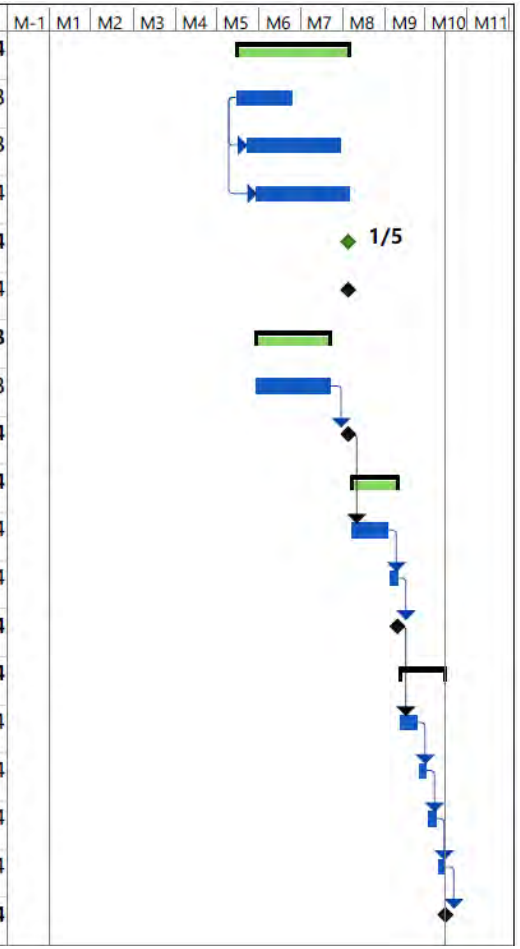
ID	Task Name	Duration	Start	Finish
41	Schedule Development	8 wks	Mon 7/3/23	Fri 8/25/23
42	Receive Schedule Data Export	1 day	Mon 7/3/23	Mon 7/3/23
43	Import Schedule Date	1 day	Mon 8/28/23	Mon 8/28/23
44	Validate Schedule Data	4 days	Tue 8/29/23	Fri 9/1/23
45	**Central System Setup**	**11 days**	**Wed 7/26/23**	**Wed 8/9/23**
46	Install & configure Internal test enviroment	5 days	Wed 7/26/23	Tue 8/1/23
47	Deliver system configuration & branding sheet to Upgrade team	1 day	Wed 8/2/23	Wed 8/2/23
48	Create customer production enviroment	3 days	Thu 8/3/23	Mon 8/7/23
49	Central Systems Installations	2 days	Tue 8/8/23	Wed 8/9/23
50	**Integration Assessment**	**20 days**	**Mon 7/31/23**	**Fri 8/25/23**
51	Create Factory Assessment Test (FAT) Procedures	10 days	Mon 7/31/23	Fri 8/11/23
52	Submit FAT Procedures for review	2 days	Mon 8/14/23	Tue 8/15/23
53	Finalize FAT Test Procedures	1 day	Wed 8/16/23	Wed 8/16/23
54	Integration Assessment Dry Run	2 days	Thu 8/17/23	Fri 8/18/23
55	FAT Testing Onsite	4 days	Mon 8/21/23	Thu 8/24/23
56	FAT Results and Approval	1 day	Fri 8/25/23	Fri 8/25/23
57	**First Article (Pilot) Material Deployment**	**3 days**	**Thu 9/21/23**	**Mon 9/25/23**
58	Confirm Receipt of Equipment	1 day	Thu 9/21/23	Thu 9/21/23
59	Test and Validate First Article	2 days	Fri 9/22/23	Mon 9/25/23
60	**Integration Assessment Complete**	**0 days**	**Mon 9/25/23**	**Mon 9/25/23**



ID	Task Name	Duration	Start	Finish
61	**Training**	**60 days**	**Mon 7/17/23**	**Fri 10/6/23**
62	Develop Training Plan and Documentation	40 days	Mon 7/17/23	Fri 9/8/23
63	MyAvail System Demo and Initital Training	20 days	Mon 8/28/23	Fri 9/22/23
64	**Site Testing**	**32 days**	**Fri 9/22/23**	**Mon 11/6/23**
65	**Pilot test preparations**	**3 days**	**Mon 9/25/23**	**Wed 9/27/23**
66	Update Documentation Based on FAT Results	2 days	Tue 9/26/23	Wed 9/27/23
67	Create Pilot Test Procedures	2 days	Tue 9/26/23	Wed 9/27/23
68	Pack & Ship Pilot Equipment	3 days	Mon 9/25/23	Wed 9/27/23
69	**Pilot Onsite**	**18 days**	**Wed 9/27/23**	**Fri 10/20/23**
70	**Vehicle & System Installations**	**8 days**	**Wed 9/27/23**	**Fri 10/6/23**
71	First Article Installation	2 days	Wed 9/27/23	Thu 9/28/23
72	Pilot Vehicles Installations	6 days	Fri 9/29/23	Fri 10/6/23
73	**Training**	**5 days**	**Fri 9/29/23**	**Thu 10/5/23**
74	Pilot Training	2 days	Fri 9/29/23	Mon 10/2/23
75	**Schedule Data**	**2 days**	**Fri 9/29/23**	**Mon 10/2/23**
76	Onsite Pilot Route Schedule Data Validation	2 days	Fri 9/29/23	Mon 10/2/23
77	**Pilot Testing**	**17 days**	**Thu 9/28/23**	**Fri 10/20/23**
78	Monitor Status of Pilot Performance	14 days	Thu 9/28/23	Tue 10/17/23
79	Update Vehicle Documentation following Pilot	3 days	Wed 10/18/23	Fri 10/20/23
80	**Pilot Approval and Testing Complete**	**0 days**	**Fri 10/20/23**	**Fri 10/20/23**



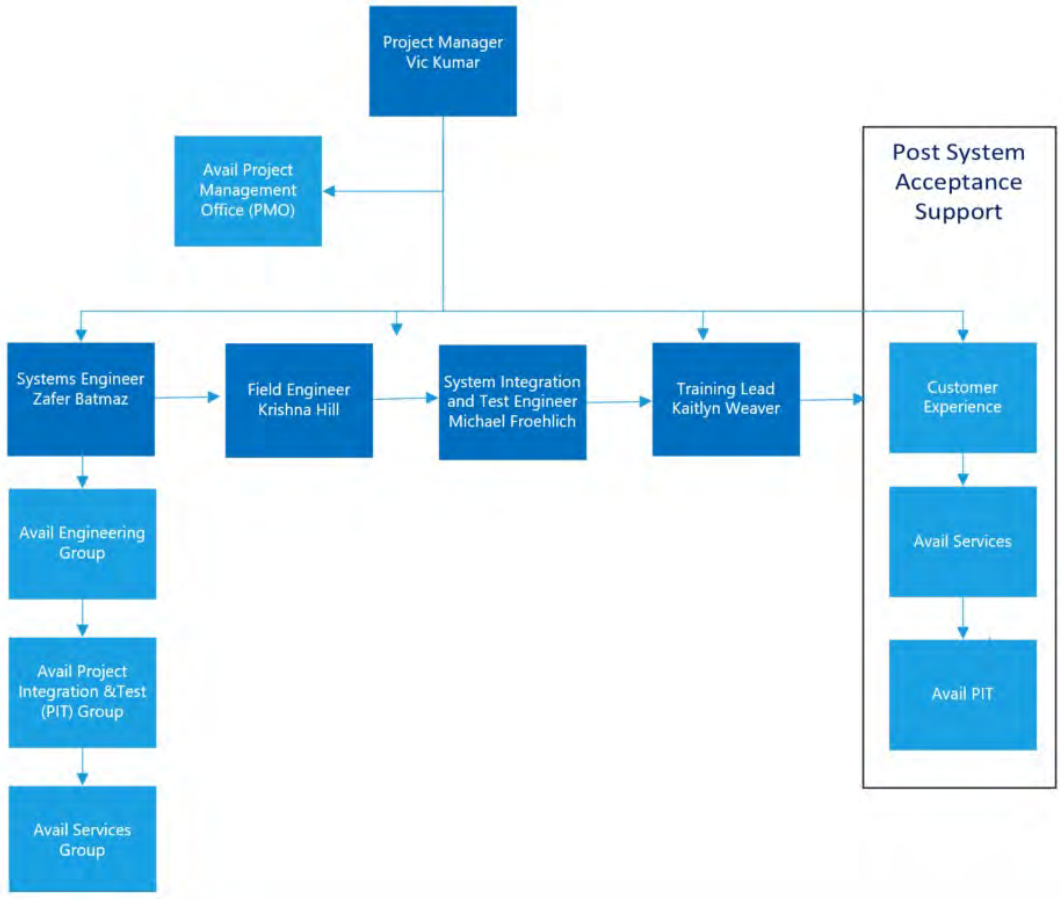
ID	Task Name	Duration	Start	Finish
81	**Adoption**	**60 days**	**Mon 10/16/23**	**Fri 1/5/24**
82	Pack & Ship Fleet Install Equipment (In Stages)	30 days	Mon 10/16/23	Fri 11/24/23
83	Fleet Installations	10 wks	Mon 10/23/23	Fri 12/29/23
84	Fleetwide Analysis Validation and Approval	10 wks	Mon 10/30/23	Fri 1/5/24
85	**Passenger Information**	**0 days**	**Fri 1/5/24**	**Fri 1/5/24**
86	Final Cutover	0 days	Fri 1/5/24	Fri 1/5/24
87	**Training**	**40 days**	**Mon 10/30/23**	**Fri 12/22/23**
88	Adoption Training (Periodic Throughout Adoption)	8 wks	Mon 10/30/23	Fri 12/22/23
89	**Adoption Complete**	**0 days**	**Fri 1/5/24**	**Fri 1/5/24**
90	**Secondary Assessment (SAT) and Burn In**	**25 days**	**Mon 1/8/24**	**Fri 2/9/24**
91	Perform SAT Testing	4 wks	Mon 1/8/24	Fri 2/2/24
92	Document & Approve SAT	5 days	Mon 2/5/24	Fri 2/9/24
93	**Secondary Assessment and Burn In Complete**	**0 days**	**Fri 2/9/24**	**Fri 2/9/24**
94	**Operational Assessment/Project Closure**	**25 days**	**Mon 2/12/24**	**Fri 3/15/24**
95	Closeout and Finalize all Documentation	10 days	Mon 2/12/24	Fri 2/23/24
96	Transition Project into Customer Support	5 days	Mon 2/26/24	Fri 3/1/24
97	Final Survey of Project Deliverables	5 days	Mon 3/4/24	Fri 3/8/24
98	Proof of Delivery & Acceptance Req and Deliverables	5 days	Mon 3/11/24	Fri 3/15/24
99	**Final System Acceptance**	**0 days**	**Fri 3/15/24**	**Fri 3/15/24**



2. Proposed Project Team

In this section of our proposal, we will outline the primary project team, their level of involvement, their experience and expertise on similar implementations, and how with the help of our supporting departments, Avail will deploy a successful project for City of Montebello.

The primary project team we have outlined in the graphic below, was strategically chosen based on their technical skills, experience implementing CAD/AVL projects of similar scope/nature to that being requested, and their availability. In addition, each project team member was selected based on their current workload to ensure they are committed to carrying out your project through our proven project implementation processes. They will be readily available throughout their respective responsibilities on this project and their knowledge, experience, and training on Intelligent Transportation System (ITS) deployments is one that is unrivaled.



Project organizational chart

The following subsections will review each of the team members that will be part of your project team, what their position entails, and the professional experience they will be bringing to this project.

2.1. Key Project Team

Project Manager, Vic Kumar oversees all contract obligations and milestones; he is your primary contact for day-to-day operations both on site and at Avail headquarters. He manages and addresses any challenges or risks that occur during the project and completes all project activities on time and within budget, at the highest quality. He manages the project resources, subcontractors, project schedule, budget, and customer satisfaction. He is present for monthly meetings, design reviews, on-site testing, and other key activities for the project. Neal has complete authority and autonomy to make decisions in the field.

Systems Engineer, Zafer Batmaz focuses on making sure the system functions as needed to meet the vision. He determines the most effective and efficient ways to manage the data conversion process, designs and oversees third-party interfaces, and ensures the system architecture will meet all stated requirements. He leads the technical solution for the project and makes sure all system requirements are fulfilled, and manages and coordinates systems integration, testing, and deployment. He is also responsible for all final documentation for the system, including diagrams and design documents for all software.

Field Engineer, Krishna Hill is responsible for all aspects of fleet installations including fleet surveys, wiring schematics, installation manuals, form fit, pilot install, coordination of fleet rollout, and management of the installation team. He documents hardware locations and configurations within the fleet and locates in-vehicle equipment to facilitate ease of use and maintenance.

System Integration & Test Engineer (SIT), Michael Froehlich is responsible for thoroughly understanding what is needed by the systems engineers (who represent Avail's customers) by assessing the requirements and design documents as well as having detailed discussions with each group about the customers physical site, operational scenarios, and overall expectations. They will complete all testing on developed interfaces and systems, as well as perform configuration and setup prior to release for on-site testing.

Training Lead, Kaitlyn Weaver is responsible for all training tasks including in-person classroom, one-on-ones, and mentoring. She develops all training plans and materials and is responsible for the execution of all training tasks including in-person classroom, hands on and one-on-one training, training assessment, and mentoring. The training team, which includes not only your assigned project trainer but other supporting staff, brings both a vast knowledge of the transit industry and extensive experience in training our customer base.

2.2. Supporting Staff

The **Services Team** specializes in data entry and data imports. They will support the system engineer in the entry of data into the system and testing third-party interfaces to ensure the information produced is of the highest quality and meets the project design expectations.

Customer Support is the first line of defense for answering your questions and concerns with the system as your team begins to use it and questions arise. The support team is responsible for evaluating reported issues and providing timely responses. In addition, customer support will use documentation specific to City of Montebello's setup and configurations, and expertise from the project team, to resolve challenges that your organization may face, including coordinating additional training and general system troubleshooting.

2.3. Security Practices

Avail Technologies takes cyber security very seriously. Avail has partnered with Microsoft Azure as a leading provider of hosting services for both private and public software solutions to provide security standards in line with industry norms. This focus on security includes disaster recovery, the use of Azure Active Directory for authorization and database encryption both in storage and transmittal. Avail Technologies is in the process of obtaining full SOC II certification which demonstrates our capabilities and commitment to security practices. Please see Section 4.1 for more information regarding our IT security practices.

2.4. Subcontractors

2.4.1. Anderson Technical Solutions, LLC

Anderson Technical Solutions, LLC (ATS) specializes in a wide range of technology installations including fixed and mobile surveillance systems, Transit information systems, digital signage, commercial communication systems, low voltage, commercial electrical work, wired and wireless networking, access control, and fiber optics installation. It has a team of 19 contractors and is in the process of onboarding a few more.

2.4.2. MessagePoint Media

MessagePoint Media designs digital signage solutions with a 21st century model of mass-customization combined with a managed services model that incorporates hardware, content management, and platform support to meet any requirement. We make custom designed solutions, tailored, and scaled to our customer's needs at a "disruptive" price-point when compared with our competitors. MessagePoint makes this possible by leveraging commercially available, off-the-shelf modular technology, sub-components, software, and open development framework integration.

MessagePoint Media has been providing digital signage solutions for mass transit since 2016. Based on our successes with municipal applications for the City of Birmingham, MPM was invited to respond and awarded a contract to provide indoor and outdoor bay displays for a new multi-modal center for Birmingham-Jefferson County Transit Authority. Following this successful implementation, MPM gained the attention of industry data partners and has continued to expand both in terms of hardware and software functionality tailored to the transit space. Through half a decade of steady growth, public transportation signage solutions now represent our largest market with nearly 100 unique screen variants tailored to use-cases from large transfer centers to far-flung off grid stops.

2.4.3. Ubisense

Avail will work with Ubisense to provide the Yard Management solution required in the RFP. Ubisense is an end-to-end provider of location intelligence solutions across large scale, multi-site, public transit, manufacturing, and logistics industries. Recognized by Gartner as a leader in the "Location intelligence" space, Ubisense provides solutions to address three broad areas of value for users:

1. The ability to quickly locate assets, eliminating wasted search time.
2. The ability to accurately monitor the movement and control flow of assets throughout the facility.
3. The ability to identify process issues before, or as they occur, providing real time information to rebalance operations and stay on schedule.

Ubisense has been deploying location enabled solutions in large scale, operation critical environments for more than twenty years, focusing solely on location solutions across numerous industries. Additional information can be found in Ubisense's proposal in the Appendix.

2.5. Resumes

Avail has included resumes for our proposed project team on the following pages.

Vic Kumar | Project Manager

(Confidential)



WORK EXPERIENCE

Senior Program Manager/Systems Engineer, Avail Technologies, State College, PA (June 2022-present)

Senior Systems Engineer, Avail Technologies, State College, PA (Aug 2019-May 2022)

Program Manager, Enghouse Transportation, Toronto, ON (Aug 2011-Jul 2019)

Project Manager New Jersey Transit, Newark, NJ (Oct 1997-Jul 2011)

KEY PROJECTS

-Greater Peoria Mass Transit (Peoria, IL)
-NTS (Norwalk, CA)
-The Bus (Athens, GA)
- Votran (Volusia County, FL)

INTEGRATIONS

- Routmatch paratranit software
- Trapeze Pass and FX
- Remix
- InfoDev APC systems
- GFI Odyssey fareboxes
- Cubic fareboces
- Seon video
- MessagePoint Media, Sunrise, and Luminator signage

EDUCATION

PMP Certifaction 2019

Professinal Project Management Certification, Rutgers University, 2011

B.S. in Business Management, Rutgers University, 2006

Vic Kumar is an innovative, results oriented and hands-on systems engineer with 25 years of public transit experience with an emphasis on project and product management. Mr. Kumar has a long history of successfully managing mission-critical projects. With a strong background in public transit, Vic brings tremendous value to every project he works on.

As a systems engineer, Mr. Kumar works with our customers from project initiation to completion. His responsibilities include leading the systems integration efforts by gathering detailed notes on the customer's operational needs, creating design documents, and turning customer and contract requirements into test procedures. He configures ITS systems based on customer specifications, prepares and runs the lab environment for the factory acceptance test, and tests the ITS system in the field during both the pilot test and system acceptance test. Most recently, Vic served as the systems engineer for both the Peoria Mass Transit ITS project and the Norwalk Transit System ITS project; he created the systems implementation plan (SIP) and ensured all technical requirements were met and finalized.

Sr. Systems Engineer, Avail Technologies, Inc., State College, PA

- Collaborates with the project manager to create the project plan and schedule
- Works with the project manager to lead the technical requirements review process to establish a baseline for major milestone and deliverables
- Ensures all technical requirements are met; finalizes the requirements matrix that will be used as the technical roadmap for the project
- Creates the SIP that outlines the roles and responsibilities for the implementation for both the agency and Avail
- Updates the SIP to reflect finished tasks and those that need to be completed

Zafer Batmaz | Systems Engineer
(Confidential)



WORK EXPERIENCE

Systems Engineer, Avail Technologies Inc., State College, PA (June 2022-present)

FAST™ Professional Services Engineer, Avail Technologies Inc., State College, PA (Apr 2017-Jun 2022)

IT Systems Coordinator, Park City Municipal Corporation, Park City, UT (May 2006-May 2017)

KEY PROJECTS

-Foothill Transit (West Covina, CA)
-Park City Transit (Park City, UT)
-Antelope Valley Transit Authority (Lancaster, CA)
-Montebello Bus Lines (Montebello, CA)
-Norwalk Transit System (Norwalk, CA)
-SunLine Transit (Thousand Palms, CA)
-Minnesota Valley Transit Authority (Burnsville, MN)
-Intercity Transit (Olympia, WA)

EDUCATION

A.S., Aviation Science, Salt Lake Community College, Salt Lake City, UT

A.S., Tourism & Hotel Management, Antalya Akdeniz University, Antalya, Turkey

Mr. Batmaz started his career with Avail Technologies in 2017, bringing with him over 10 years of intelligent transportation systems experience. As a systems engineer, Mr. Batmaz leads projects from inception to completion. His role, guided by senior engineers, is to direct the systems integration efforts; he details the customer's operational needs, creates design documents, and turns customer and contractual requirements into test procedures. He configures the ITS system based on customer specifications, prepares and runs the lab environment where the factory acceptance test takes place, and tests the ITS system in the field during both the pilot test and system acceptance test. He has extensive experience with the Avail system as a user and implementation planner with Park City Transit. In his previous role as a FAST™ Professional Services Engineer, Mr. Batmaz worked intensively with Foothill Transit, overseeing installations, performing troubleshooting, training guidance, testing, assisting in planning, and assistance in adoption,.

Mr. Batmaz recently worked on a project with Antelope Valley Transportation Authority focusing on automatic passenger counter software/hardware verification, maintenance, and training in best practices for maintaining a healthy system. He also assisted Montebello and Park City Transit with successful technology planning for cellular 4G upgrades.

Systems Engineer, Avail Technologies, Inc., State College, PA

- Collaborates with the project manager to create the project plan and schedule
- Works with the project manager to lead the technical requirements review process to establish a baseline for major milestone and deliverables.
- Ensures all technical requirements are met and finalizes the requirements matrix that will be used as the technical roadmap for the project.
- Creates the implementation SIP that outlines the roles and responsibilities of both Avail and the transit agency.

Krishna Hill | Field Engineer
(Confidential)



WORK EXPERIENCE

Field Engineer, Avail Technologies Inc., State College, PA (xx-present)

Electrical Technician, Transdev, Sunland, CA (Jan 2018- Nov 2018)

Field Supervisor/Installation Tecnician, Elite Professionals, LLC, Davie, FL (Jan 2014 - Jan 2018)

KEY PROJECTS

- Link Transit (Wenatchee, WA)
- Foothill Transit (West Covina, CA)
- NTS (Norwalk, CA)
- MAX (Modesto, CA)
- SunLine Transit (Riverside County, CA)
- Antelope Valley Transit Authority (Los Angeles, CA)

INTEGRATIONS

- Apollo camera system
- Seon Video
- Infodev APC systems
- Genfare Fareboxes
- Cubic Fareboxes
- Sierra Wireless Gateway Router
- Harris and Tait Radios
- Luminator Signage
- TMX
- Remix
- Google Transit
- NextBus
- TransTrack

EDUCATION

Certificate, Electronics Communications, Los Angeles Trade, Tech College, Los Angeles, CA

Mr. Hill gained much of his experience as a third-party installer managing installations in Wichita, KS, Youngstown, OH, Ithaca, NY, and Harrisonburg, VA; and overseeing maintenance of the Avail system at Foothill Transit as a Transdev employee.

Now, Mr. Hill provides his expertise as an Avail employee centralized along the West Coast, ensuring active support for new and existing customers. He has worked with Avail project teams and customers to successfully provide installation & maintenance of equipment, including but not limited to APCs, CAD/AVL, GPS, Camera and Integrated System, repairs for vehicle fleets, diagnosis and repair of coach electronic revenue collection equipment, and scheduled fleet maintenance coordination.

Mr. Hill has most recently supervised installations at Link Transit in Wenatchee, WA, Foothill Transit in West Covina, CA, SunLine Transit in Riverside County, CA, and Antelope Valley Transit Authority in Los Angeles, CA. As the Field Engineer on these projects, Mr. Hill was responsible for all aspects of fleet installations including, fleet surveys, wiring schematics, install manuals, form fit, pilot install, coordination of fleet roll out, and management of the installation team. Krishna was also responsible for thorough documentation of all hardware locations and configurations within the fleet. He also ensured location of in vehicle equipment to facilitate ease of use and maintenance.

Field Engineer, Avail Technologies, Inc. State College, PA

- Responsible for pre-installation evaluations of vehicles to determine equipment placement and wire interfaces
- Works onsite with transit agency maintenance staff to perform a final survey of each vehicle for initial configuration.
- Creating vehicle installation manuals
- Determining materials needed to perform vehicle installations
- Installing AVL systems in vehicles
- Providing training to contracted installers (where applicable)
- Providing maintenance training to designated maintenance staff after vehicle installation completion.



Michael Froehlich | System Integration and Test Engineer

(Confidential)

WORK EXPERIENCE

Systems Deployment Engineer I, Avail Technologies, State College, PA (2018-present)

QA Intern, Bureau of Information Systems, NJDEP, Trenton, NJ (2017-2018)

KEY PROJECTS

- Minnesota Valley Transit Authority (Burnsville, MN)
- Greater Peoria Mass Transit (Peoria, IL)
- Yosemite National Park (CA)

EDUCATION

Bachelor of Science in Electronics & Computer Engineering Technology, Pennsylvani's College of Technology, Williamsport, PA

Michael is a detail-oriented and task-driven engineer with experience in system troubleshooting, new hardware integration, and task automation. He manages configuration, testing, and deployment of fixed end and in-vehicle builds. With a goal of improving project efficiency, he created a number of custom SQL queries, PowerShell scripts, and PRTG sensors to successfully monitor deployments and eliminate potential issues before they can become an obstacle for the project team or customer.

Michael has experience tracking and troubleshooting issues involving large and varied datasets from multiple sources including SQL, Wireshark, and Fiddler as well as several in-house data gathering tools. As part of the team working on new deployments, Michael assists in the execution of factory acceptance tests, pilot tests, and system acceptance tests including the setup and configuration of test equipment included in the system, and completes the dry run with the project systems engineer.

Systems Deployment Engineer I, Avail Technologies, Inc., State College, PA

- Support the deployment, integration, and testing of systems to customer sites.
- Under the direction of the systems engineer, develops lab testing including staging equipment, building hardware/software interfaces, and configuration of computers and third-party devices for interoperability.
- Performs testing as directed by the technical lead including troubleshooting failures; follows and maintains test procedures and status reports.
- Executes engineering validation tests (both manual and automated)

Kaitlyn Weaver | Training Lead

(Confidential)



WORK EXPERIENCE

Training and Development Specialist, Avail Technologies Inc., State College, PA (July 2018-present)
Sales Specialist, Avail Technologies Inc., State College, PA (July 2016-July 2018)

KEY PROJECTS

- Centre Area Transportation Authority
- Santa Rosa Transit
- Grand Rapids Transit
- Foothill Transit
- PennDOT statewide fixed route procurement

EDUCATION

Bachelor of Science, Communications, Minor in Entrepreneurship, Millersville University, Millersville, PA

Kaitlyn Weaver joined the Avail team in 2016 as a sales specialist, supporting the sales manager to implement a strategy that achieved company bookings and revenue targets. She has supported contract wins at Athens Transit, Minnesota Valley Transit, IndyGo Transit, Manatee Transit, and the Pennsylvania Department of Transportation statewide fixed route procurement. She has been instrumental in upgrading the Avail demo environment to a cloud-based system to better facilitate on-the-road demos and training.

Ms. Weaver expanded her partnerships with customers by transitioning into a training and development specialist role in 2018. She has extensive knowledge of our products and excellent customer relations experience. In her training and development role, Ms. Weaver maintains customer engagement and satisfaction through technology planning support and training. She has supported training efforts for PennDOT, Centre Area Transportation Authority (CATA), Santa Rosa Transit, Grand Rapids Transit, and Foothill Transit.

A graduate of the University of Millersville, Ms. Weaver applied her communication and entrepreneurship studies to design and deliver in-house training material about the history of Avail and its products to new hires as part of Avail Academy. Now, she continues to use these skills to create external training material for our customers.

Training and Development Specialist, Avail Technologies, Inc., State College, PA

- Develops the preliminary training matrix, formal training plan, and other training materials, reviews training plan with transit agencies for approval.
- Is responsible for the execution of all training tasks including in-person classroom, hands on, one-on-one training, assessments, and mentoring.
- Coordinates with transit agency key stakeholders for the best method to train staff (classroom, hands-on, webinars, documentation, etc.).
- Provides vast knowledge of the CAD/AVL system and extensive experience in training our customer base on the use of these systems.

3. Qualifications and Experience

3.1. Company Background

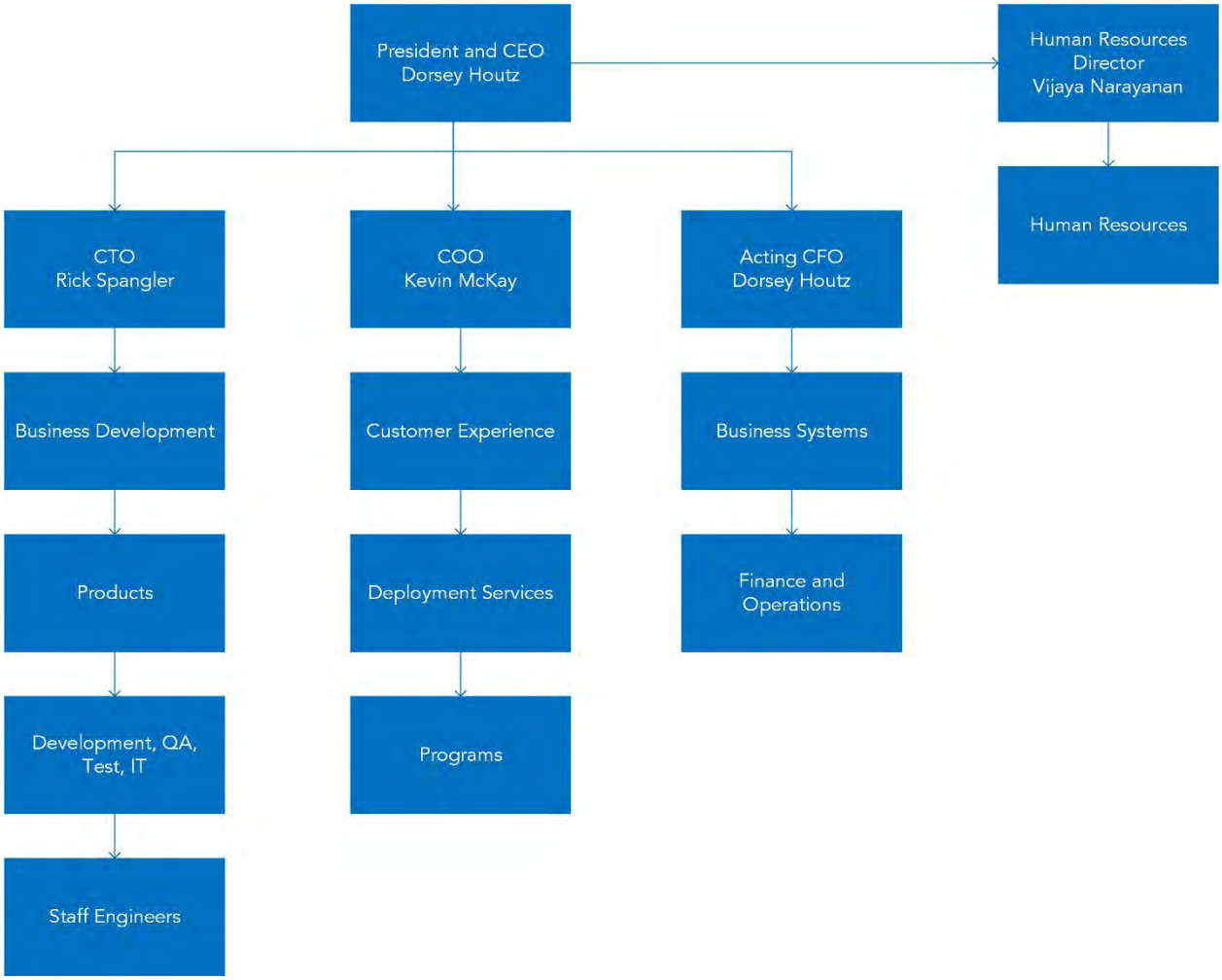
Avail Technologies opened our doors on January 1, 1999. From day one, we have diligently worked with our customers and staff to become the most innovative and forward-thinking company for intelligent transportation systems (ITS). Our solutions for the public transit industry stem from over two decades of working in a collaborative partnership with our customers, which has led to their success and, ultimately, ours. Our mission is to retain customers for life by providing value through a balanced offering of superior products and services.

Headquartered in State College, Pennsylvania, and led by a CEO who has been in the transit industry since 1991, Avail Technologies, Inc. is the pioneer of CAD/AVL. Some of our engineers, including our Chief Executive Officer, Dorsey Houtz; our Chief Technology Officer, Rick Spangler; and our Chief Operating Officer Kevin McKay, were the original developers who brought ITS technology to fruition.

Our staff has worked with virtually every technology provider in the industry to provide custom interfaces and seamless integration with our ITS and their equipment. When Avail first started, our primary focus was providing computer aided dispatching and automated vehicle location systems (CAD/AVL), with back-office decision support systems for fixed route operations. Since then, Avail has developed the industry's first fully integrated and automated suite of software and hardware products to address all facets of transit operations, known as myAvail.

Recognizing the need for passengers to have access to real-time information about the transit service, we developed the myStop® app. This product reflects our commitment to providing reliable, timely information to public transit riders.

The graphic below shows our current corporate organization chart. The positions on this chart are held by exceptional and knowledgeable people with long histories in the transit industry. Our project teams and their capabilities are unrivaled in this industry. This proposal illustrates both our project team (Section 2) and the executional steps they will take for your CAD/AVL project implementation plan (Section 1).



Avail organizational chart

3.1.1. Capabilities and Recent Experience

As the longest standing provider of full featured CAD/AVL systems in the U.S., we have the capabilities and experience necessary to provide an integrated solution for City of Montebello. Our staff has developed and deployed more proven interfaces to third-party vendors than any other ITS company. In doing so, we have successfully worked with every major ITS vendor to design and develop protocols for continued interoperability. Avail maintains a strong market presence with over 200 contracts and 50 full ITS system rollouts.

In the last five years Avail Technologies has been chosen to deploy CAD/AVL technologies for over 15 transit agencies. Avail's selection to implement projects at these agencies makes us uniquely qualified to deploy the requested CAD/AVL system for City of Montebello. Some of

Avail's innovative solutions chosen by those agencies that further demonstrate our capabilities for this project include:

- Transit signal priority (TSP)
- Innovative headway management
- BRT platform signage
- Onboard and platform-based infotainment systems
- VoIP communications and covert monitoring
- Rollout of more advanced service restoration features and innovations, including integration with our public messaging passenger information
- Continuing expansion with our third-party integrations such as InfoDev, Cubic, Cradlepoint, MessagePoint Media, etc.

3.1.2. Memberships and Licenses

At Avail, we believe that experience, acquired in humility and with hard work, means everything. We have surrounded ourselves with a diverse mix of seasoned individuals to create one of the most dynamic teams in the industry. As the longest standing provider of full-featured transit focused systems in the U.S., we are proud to employ some of the nation's top talent.

In addition to being members of APTA and ITS America organizations, Avail's team members have also held key roles on various national and international committees including:

- Member of the Technical Advisory Group for Intelligent Transportation Systems
- Member of the Intelligent Transportation Societies Sensory Advisory Committee
- Chairman of the Transit Communications Interface Profiles (TCIP) Technical Working Group for Control Centers Business Area
- Board Member of the Latinos in Transit (LIT) organization
- Chosen as one of two representatives from the United States as a representative member to the International Standards Organization (ISO) Technical Committee 204 Working Group for Public Transport and Emergency Services
- Member of APTA leadership class of 2016
- Project Staff Certifications:
    - Vic Kumar, Project Management Professional Certification, 2019

3.2. References

At Avail, we guarantee the successful adoption of your technology solution. Our company has the financial stability, integrity, skill, business judgment, and facilities necessary to assure the good faith performance of this proposal.

As an organization, we are not successful until you're successful. Our experience has taught us that dialogue with our customers is more important than any marketing research we can buy. We

know that nearly 70% of new business in any given industry is generated by word-of-mouth referrals. That is why we have placed so much emphasis on integrity and customer service. Our philosophy is supported by over twenty years of experience as an employee-owned and operated company providing consistently safe, reliable, and efficient transportation technology solutions.

Our reputation for being knowledgeable and responsive allows us to connect with our customers and provide unparalleled service; our 24/7/365 support team will be available to solve problems, while helping you to understand your technology solutions.

On the following pages, we have highlighted properties that demonstrate our experience in ITS technology for CAD/AVL systems. Each of these properties awarded us their project; they are now in various stages of their technology implementation.

Property: Foothill Transit
Address: 100 S. Vincent Ave., Suite 200, West Covina, CA 91790
Contact: LaShawn Gillespie, Director of Customer Service & Operations
Phone: 626-931-7206
Email: lgillespie@foothilltransit.org
Contract Value: $10,683,608.00

Project Overview:

Foothill is one of Avail's largest projects to date. This project was a replacement of the Conduit/Xerox/ACS/Orbital system. With 367 fixed route vehicles, three separate garages/depots, and full ITS with installations of the in-vehicle units, mobile data terminals, mobile gateway router, covert microphone and EA switch, new Hella automatic passenger counters, integration with TSI CCTV, Cubic Fare System, single point of login, automated voice annunciators, TSP integration for the LA County system, and an entirely new **VoIP communication system**. For Foothill, Avail integrated with the HASTUS scheduling system, NextBus passenger information, and TransTrack incident management. Through the myAvail suite, they received yard management, detour management pullout management, decision support, the latest business intelligence tools, and real-time passenger information solution with mobile and desktop website capabilities utilizing GTFS and GTFS-RT, myStop® iOS and Android apps, and QR codes.

Solution overview

- Replaced Conduit/Xerox/ACS/Orbital System
- HASTUS bi-directional interface with multiple modules
- VoIP communications for fixed route and supervisors
- BRT deployment support

- New TSP approach using Wi-Fi based communications
- Supports three separate garages/depots

Property: The City of Norwalk – Norwalk Transit System (NTS)
Address: 12700 Norwalk Boulevard, Norwalk, CA 90650
Contact: Derek Donnell
Phone: 562-929-5554
Email: ddonnell@norwalkca.gov
Contract Value: $1,400,000.00

Project overview

As an ITS partner with Avail since 2018, the City of Norwalk was positioned to take advantage of the newest technology we have to offer. We replaced their Fleet Maintenance Management System (FMMS) with myAvail ETMS on the same architecture as their CAD/AVL solution; the City benefited from a shorter and smoother implementation.

The City later sought a solution to provide their maintenance division with the tools necessary to maintain and manage assets efficiently and cost effectively. Their focus was to improve customer service, maintenance, and repair services, and to increase staff efficiency and productivity for their fleet of 33 transit buses, 11 support vehicles, and seven paratransit vans. They needed complete, real-time, and easily accessible data to maximize availability, usage, and cost effectiveness of resources, with FLEETWATCH® fuel management integration

Because Avail was their existing CAD/AVL provider, the City was already using many features of the Operations, Planning & Scheduling, and HR suites. We deployed the Transit Assets suite and the General Ledger option in the Finance suite to meet their requirements. Transit Assets fully meets their needs to track aging, maintenance costs, fuel consumption, and mileage, and provides robust business intelligence reporting. The City is pleased with their integrated CAD/AVL ETMS solution and hopes to expand their capabilities to include VoIP in the future.

Solution overview

- Verizon cellular data network
- Mobile data terminal
- Automated annunciation
- Real-time passenger information
- Voice radio integration with Kenwood
- Camera integration with Apollo
- Farebox integration with Cubic
- Info-Dev automatic passenger counting
- Asset condition
- Asset inventory
- Facilities
- Maintenance

- Parts
- Business intelligence
- NTD reporting
- General Ledger
- Yard and pullout management system
- Vehicle health monitoring
- Pre-trip inspection module
- Headsign integration with TwinVision/Luminator/Hanover
- Schedule integration with HASTUS CSched
- Sunrise interior LED signs

Stanislaus Regional Transit Authority (StanRTA)
Address: 1001 9th Street, Modesto, CA 95353
Contact: Adam Barth, Chief Executive Officer
Phone: (office) 209-774-4586, (cell) 209-495-6689
Email: abarth@stanrta.org
Contract Value: $1,756,134.00

Project Overview:

Modesto Area Express (MAX) has been an Avail customer since 2007. On January 26, 2021, the Modesto City Council, and the Stanislaus County Board of Supervisors each approved the merger of Modesto Area Express (MAX) and Stanislaus Regional Transit (StaRT) forming the new Stanislaus Regional Transit Authority (StanRTA).

Initially in 2007, we installed our in-vehicle system (MDT, IVU, GPS), added 6 replacement APCs to their buses, and installed CAD/AVL software and our COMMS package for the MAX fleet of 47 fixed route vehicles. In 2009, they received 10 Gillig OEM Bus Builds with our equipment on them. In 2010, we partnered with them again as we removed Avail communications equipment from their retired buses and re-installed them on the new Gillig buses that they received in 2009. In 2012 Stanislaus upgraded to version 5.2 of myAvail and their OmniPoint backend software to the latest available release. The installation of this software upgrade coincided with the city deployment of new servers, to replace their existing system servers. In 2015 and 2016, they received more Gillig OEM Bus Builds from us for an additional 18 buses. In 2017, we did a complete upgrade on 18 of their buses. And in 2018-2019, we upgraded their modems from 3G to 4G.

When MAX merged with StaRT, the newly formed agency had a fleet mixed with two separate CAD/AVL solutions. After vetting each, StanRTA selected to continue with Avail as their chosen vendor. In 2022, 25 StaRT vehicles were equipped with the latest Avail in-vehicle hardware as the two fleets were combined into a single operation by unifying its CAD/AVL solution on one platform, myAvail ETMS.

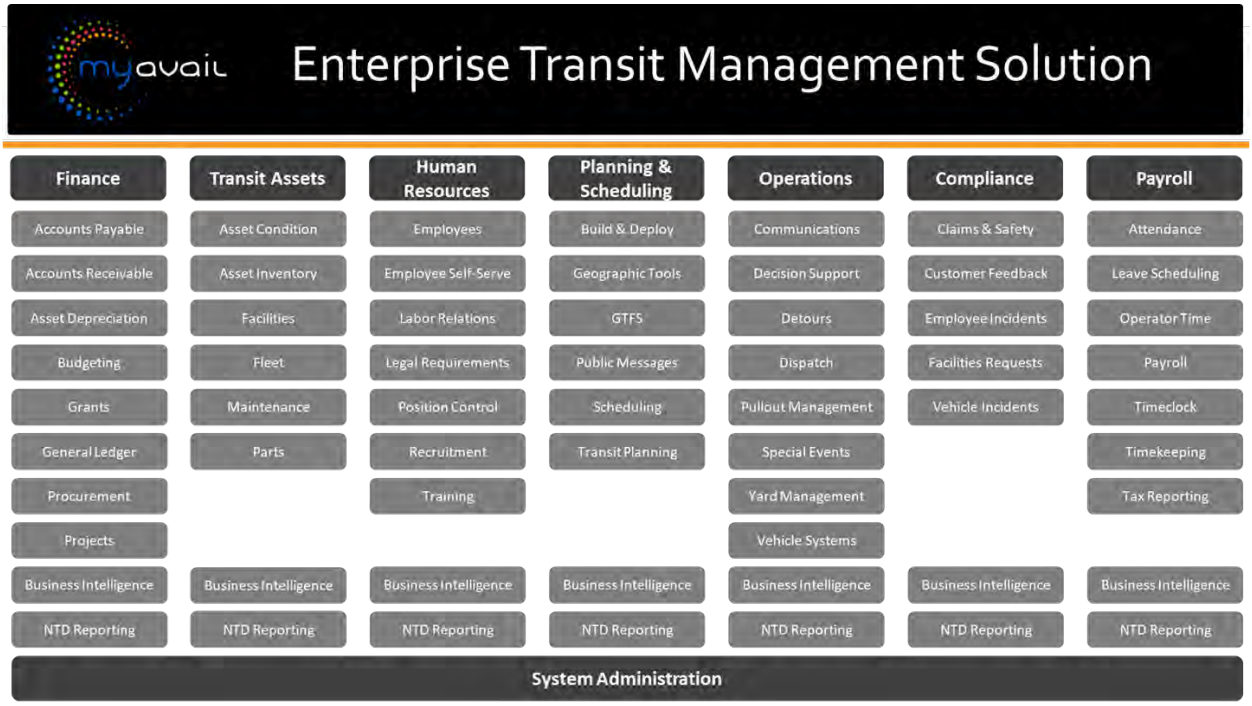
Solution Overview:

- Mobile data terminal (with integrated cellular data modem and antenna)
- In-vehicle logic unit (with integrated WLAN card and antenna)
- Integrated automated vehicle audio-visual announcement system
- Automatic passenger counters
- Integrated GPS receiver and antenna
- Silent alarm switch

4. Technical Approach

The myAvail system is a blend of hardware and software that constantly works together, communicating and sharing information. Our in-vehicle system seamlessly integrates with the backend (myAvail) to provide dispatchers, supervisors, and maintenance with the information they need, when they need it.

What this means to every agency that partners and continues to partner with Avail is that they can have an ITS solution that meets all their specific needs. If an agency only wants CAD/AVL functionality, we can do that. If they want CAD/AVL with maintenance and asset management, that can be deployed. For agencies that require a full system (ERP/EAM/CAD/AVL), known as myAvail Enterprise Transit Management Solution (ETMS), Avail can provide it. Because this is a modular system, every part of our system integrates flawlessly. This is what allows our customers to have menu-like options for their ITS.



myAvail is an agile product that promotes adaptive planning, collaborative cross-departmental development, and continual improvement. As illustrated above, this system is a sophisticated blend of our in-vehicle hardware network coupled with the Planning & Scheduling and Operations suites you are most familiar with, our enterprise resource planning (ERP) functionalities (Payroll, HR, Finance, etc.) and our enterprise asset management (EAM) modules (Asset Inventory, Maintenance, Parts/Work Orders, etc.).

These are all directly tied into our backend information management system, which provides the CAD/AVL aspect combined with the ERP/EAM information. This unique platform is specifically designed for public transit and creates a synergistic ITS that provides CAD/AVL functionality, real-time passenger information, interactive map displays, back-office functionality, and for those who need it, maintenance management.

It fully integrates with every aspect within the system, and it is also capable of sharing data with third-party vendors via industry standard APIs. We took the concept of graphical user interfaces (GUIs) like those used in smartphones (where users can easily interact and make choices from displayed menus or icons) and applied this concept to myAvail.

This system will provide MBL with **one** in-vehicle network system that caters to not only all Avail equipment, but also supports any third-party hardware that is installed in the vehicle. With our vehicle area network (VAN), there is no need for multiple MGRs on a bus; our network has been designed to be one fully integrated system.

This is possible because interfaces such as SAE J1939, SAE J1708/J1587, Avail's IVU in-vehicle data service API, ethernet, and cellular networks allow us to currently integrate with 50 third-party hardware and software vendors that support the public transit industry, a list that is constantly growing. We work with our customers and their vendors to collaboratively design interfaces that share information among systems. Some of the vendors we integrate with include Luminator/TwinVision, Cradlepoint, InfoDev Motorola, Existing Signage, Trapeze, and more.

To summarize, our offer includes **all** the requested features and functionality, and integration to your existing and planned 3rd party solutions, out of the box, with no development, and all included in the onboard and central systems and services in our price proposal.

In addition, we are providing the myAvail software as an upgrade to MBL, included with your existing maintenance and support agreement, at no additional cost to MBL. As such, our solution will simplify your adoption, lower the risk, and reduce the effort on your part to deploy and learn a new platform.

4.1. Information Technology

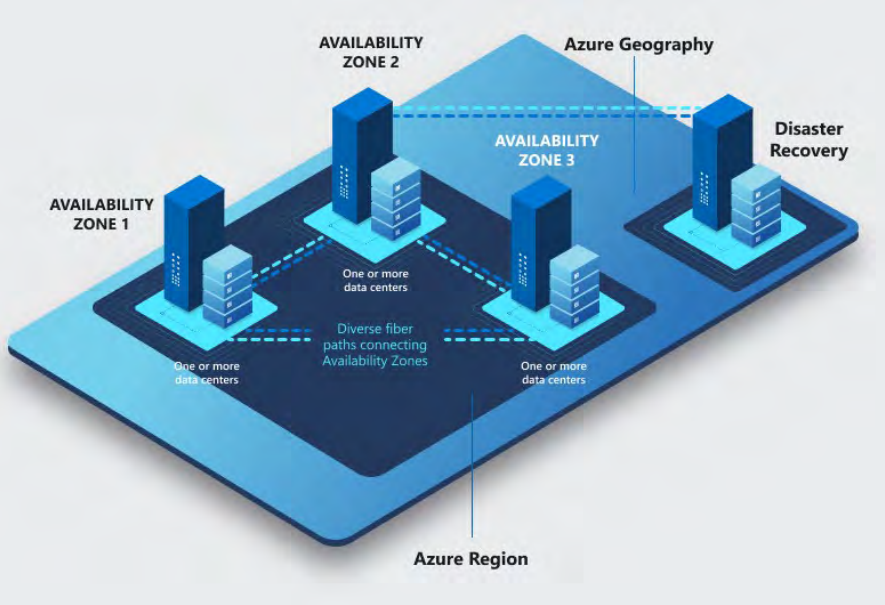
All of Avail Technologies' servers and desktops run on Microsoft operating systems. Our IT architecture is flexible and can accommodate an Avail hosted solution or a solution that is hosted on the customer premises and network using new or existing IT infrastructure. The following sections will walk MBL through the various components that comprise our IT architecture from a hosted solution.

4.1.1. Azure System Network Architecture (Hosted)

Avail's hosted solutions provide our customers with a reliable and flexible platform on which to operate their critical business applications. Avail has chosen the Microsoft Azure platform as the

infrastructure provider of choice. This platform is an SLA backed (99.9%), multi-region, cloud-hosted service, and provides the underlying core of our architecture. With more than 40 regions worldwide, the Azure cloud provides a level of redundancy, scale, and performance that would be difficult to match using any agency hosted or third-party provided hosting solution. The ability to transition between data centers and regions in disaster scenarios and maintenance events is why Avail chose Azure to host our customer's critical applications.

Azure meets a broad set of international and industry-specific compliance standards that ensure the environment is secure and reliable. Examples of the certifications that Azure has achieved include ISO 27001, HIPAA, FedRAMP, SOC 1, SOC 2, and many others. Please see the Microsoft Trust Center for a complete list. Our solution is ODBC compliance which meets the requirement of the RFP.



Should MBL select a hosted solution, your data and applications will be hosted in the following Azure regions:

Primary Region	Secondary/Failover Region
Western US	Eastern US
California	Virginia

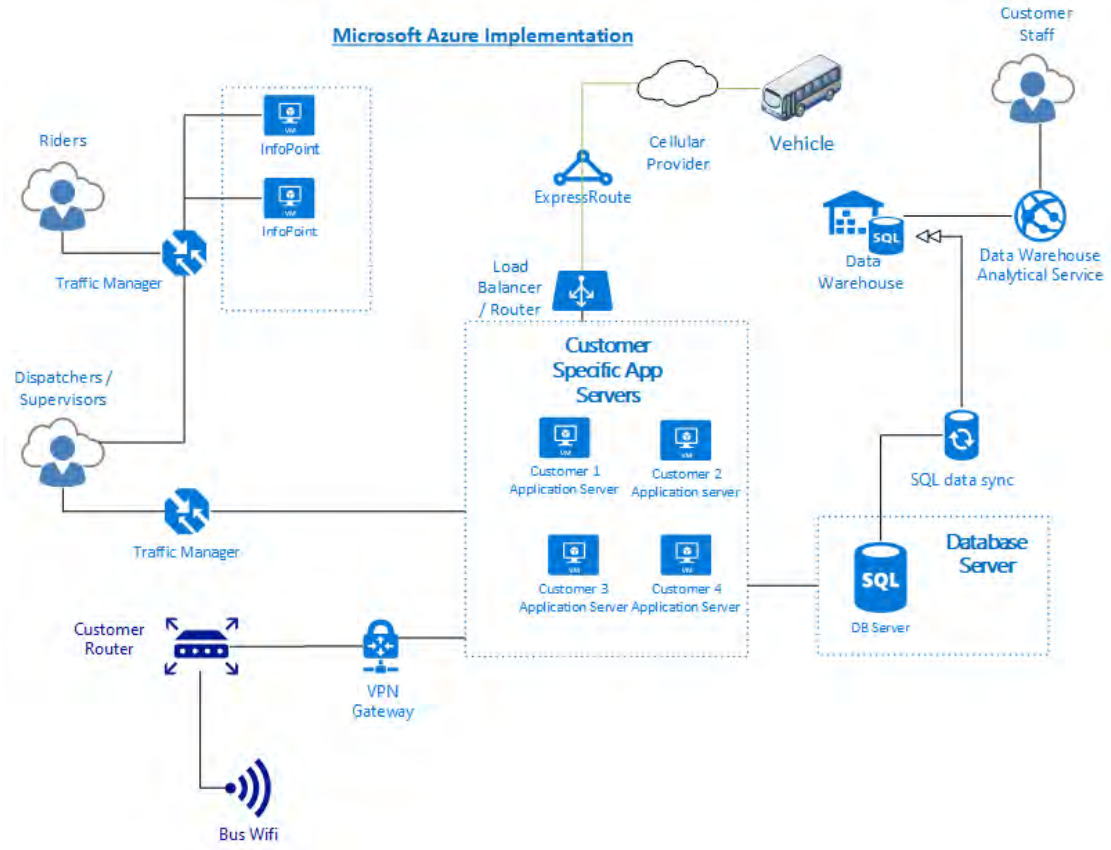
Our hosted solution architecture is designed to be both scalable and provide redundancy. This kind of structure is critical to ensure business continuity. As your operations and customer interactions scale up, our architecture can scale with you without requiring a redesign. This also allows us to do many common updates without having system downtime.

All redundancy is provided by Avail and our hosted providers. Multiple layers of redundancy designed throughout the system include redundant networking, internet access, storage, and a universally available computing infrastructure. Customer data is replicated three times within a

regional data center and can be replicated to another geographically separate data center. The only requirement from the customer is to have a reliable stable connection to the internet.



Avail has gone to great lengths to ensure that we have the most reliable and available network topology and connectivity. In addition to the hosted server environment, Avail also provides redundancy of the operating environment and backups for the connectivity into the hosted solution. In the case of a hardware issue, such as a drive or power supply failure, the environment recognizes the issue and transfers operations to an alternate resource, which minimizes downtime and provides a rapid transition. Support for the system is provided by a joint effort of Avail personnel and Microsoft support staff. If a support request is necessary, Avail support staff will investigate the issue and resolve it if possible. If needed, Avail will work with Microsoft support to resolve issues dealing directly with the platform.



4.1.1.1. Software Updates

Avail deploys updates, bug tracking, and feature rollouts through Microsoft's DevOps; we can automatically push updates and patches with the click of a button. Avail has adopted highly agile DevOps practices when it comes to development and maintenance of software. Azure allows us to make changes and updates promptly. It comes with integrated tools for tracking, fixing, and deploying new features and fixes in the Microsoft Azure platform.

4.1.1.2. Advantages of a Hosted System

The hosted option uses the same server configuration, software, communication methods, and product licensing. However, when your property chooses the hosted option, many IT functions become Avail's responsibility. The responsibilities that Avail assumes include the following:

- ✓ Ensuring system availability (uptime)
  - Repairing or placing failed hardware
  - Providing hardware redundancy
    - Ensuring there is failover capability to minimize down-time
  - Providing redundancy of user access and power
  - Performing required software and hardware maintenance at the least disruptive times possible with advance notice
  - Replacing obsolete hardware
- ✓ Ensuring response time (as it relates to system resource capacity)
  - Monitoring system usage to ensure there is always capacity for peak activity
- ✓ Ensuring the security of data and the system in general
  - Providing data backup in the case of a catastrophic loss
  - Providing security from unauthorized access
    - Applying updates to all third-party software as they are published

Some IT tasks remain the responsibility of MBL as a hosted services customer. These responsibilities relate to the equipment provided to each agency as part of the project. A good example of this type of hardware is a dispatcher workstation or a wireless access point. Please reference the *Maintenance and Support Agreement* for specific responsibilities and equipment coverages. The general responsibilities include:

- ✓ Ensuring the availability of sufficient internet bandwidth
- ✓ Maintaining the operating system on your workstations

- Applying security patches as they are published
- Updating the operating system after approval by Avail

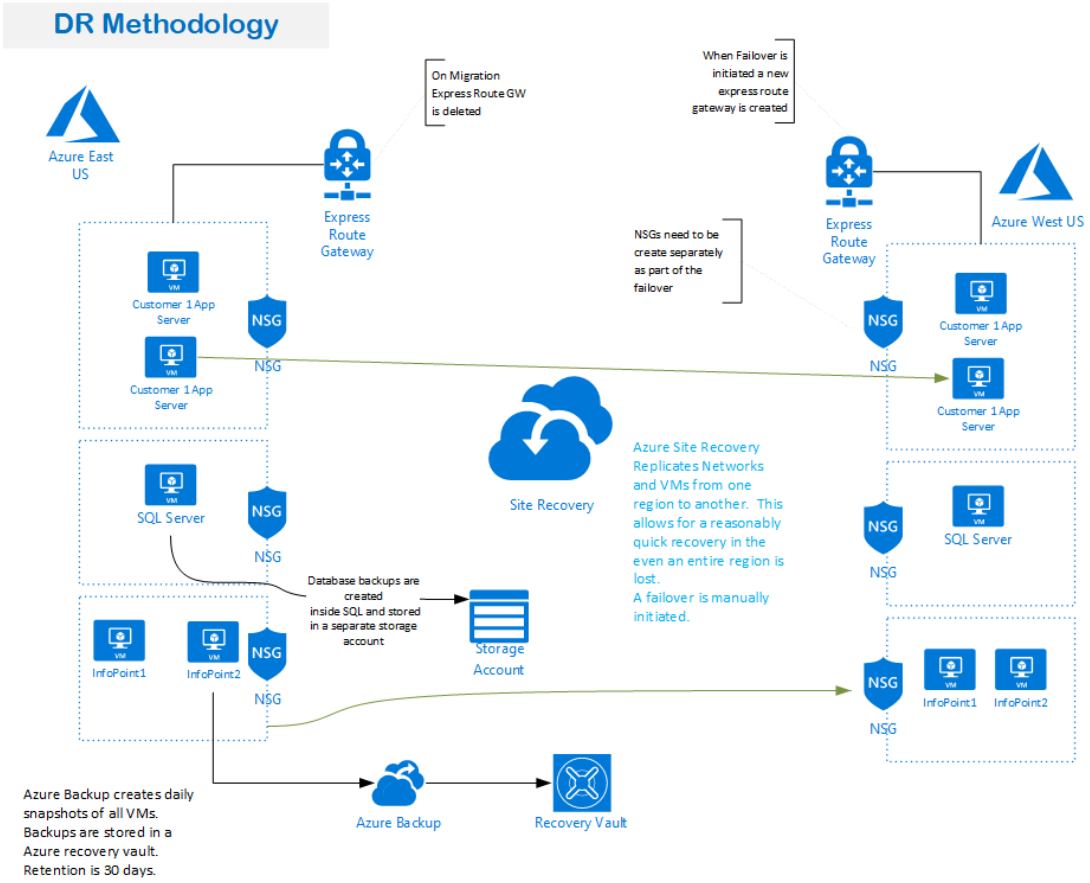
✓ Maintaining the workstation hardware

- Equipment under warranty
  - Report all hardware issues to Avail
  - Allow access to the equipment by an Avail authorized service person
  - Install replacement equipment if provided by Avail
- If Avail's *Support and Maintenance Agreement* excludes the workstations
  - Maintain and replace hardware as needed

4.1.2. Disaster Recovery and Backup

Avail utilizes several of the robust Microsoft Azure disaster recovery tools in our system to ensure that your data is safe, protected, and highly available. First, we begin by backing up your databases to secure and redundant cloud storage daily. SQL server logs are backed up to the same storage hourly. Then each VM in your system is backed up daily using the Azure Cloud Backup Service. Each backup is encrypted and stored in an Azure Recovery Services Vault. The Azure Recovery Vault keeps the last two active backups as snapshots in hot storage so that your system can be restored in a matter of minutes without having to copy data to from cold to hot storage. Avail maintains 30 days of full backups for all VMs in the system.

The third layer of protection we employ protects against a regional outage in the Azure platform. Avail uses the Azure Site Recovery feature to replicate the environment from one region to another, normally on the other side of the country. This replication allows Avail to deal with both planned and unplanned outages as they arise. The replication feature also has the additional benefit of being able to spin up a test system that exactly matches your deployed system in an isolated environment.



4.1.3. Desktop Specifications

The myAvail suite of software can run on most modern desktop PCs and laptops. Avail recommends the following specifications for a computer.

Dell OptiPlex 7050 (or equivalent)

- ✓ Quad-core CPU
- ✓ 8 GB of Ram
- ✓ 128 GB hard drive
- ✓ Windows 10
- ✓ Dedicated graphics card recommended

Avail will install the myAvail system on these MBL provided workstations.

4.1.4. IT Security

At Avail, we realize that security is especially important to our customers. We strive to follow the standard best practices of the industry with all our implementations. We support OS and application patches as they are released by the vendors.

Because myAvail has a public facing component, it contains its own internal authentication system. Each password is hashed and then encrypted with SHA-256 cryptography and then stored in a separate authentication database. myAvail also supports Active Directory authentication for its web-based applications. Desktop applications should be housed on a machine that requires a valid Active Directory authenticated session to access them.

Any security vulnerabilities discovered in myAvail will be reported to MBL. Our support department will make any required updates to the software and will coordinate with each agency should we need to come on site to make updates.

We monitor our system by using PRTG, a network monitoring tool, to assess the state of the system. Through this, we monitor virtual and physical machine performance, network throughput, virtual host health, window service states, system uptime, and items internal to the system such as message queues and log files. Based on these results we can look at trends over time in the performance of the system. When a problem is detected in the system the monitoring software can contact the administrator via SMS message or email. System alarm notification and the thresholds at which they are triggered are configurable by the administrator.

When it comes to either remotely accessing or using myAvail at your office desk, Avail Technologies has several measures in place to protect the system. The first of these is our role-based security where employees can only access functions related to their job description and requirements. You can control your employees' rights/roles within the system based upon their responsibilities at MBL. These roles/rights can also be combined for those employees who have more than one role within the agency.

For remote access, the myAvail ITS system has several external interfaces. The primary external access requirement is the cellular vehicle communications. Vehicle data traffic is routed over a secure access point name (a VPN tunnel) from the cellular provider to the Avail hosted services network. In an on-site solution, Avail will work with the customer and the cellular provider to build a secure interface to route cellular traffic. Avail is also able to support the vehicles operating over a public cellular network if that is preferable to MBL. For security reasons a private APN to the cellular provider is recommended.

4.1.5. Database

The myAvail system uses Microsoft SQL Server databases as the primary repository for your system data. Data relating to the operational history and schedule of each agency resides in a central transit authority database. To optimize database performance, data relevant to the

current operation of the system is segregated into different file groups from data that is archival in nature. Segregating the data allows the database to span different disk subsystems by placing archival data on slower disks while data that is accessed more frequently can be placed on faster disks. Archival data is kept in the data warehouse. How long AVL and ridership data is retained is configurable. Most properties keep 7-10 years of data, although in theory data can be kept for a virtually unlimited amount of time. If you determine that this data is no longer required, Avail will provide mechanisms to remove that data from the system.

Avail secures the system database by using authentication built into SQL server. To access the database server, the user must either utilize Active Directory credentials or the authentication system native to SQL server. The system admin account is not utilized within the Avail system. Avail also relies on abstraction within its application code to ensure that the end user is not able to make unauthorized database calls from within any application.

4.1.6. Data Management

Avail Technologies provides an ITS management solution that offers version control of all data that is distributed to the ITS system and can configure all onboard items identified in the RFP. The purpose of this solution is to provide a way for MBL to manage all data associated with the ITS onboard and fixed-end systems. These configurations are readily downloaded to the fleet. We include configurations for all onboard functionalities including but not limited to:

- Pre-defined text messages for the vehicle operator
- Pre-defined text messages for the dispatcher
- Schedule adherence thresholds
- Route adherence thresholds
- Navigation and trigger points for all onboard functionality
- Voice call configuration and thresholds
- Assigning headsign commands for all routes, pull-in deadheads, pull-out deadheads, and interlining deadheads
- Defining prefixes for each type of audible interior announcement, which are consistent for the MBL service area
- Automatic volume control thresholds and settings
- Defining the audio and sign announcement text for multiple languages supported by the AVA system
- Equipment configuration for each vehicle type

- AVA attenuation levels and times during peak travel times
- AVA and PA priority configuration
- RTPI stop text and configuration
- Idle monitor thresholds and timing
- Next stop audio configuration
- Configuration of the system including routes, stops, audio, text, import and use of the schedule data, and configuration to deliver the functionality requested in this specification

For MBL, we can create audio and sign text for the onboard systems that includes next stop, transfer audio, public service audio, route audio and headsign codes, destination audio, and stop requested.

4.1.7. Real Time Data Communications

Avail's real-time data technology can be used with any cellular carrier (Verizon, AT&T, T-Mobile) and the technology of these carriers (4G, 5G, FirstNET). Each of our vehicles are equipped with an MGR that is responsible for routing data between the vehicle area network (VAN) and the myAvail servers located in Microsoft's Azure cloud, providing our customers with real-time data communication.

4.1.8. Bulk Data Communications

In cases where bulk data downloads need to occur, the information is received from the yard's WLAN to the bus's MGR. From the MGR, the information is relayed to IVU which stores all schedule, route, and stop data locally; in the event data communications are lost, the operator still has all the information that they need in to carry out their daily assignment.

4.1.8.1. Yard WLAN

Avail's proposed solution includes our 802.11 b/g/n bulk data download module which allows for the upload and download of information via a standard 802.11 b/g/n network. The benefit is that it allows for the transfer of large data files over a WLAN rather than consuming bandwidth on the cellular network and data plan. Avail recommends using WPA2-PSK for the wireless network. Avail will provide and configure ruggedized outdoor access points required for the system. The access points are cloud managed and can be managed exclusively by Avail or in partnership with the agency's IT department.

4.1.8.2. WLAN Data Transfer

Avail's system uploads annunciator files, schedule data files, and firmware updates for the in-vehicle equipment to the vehicle. Schedule data files can be pre-staged to the vehicles prior to the effective date of the schedule. The vehicle will then utilize the new files on the date the new services start.

Any data not downloaded over the WLAN network is transmitted via the cellar network in real time such as AVL data, automatic passenger counts, and automatic vehicle monitoring data. The wireless utility tracks the status of the software in the vehicle and can be used to selectively schedule downloads to the vehicles. If required, the entire fleet can be scheduled to download at the same time.

With the wireless utility, the user can also check the status of each vehicle's download in an intuitive visual interface. Each vehicle is required to be in the range of the access point to download the software. If the software has been previously downloaded, it will not be downloaded again. If data is not sent over the cellular network, it can be stored in the vehicle and downloaded to the server via the WLAN.

4.2. Onboard Equipment

When customers purchase our state-of-the-art ITS, Avail is committed to ensuring that each agency we work with receives the most value from this investment. To meet this commitment, backward compatibility is a core aspect of our ITS. This feature guarantees functionality with previous Avail in-vehicle solutions.

The key to providing this backward compatibility is in the messaging between the vehicle hardware and the backend system as our in-vehicle unit (IVU), pictured below, can process, incorporate, and generate data from old, new, or any combination of our own equipment. In addition, our coding scheme is continually additive, meaning we can add new content when an enhancement requires changes. The backend (myAvail) tracks the in-vehicle equipment and software versioning to ensure the correct message is sent to each vehicle. This allows an agency to have multiple generations and configurations of in-vehicle equipment, and it makes it possible for our in-vehicle technology to be scalable and progress without making our current hardware obsolete.

MBL can add new hardware or features to your fleet when you need them, and your agency's growth will be supported by all our capabilities. This is exceptionally important when an agency is interested in our OEM Program as Avail recognizes that the life expectancy for equipment through FTA standards is roughly 7-10 years, which is why we have designed our system to integrate with **any** model of Avail equipment. It is backward compatible and future proof.

4.2.1. Equipment Overview

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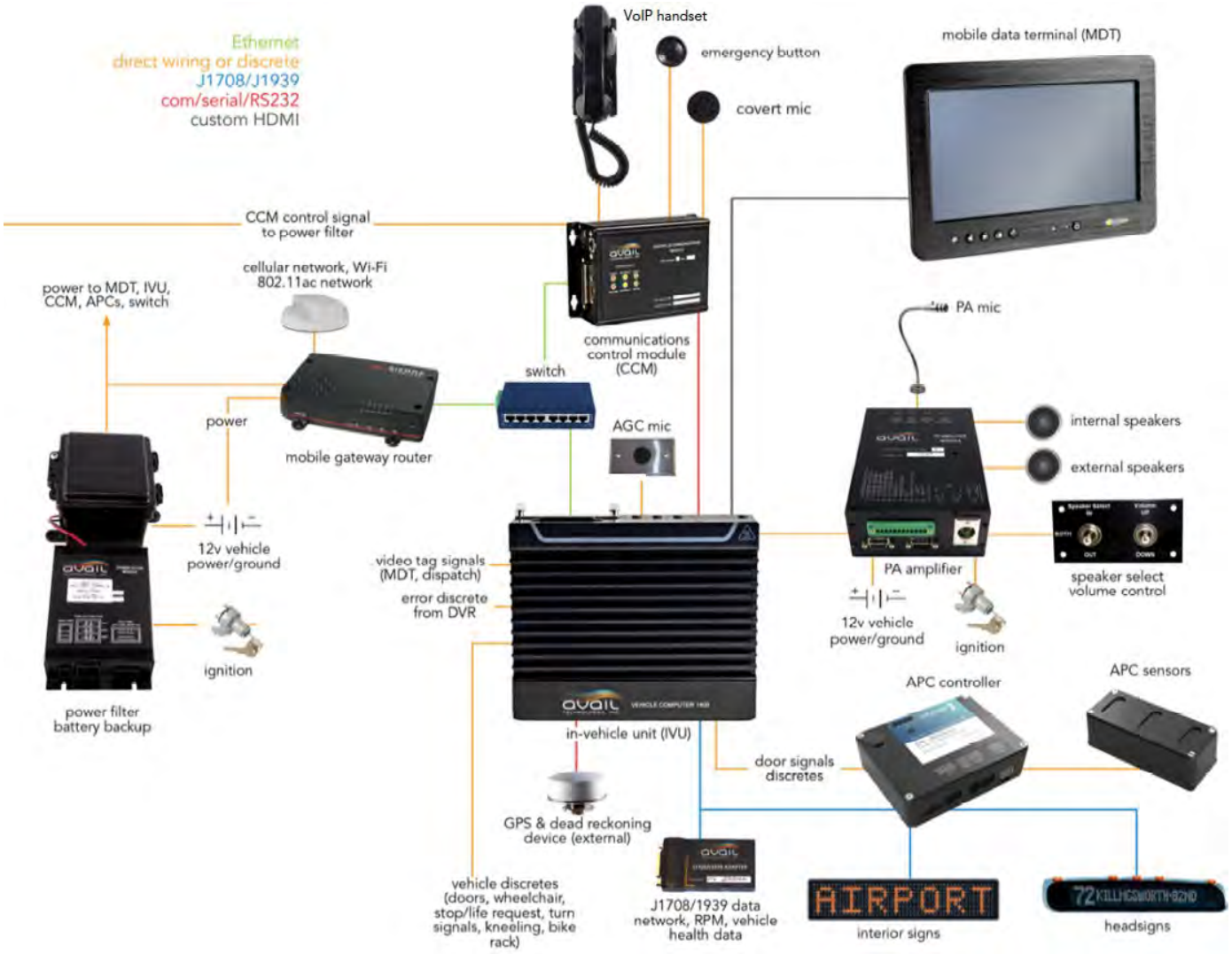


Confidential and Proprietary

4.2.2. In-Vehicle Unit (IVU) (Trade Secret)

Montebello currently has 16 vehicles which are equipped with our latest IVU3, which means that Avail only needs to replace 50 IVUs on MBL's fleet. This will provide MBL with huge cost savings and a unified technology across the fleet. The in-vehicle unit is a ruggedized, 64-bit, embedded PC, and is the controller of our in-vehicle system. It directly connects to our mobile data terminal/driver display, which the operator will use to log into the bus. When the operator turns on the bus, the IVU automatically turns on; the IVU transitionally shuts down when the bus is powered off. This can be configured to accommodate data transfer needs. The IVU readily communicates to the backend (myAvail).

As illustrated above, the onboard system is an integration of the IVU with the global position system (GPS) and dead reckoning receiver for automatic vehicle locating, the mobile gateway router (MGR), third-party vendor hardware (headsigns, farebox, APCs, etc.), and software, through shared APIs. The IVU also attaches to the sound amplifier, through direct wiring, which drives audio to the interior and external speakers. This onboard integration is provided through the various cables, connections, and interfaces compliant with the SAE J-1708/1587 and J-1939 VAN standards.

As data and reports are vital to the operator, dispatcher, and management, especially for analytics and NTD reporting, Avail Technologies has a store and forward function embedded in the IVU. This function is extremely useful to agencies that encounter areas where there is no cellular coverage, or their cellular reception is spotty. During periods of no coverage, data will be stored in the IVU; it has enough memory to store 30 days' worth of data. Some examples of this data that are stored are stop reports, APC information, ridership, and farebox information. The data is stored on non-volatile (hard drive) memory and will be sent to the backend (myAvail) when cellular coverage is restored.

In situations where the IVU needs to be accessed, it can be remotely accessible and configured through the MGR and WLAN; it is also directly accessible through the Ethernet by connecting a laptop computer to the IVU.



4.2.2.1. Discrete IO Service

The IVU also provides a discrete IO service as not all vehicle components can connect to either the J1708 or J1939 networks. For example, the passenger doors and wheelchair lift use a simpler method to communicate their statuses. This method is referred to as a discrete signal. These signals are binary (on or off) and run through a wire that physically connects the bus's hardware to the IVU. As the door sends a signal to the IVU, it relays the information on the MDT that the door is open or closed.

The discrete IO service monitors physical connections while understanding which connection belongs to which component. For example, when the door changes from closed to open, the discrete signal changes. When this service detects the change, it prepares a message for the master control service that the door is now open. The master control service, in turn, passes the message to the fixed route service for processing. myAvail supports the following discrete signals:

- Door signal
- Wheelchair lift
- TSP (late response)
- Stop/lift request
- Bike rack
- DVR errors/tagging (when supported by the agency)

4.2.3. Mobile Gateway Router (MGR) (Trade Secret)

Avail utilizes cellular data and Wi-Fi connections via the mobile gateway router (MGR) to communicate data across all our in-vehicle equipment. Avail works with all major MGR modem manufacturers, including Digi, Cradlepoint, and Sierra Wireless.

Avail Technologies will utilize the existing Cradlepoint IBR1700 mobile gateway router (MGR) for MBL's entire fleet. The MGR is a modem device that acts as the data communications conduit between the onboard vehicle network and the backend (myAvail). This device is connected via Ethernet cable to the IVU and our communications control module (CCM) to provide **all** network routing and backhaul data connectivity for the IVU and **any** other onboard devices requiring data connectivity through the cellular carrier or yard Wi-Fi.

Finally, and most importantly, the vehicle router shares data between the various onboard systems, eliminating the need for multiple routers, modems, antennas, and GPS devices. The headsign, internal sign, AVA system, APCs, and farebox will receive the schedule data through the MGR. This takes a huge workload off the operator. At the touch of a button, all onboard vehicle equipment has the information it needs.

4.2.4. Antennas

Avail Technologies will utilize the existing Panorama LG-IN2446 9 IN 1 LOW PRO 4X LTE, 4X WIFI & GPS Antennas to leverage existing equipment and save cost.

4.2.5. GPS (Vehicle Location Tracking)

Avail's current GPS implementation uses an antenna that contains all the necessary processing circuitry to convert the satellite signal into the standard GPS NMEA (National Marine Electronics Association) data stream, which allows us to track the location of the vehicles. We utilize an off-the-shelf standard GPS device that uses the global navigation satellite system (GNSS), which provides geolocation and time information to our GPS receiver, using the line of sight to four or more GPS satellites.

These standard GPS devices use satellite signals that are often subject to interference from urban canyons (narrow streets between tall buildings), overhangs, multiple level highway interchanges, or anything that can disrupt these low power signals. Avail's proactive approach to avoiding these disruptions is to include our system with a "dead reckoning" capability. The dead reckoning capability utilizes a three-axis accelerometer/gyro fused with wheel speed and heading to generate an equivalent location, heading, and speed solution. When the GPS signal is lost or degraded, the dead reckoning capability maintains an accurate vehicle location.

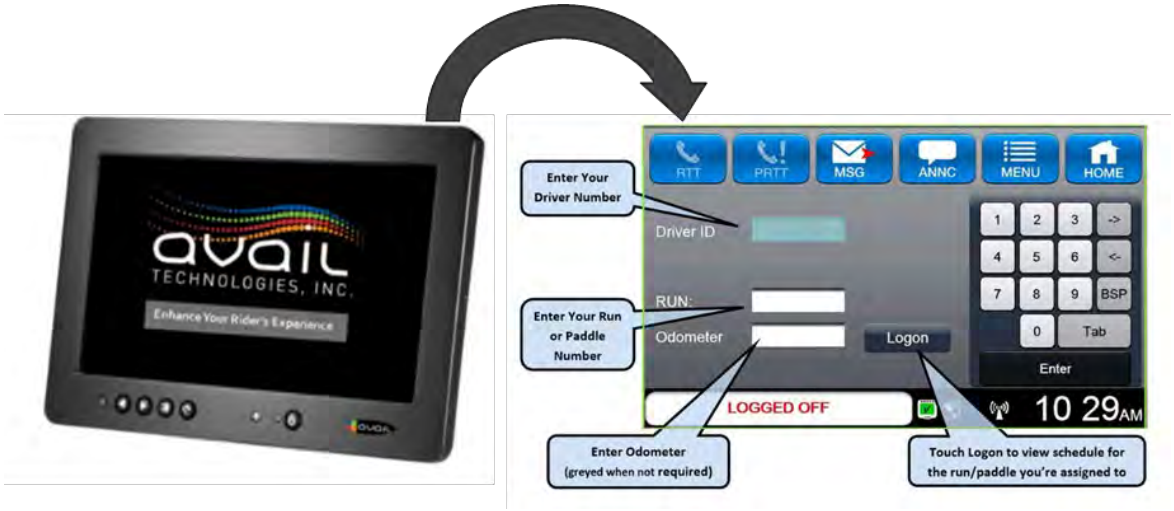
This device has a physical connection to our IVU and provides uninterrupted service at all times. The GPS/dead reckoning unit's output stream is continuously processed by the IVU to update

the vehicle latitude, longitude, speed, and direction. These updated values are then used to determine if any position/speed/direction-based conditions have occurred. When the GPS receiver is operating in a dead reckoning mode, the data stream is identical to the GPS data stream, with an additional status indicator of dead reckoning. The Avail system utilizes this data in the same fashion as GPS-satellite data, and logs that a dead reckoned condition is occurring in the data for that vehicle. The Avail system can report when no position data is being received, and reports this as a "bad GPS" vehicle status condition to dispatch.

The system uses global positioning to determine when a vehicle is entering or exiting a trigger box (geofence) which surrounds transit stops and designated geolocation areas. As the vehicle approaches and enters a trigger box for valid stops or designated geolocation areas, it will perform several operator-supported actions, such as making ADA announcements, informing the operator if they are ahead or behind schedule, and changing the destination sign and farebox, if needed.

4.2.6. Mobile Data Terminal (MDT) (Trade Secret)

The MDT is a 10" touchscreen display that provides the driver with a single point of logon for all on-board vehicle equipment and serves as the operator's interface to the backend (myAvail). The ruggedized yet responsive touch screen allows the vehicle operator to interact with various on-board systems, and allows flexibility in the form factor, mounting, and environmental options when installed in fleets. The MDT has a HDMI port display and embedded speakers to provide audible event notifications and alerts to the vehicle operator. It connects directly to our IVU which drives the graphical user interface (GUI) video content on the MDT.



The MDT screens that the operator sees after they log onto the system are designed to be concise and user-friendly, with pertinent status information viewable "at-a-glance" to the vehicle operator.

4.2.6.1. MDT Management

For the operator to manage the MDT, they simply log onto the system by typing in their driver ID, and if needed, work ID. If the improper ID is entered, the driver will receive a pop-up on the screen stating an error occurred. This provides validation to the driver and dispatch that the correct login information has been entered in the MDT. Dispatchers are alerted to missed or late logins via color coded updates on their dashboard screen.

Dispatchers can remotely log drivers onto the MDT in the event the driver forgets his login ID or types in the incorrect information. If an operational situation arises where there is a need to have more than one vehicle perform specific work assignments, drivers can log into the same segment of work as other drivers. However, if a driver logs into a segment of work that has not been assigned to them, the system will notify dispatchers that an invalid login has occurred.

The MDT also allows the driver to perform pre-trip and post-trip inspections of their vehicle and equipment, message, or request voice calls with dispatch, play safety announcements, monitor route/trip performance on their section of the route, handle passenger transfer requests, perform APC adjustments (if required), and maintain support screens for testing/diagnostics.

4.2.6.2. Training and Maintenance Logon

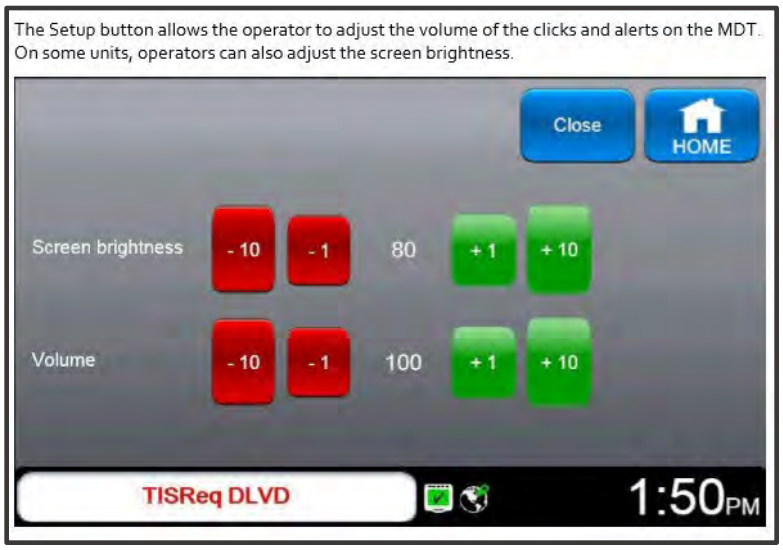
MBL staff will be able to log into a vehicle to perform training operations or maintenance without impacting the passenger information tools or operational reporting. Avail Technologies recognizes that training is essential, and this feature allows your operators to do so in a safe training environment. For this function, the operator selects the "menu" icon on the MDT pictured above. Please note that the driver ID still needs to be entered to use the training or maintenance function. This will take them to the training screen with a "logon" button they select. Once logged in, they can select either maintenance or training. During this mode, the headsign can be configured to show Out of Service, Training, or another message. This will also display on the dispatch map as well. The headsign will be changed to "training" when training is used.

4.2.6.3. Single Point of Logon

The IVU recognizes the operator's ID and pulls the route, block, schedule, and fare information associated with that ID from the backend. This information is also readily accessible and viewable by the dispatcher. Operators will see their performance as they drive the route and be able to interact with the other ITS equipment on the vehicle via this single point logon. Additionally, the operator can communicate with dispatch at the touch of a screen via the canned messages feature.

4.2.6.4. MDT Screens

Once the driver is logged into the onboard system, the first screen they will see is the pre-trip inspection. Once the pre-trip inspection completes its cycle, the MDT screen will then automatically transition to the next screen which includes on-time performance, schedule adherence, route adherence, speed monitoring, and the ability for the driver to see the next three stops. Avail's software tells the driver where to go in an automated process so that there is as little distraction as possible. The following illustrations are examples of what the operator will see throughout the day while using our MDT.



Set-up screen



On time



Early



Late

4.2.6.4.1. Pre-Trip Functionality

Avail's MDT provides a comprehensive pre-trip capability that verifies the CAD/AVL system is functioning and incorporates your driver's vehicle inspection process. For agencies that are still performing manual recording of walk-around inspections, this saves you significant time, money, and paperwork.

Pre-trip functionality is divided into three sections: vehicle inspections, manual checkouts, and automated startup diagnostics. The first of these is the vehicle inspection, which automates recording and reporting of the driver's pre-trip walk around checklist. The driver is presented with a series of checklist screens which **are configurable to match your current pre-trip form.**

The driver must mark each item as **pass** or **fail** and specify a reason for any failures before continuing to the next page in the checklist. The following illustrates examples of a pre-trip inspection and the pass/fail requirement that accompanies it.



passed inspection

failed inspection

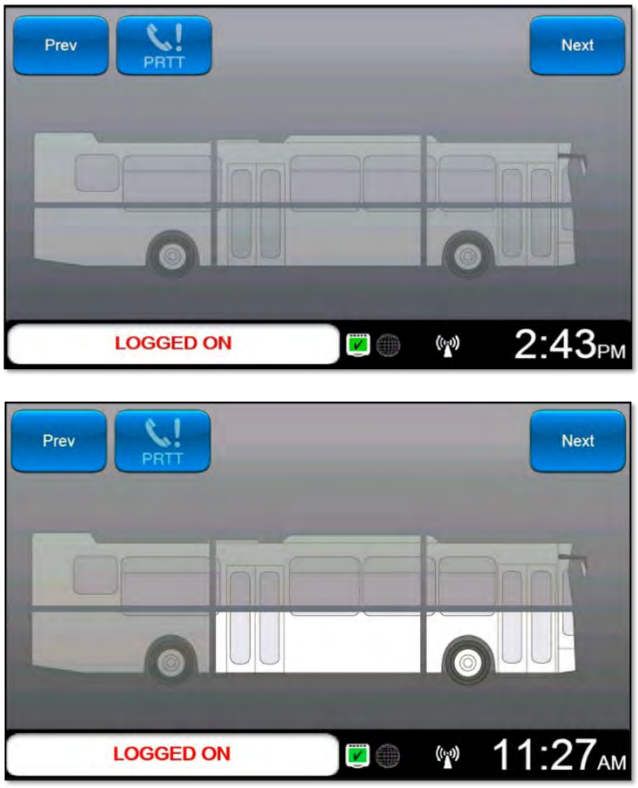


This illustration depicts what the operator will see when the selections above are completely "filled" out

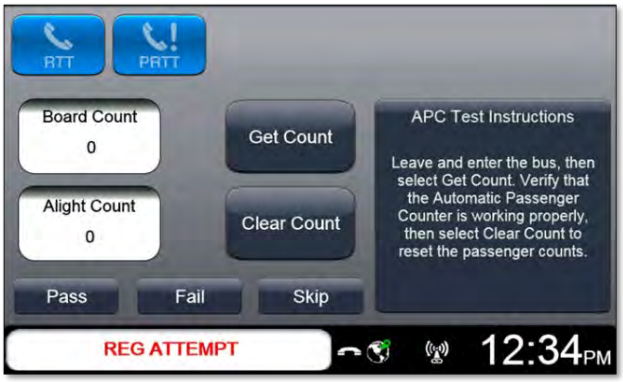


For this screen, the operator will select those items that have failure issues.

The last step of the vehicle inspections section allows the driver to record the location and type of exterior body damage by selecting from images of the front, back, right, and left sides of the bus as shown below. The driver selects the quadrant where damage was observed then selects the type(s) of damage. The illustrations below are examples of what the operator will see for the vehicle body inspection.



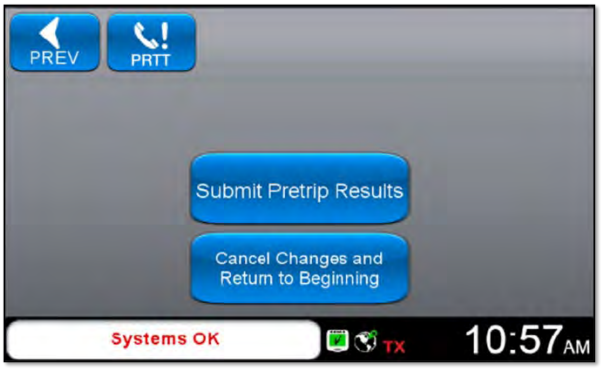
The second step of the pre-trip functionality is the manual inspection of components that are key to meeting ADA requirements and gathering ridership data while in passenger revenue service. These components are APC counters, AVA announcements, and wheelchair lift. Once again, these checkouts are configurable to match your needs. The MDT screens guide the driver through each of the manual checkouts and automatically records and reports the results.





The final section of the pre-trip functionality is automated startup diagnostics. These are fully automated tests that run in the background while the driver performs the manual sections of the pre-trip functionality. These tests verify communication between the integrated systems in the vehicle. The MDT screen shows a summary of the systems that failed Avail's automated test. As with the other sections, these results are automatically recorded and reported.

Once the pre-trip functionality tests are completed, the information is submitted (see below) and the pre-trip report is available to both the operator (MDT screen) and the dispatcher (myAvail). This information is stored in the data warehouse and can be later obtained through the Business Intelligence (BI) reporting module. The timestamped data has vehicle and driver information.



Please note that for critical elements that an agency feels would not allow the bus to pull out, such as a non-functioning radio, they can initiate an email or text to one or more persons within the agency to see that the issue is resolved quickly. The alerts are configurable and can be changed by the administrator.

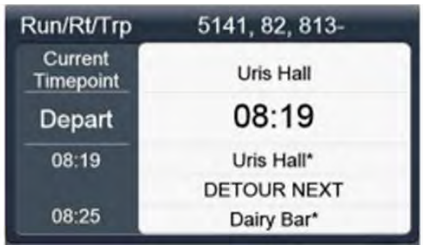
4.2.6.4.2. Post-Trip Functionality

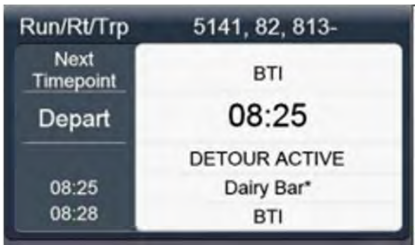
For agencies that are interested in the post-trip inspection feature when the bus returns to the yard at the end of the day, there can be a post-trip check of the bus. At any time during their service day, the driver may select to reopen pre-trip inspection. The first section of the pre-trip functionality test, **vehicle inspections**, is available for the driver to review, revise, and resubmit as needed. For post-trip functionality, the operator may re-open the MDT inspection screen and then submit their post-trip inspection. As with the pre-trip functionality, the results are submitted and recorded with timestamps, driver, and vehicle information for later reporting. Please note that only the first pre-trip section is available. The **manual checkouts** and **automated startup diagnostics** are only performed at initial logon.

4.2.6.4.3. Detours

When there is an active detour on an operator's assignment, they will see notifications on the MDT. The Avail system automatically sends a message to all routes affected by a detour based on date and time. When the operator logs on to the route, the MDT display detour notifications for you. The following illustrations demonstrate what the operator will see when an active detour occurs.

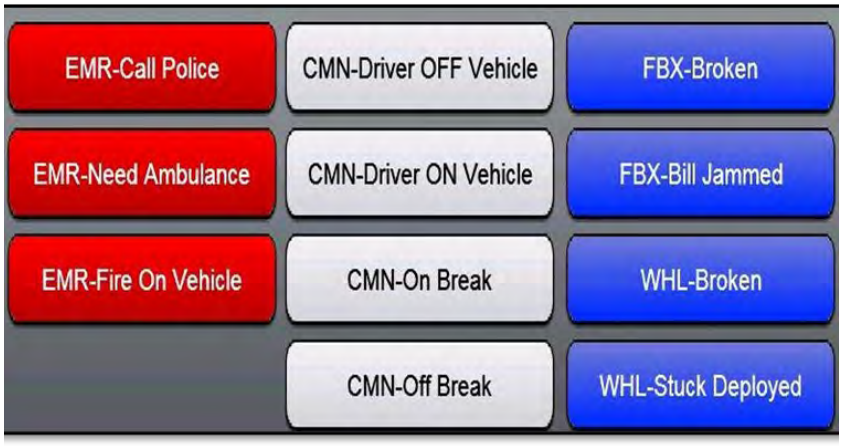






4.2.6.5. Text Messaging

The operator can send canned text messages to dispatch by selecting the MSG icon, on the MDT (illustrated below). When the operator selects this icon, the screen briefly changes, and they are then able to send dispatch a preset message or read a message from dispatch. The three categories illustrated on this screen are emergency (EMR), common (CMN), and wheelchair or farebox messages (FBX/WHL).



4.2.6.6. Headway Spacing

In cases where the operator needs to be mindful of headway spacing, the MDT screen can provide this information to the driver. The following screenshots are several examples of what the driver will see if they are driving a route being monitored by headway. Please note that the spacing between the vehicles is color-coded and will change accordingly depending upon how the vehicles are doing in respect to their schedule.

The system will prompt the operator to GO or SLOW in response to vehicle spacing between their vehicle and the vehicle ahead of you or the "leading" vehicle.

When the operator logs into the MDT, the screen display will look similar to this example. This will change once the operator is on route.





This screen indicates optimal spacing between:

your vehicle GO

leading vehicle 10

trailing vehicle 10

This screen indicates your vehicle and the leading vehicle are too close together or "bunched." To alleviate this, you are prompted to SLOW down.

your vehicle SLOW

leading vehicle 5

trailing vehicle 10



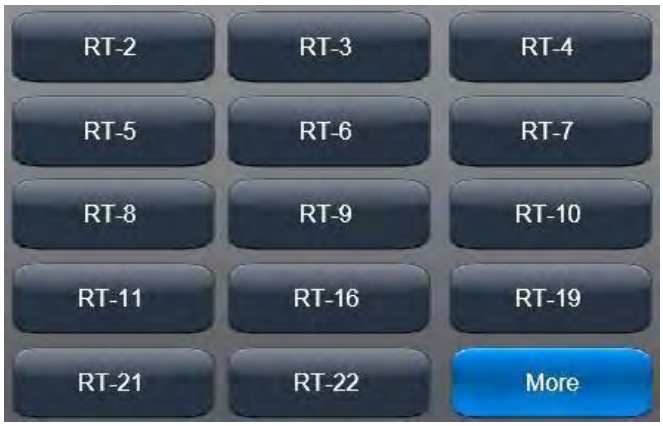
4.2.6.7. Passenger Transfer Request

This feature provides the option for an operator on one vehicle to indicate that a passenger desires a transfer to another route. The in-vehicle system will send the transfer request, and the backend system will determine if the transfer can be supported. If they transfer can be supported, then the backend will send a message to the receiving route's vehicle notifying them of this request. If the transfer cannot be supported, the vehicle making the request will be notified that it cannot occur. The following illustrations depict how this process occurs.

1. Touch **XFER** on the home screen.



2. Choose the receiving route from the list.



3. Notify the receiving vehicle about the number of passengers, wheelchairs, and bikes.

4. Touch Enter/Send to send the request.



4.2.7. Vehicle Health Monitoring

We have the capability to interface with Society of Automotive Engineers standard SAE J1939, which allows us to monitor the communication and diagnostics among vehicle components. We can observe the health of each bus at MBL through the J1939 cable as it is directly plugged into the IVU. From the IVU, the vehicle fault alerts are transmitted over cellular to the backend (myAvail), where dispatchers and maintenance are kept apprised of the vehicle's health.

These alerts generate events in the myAvail maintenance queue, which is part of the dispatcher dashboard, and can be examined through our BI reporting function to provide MBL maintenance staff with the insight and answers that they need.

For fixed route vehicles, our VHM is capable of monitoring and reporting on any diagnostic messages (DM1) active diagnostic trouble code (DTC) with associated suspect parameter numbers (SPNs), and failure mode identifiers (FMIs). Any onboard system connected to the VAN including the engine, transmission, HVAC, and brakes can be monitored. The screenshot below illustrates what the maintenance personnel would see, for an incoming issue.



This feature monitors a variety of maintenance codes that vehicles produce over the J1939 network. The system identifies high priority codes that need to be addressed urgently. This real-

time monitoring allows your staff to tackle maintenance issues as quickly as they are exposed. Once detected, myAvail can send emails or text messages directly to the maintenance staff.

The VHM can monitor a wide variety of issues affecting the bus, including but not limited to:

- Pressures–air, oil, hydraulic
- Braking events–hard braking events, fast acceleration events, anti-lock brake system (ABS) activity
- Temperatures–engine, oil/fluid
- Fluid levels–engine oil, engine coolant, other fluid, and fuel
- Heating, ventilation, and air-conditioning (HVAC)

The myAvail solution only shows the vehicles that have health issues to the person(s) responsible for monitoring. If a vehicle's engine is overheating, this information is prioritized and presented to the dispatcher or maintenance staff with an audible tone to alert the user of the urgency. Additional measures would be available to the user for proper execution, allowing operations to solve the problem effectively and proactively. Our BI reporting tool allows you to run failure reports and get out-of-trend analysis.

4.2.7.1. Real Time VHM Alerts

Vehicle health monitoring alerts are transmitted in real time to the backend system over the cellular data network. The alert, depending upon its configurable priority (5 to 20 seconds), will be sent to myAvail for proper routing to either the dispatcher or maintenance console. The alert will come into either the event queue or timeline based on the alert's priority and potential effect.

4.2.8. Automated Vehicle Announcements (AVA)

Through our IVU and AVA system, we can provide a completely integrated solution for fully ADA-compliant, automated next stop announcements. These announcements can be made in English and in Spanish and seamlessly integrate with our GPS triggered, next stop announcement capability.

The AVA controller can make time based, location based, and vehicle operator initiated announcements/displays by using the public address/announcement speakers and the interior LED signs. The controller also provides an exterior announcement of the current route number and destination when doors open at a stop. At other locations such as major intersections or time points, the controller will make pre-set location based interior announcements.

The system can provide for volume adjustment based on the time of day (quiet hours) and will also support minimum and maximum volume settings. Our AVA equipment also includes an automatic gain control (AGC) feature to adjust announcement volumes per ambient noise inside the bus.

Providing information to your passengers is crucial, and our in-vehicle system keeps them informed with:

- ✓ Public service announcements
- ✓ Transfer updates
- ✓ Stop requests
- ✓ Next stops
- ✓ Exterior route announcements
- ✓ Date and time
- ✓ Safety announcements

ADA announcements: The Americans with Disabilities Act (ADA) requires the ridership, including those that are visually or hearing impaired, to be informed of the vehicle's progress during service. The system automatically makes these announcements without requiring operator actions. The system displays these announcements on interior signs and plays them over the public address system. Transit personnel can add announcements to any stop or locations defined as nonpublic stops. For the system to be able to make the ADA announcements, the operator must log into their scheduled service and the planning staff must assign the correct announcements.

Headsign updates: The system sets the appropriate headsign value and updates it as needed without involving the operator. For the system to be able to perform this task, the operator must log into their scheduled service and the planning staff must assign the correct sign values.

Stop request: When a rider pulls the stop request cord, the system plays a 'Stop Request' announcement and displays a visual confirmation, which displays until the door is opened. Repeated pulls to the stop request cord are ignored until the door is opened and closed.

Basic information: When the interior sign is not showing ADA information or stop requests, the sign displays the current date, time, and the route name or destination as configured. Optionally, the sign can display the operator's name.

Exterior route announcements: When either door is opened and the exterior speakers are functional, the system announces the route name to help riders verify they are boarding the correct vehicle. The system can adjust the volume of the announcement based on the time of day and route. The operator is not involved in making these announcements at all.

Safety announcements: The operator can readily access the safety announcements by selecting the "ANNC" icon below. From here, the operator would select the appropriate safety message. Please note that MBL can have these announcements configured. The announcements, such as "No Profanity" or "No Eating and Drinking," allows the operator to remind riders of the rules without a direct confrontation.

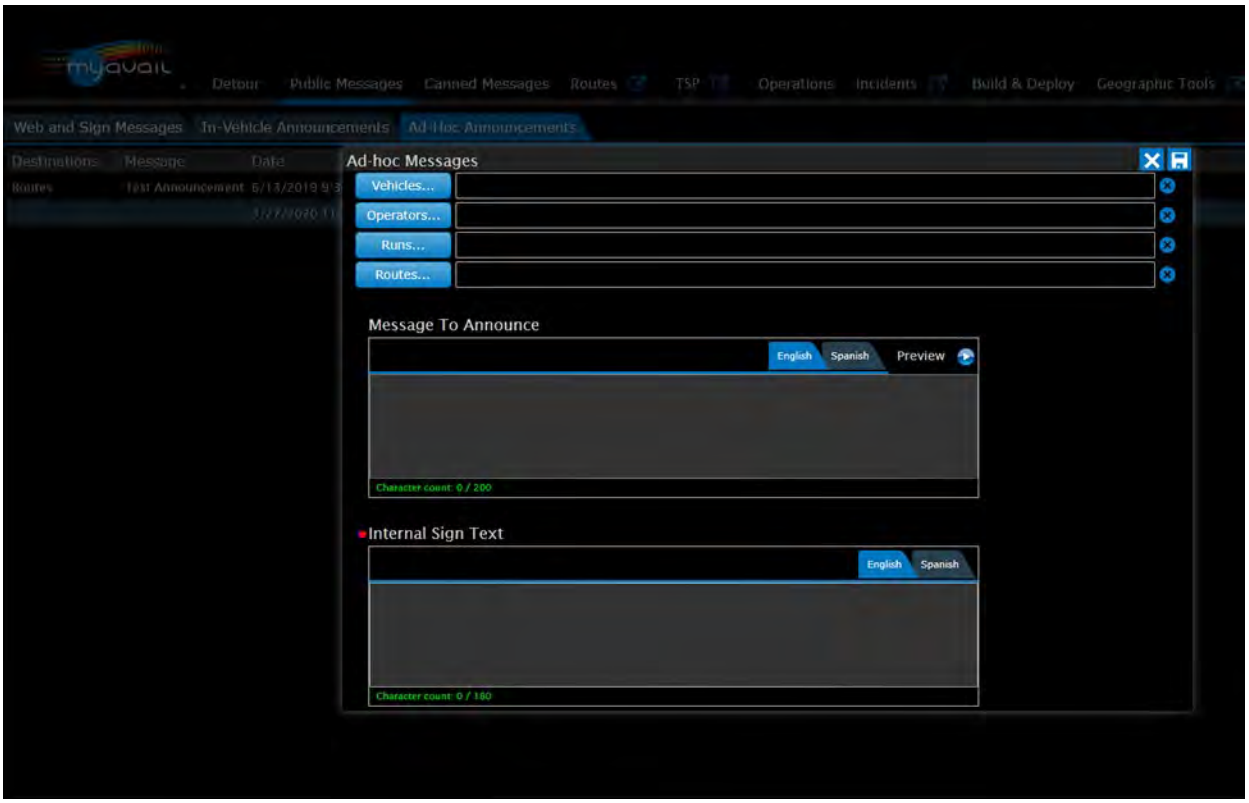


4.2.8.1. AVA Dispatcher Management (Trade Secret)

Dispatchers manage the AVA announcements using the **Announcements** tab, under **Public Messages** in myAvail and assign them at the stop/trigger box level. In addition to the announcements that are associated with specific trigger boxes, the system also provides safety announcements the operator can play as needed. These announcements can be made in English and Spanish; the system is also capable of allowing text-to-speech.

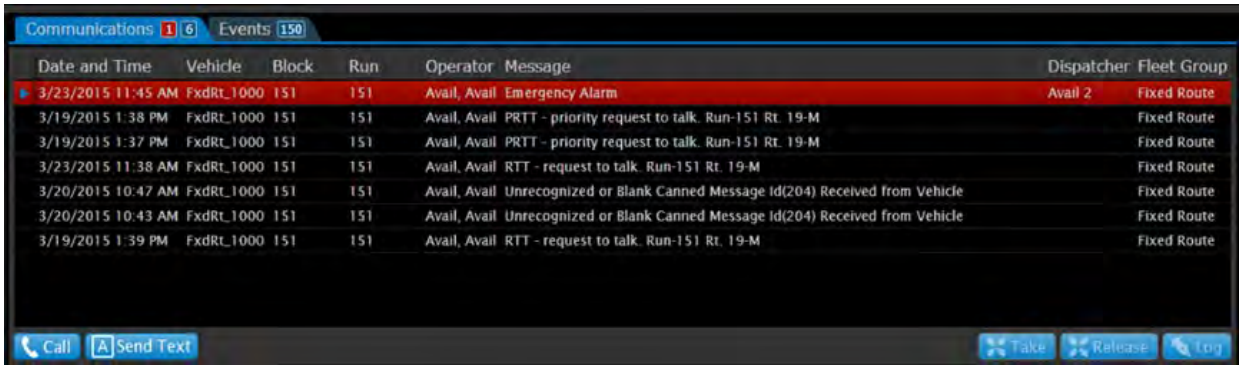
Your dispatchers can use the text-to-speech function to disseminate information to your riders using the **Ad Hoc Announcement** function in the myAvail **Public Messages Tab**.

If a text-to-speech announcement is required, the dispatcher creates an ad hoc announcement and enters the information in the "internal sign text" box. The following screenshot illustrates this capability.

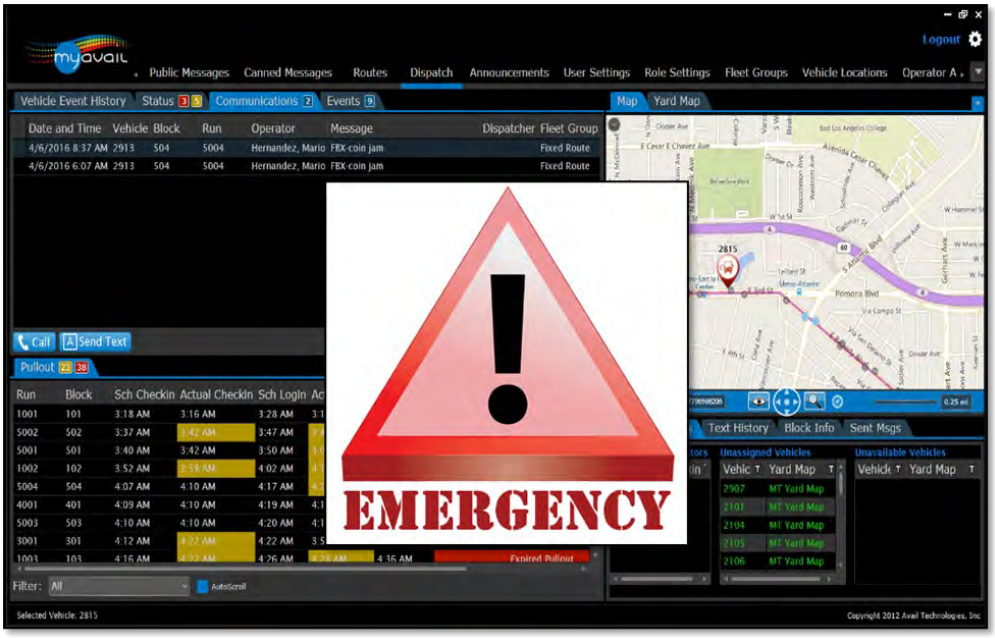


4.2.9. Emergency Alarms

There are two types of emergency events that can be generated by a driver: a silent alarm, where the operator engages the covert emergency alarm (EA) button, and emergency message events. Both types of emergency events are of the highest priority when they are received by dispatch. Silent alarm emergency events are highlighted in red in the event queue. Emergency text messages are highlighted in yellow. This helps to distinguish emergency events from lower priority events. The following screenshot is an example of the event queue with an emergency event.



When a silent alarm emergency event is received by myAvail, an emergency splash screen is displayed, and an emergency sound is played on the PC until a dispatcher takes ownership of the event. Emergency events are displayed on **all** myAvail dispatch workstations regardless of the fleet groups being monitored by the dispatcher



4.2.10. Automatic Passenger Counter (APC) – IRMA (Option)

If MBL is interested in replacing all its current InfoDev APCs, Avail recommends and can provide pricing for the IRMA Matrix. The IRMA MATRIX is the 5th generation state of the art APC sensor of iris-GmbH. The IRMA MATRIX uses time-of-flight (ToF) technology to generate a 3D image for count processing. With a resolution of 500 pixels (25x20), one pixel can measure 4,096 different height values. Generally speaking, one sensor is sufficient for a standard door in North America. The data collected can be transmitted to an on-board intelligent device via Ethernet and CAN, or alternatively with a gateway via J1708, RS232 and RS485. Based on bus type (i.e. low-floor or high-floor buses), a specific firmware per type is available. The IRMA MARIX sensor has an accuracy rate of 98% based on raw data collected from revenue runs.

The image generated by the sensor allows reliable identification of passengers and movement pattern, such as direction and speed of movement. It also can measure the height of individuals. The sensor is also capable of recognizing bicycles and strollers/wheelchairs. Pilot projects for this kind of object counting are presently running in Europe and the United States. IRMA MATRIX ensures high counting accuracy independent of color, temperature, and moisture, as well as in darkness, strong sunlight, and reflections.



4.2.11. VoIP (Trade Secret)

Avail has developed a robust Voice over IP (VoIP) solution across public cellular carriers that can utilize either an Avail deployed, or an existing customer provided cellular data communications system. Our VoIP solution is hosted in Microsoft Azure and leverages open-source communication standards for all VoIP call management. The VoIP communications software is supported by our own myAvail suite for all voice call setup and management, with redundant commercial off-the-shelf VoIP servers serving as the "VoIP Application" behind the myAvail suite.

The VoIP servers Avail has selected powers IP based PBX systems, VoIP gateways, and conference servers. Additionally, it is used by small businesses, large businesses, call centers, carriers, and governments worldwide.

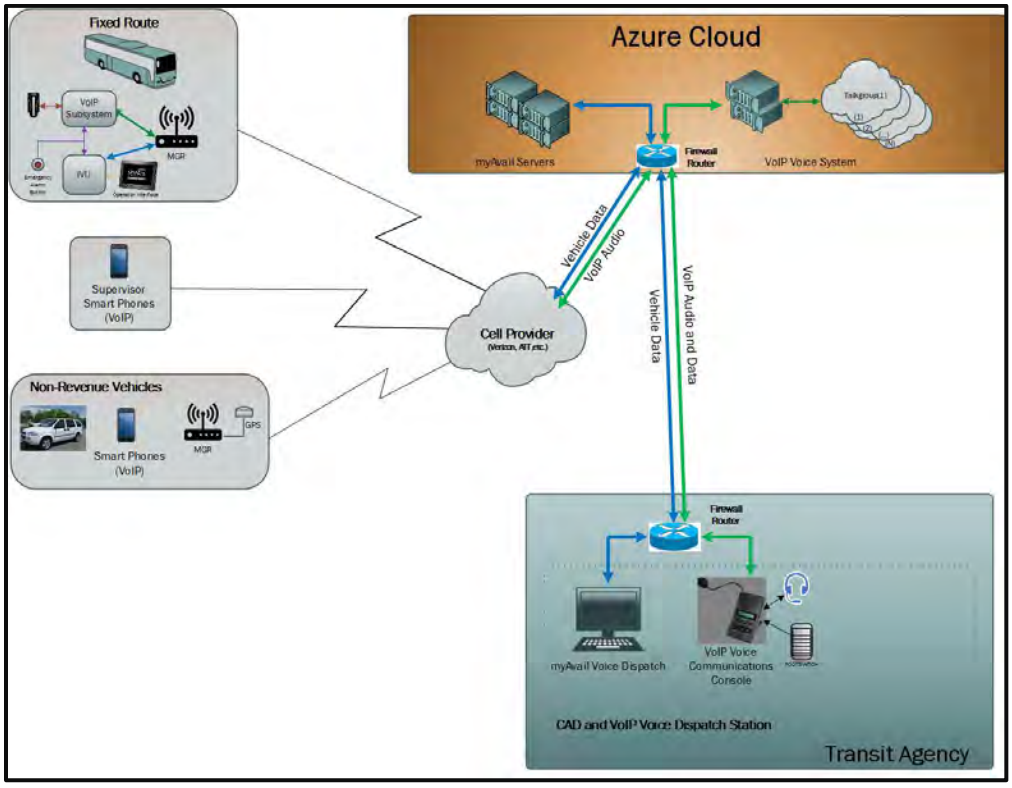
While dispatchers and supervisors will interact with myAvail directly for voice call set up, the myAvail suite will interface with the VoIP servers and voice communications console through APIs for the actual VoIP call management and voice talk group selection. This implementation provides a seamless operation for users to streamline their voice call process.

The myAvail VoIP option maintains the same look and feel as a conventional voice radio system to its users, except that instead of the voice conversation being over a radio system, the conversation will be carried over the cellular digital IP data system. Our robust VoIP solution can utilize either an Avail deployed, or an existing customer provided cellular data communications system.

Given that voice communication is critical to the overall fleet operation, Avail has taken every precaution to implement a VoIP solution that will meet the most rigorous transit demands from both a system and functional perspective.

4.2.11.1. Wireless VoIP Gateway

For the VoIP Servers and wireless Gateway equipment, Avail is providing redundant VoIP Servers and wireless Gateway equipment which provide an automated failover to the backup equipment if the primary equipment fails. The diagram below provides a visual representation of the connections and flow of voice traffic between the dispatcher and the fixed route and non-revenue vehicles.



To ensure a robust and **failsafe configuration** for VoIP, Avail's implementation minimizes failure paths within the in-vehicle components. To accomplish this, Avail has combined our rugged and proven Communications Control Module (CCM) with a commercial off-the-shelf VoIP unit into

the Avail VoIP Module for the in-vehicle solution. This configuration only requires that the cellular MGR, the Avail VoIP Module, handset, and interconnect cables remain intact to provide basic VoIP voice call capabilities.

4.2.11.1.1. Vehicle Hardware

The Vehicle Computer (IVU) provides all the processing, business logic, MDT display interfacing, operator interactions, control, data communications and vehicle component interfaces (AVA, J1708/1587, J1939, discrete, etc.). The vehicle computer incorporates a solid-state hard drive and Intel processor in a fan less chassis.

4.2.11.1.2. Avail VoIP Module

This commercial VoIP unit is a full featured standalone hardware/software VoIP device running a full TCP/IP stack within an embedded real-time OS. The module incorporates an audio pre-amp for the handset/covert mic and a 5W audio speaker output. It is also comprised of the Avail Communications Control Module (CCM).

The CCM, is a fault tolerant IO and audio management device that is used in both VoIP and Land Mobile Radio (LMR) deployments. The CCM manages various IO and Power sources to ensure that basic voice communications are available.

4.2.11.1.3. Covert / Silent Alarm Switch and Covert Microphone

As with the closed mic radio system, The Avail VoIP fixed route vehicle solution will be equipped with a covert microphone and silent alarm switch located in a discrete location near the vehicle operator. After the operator has pressed the silent alarm switch, the operator will see a discrete indication on the driver display when a dispatcher takes the silent alarm event.

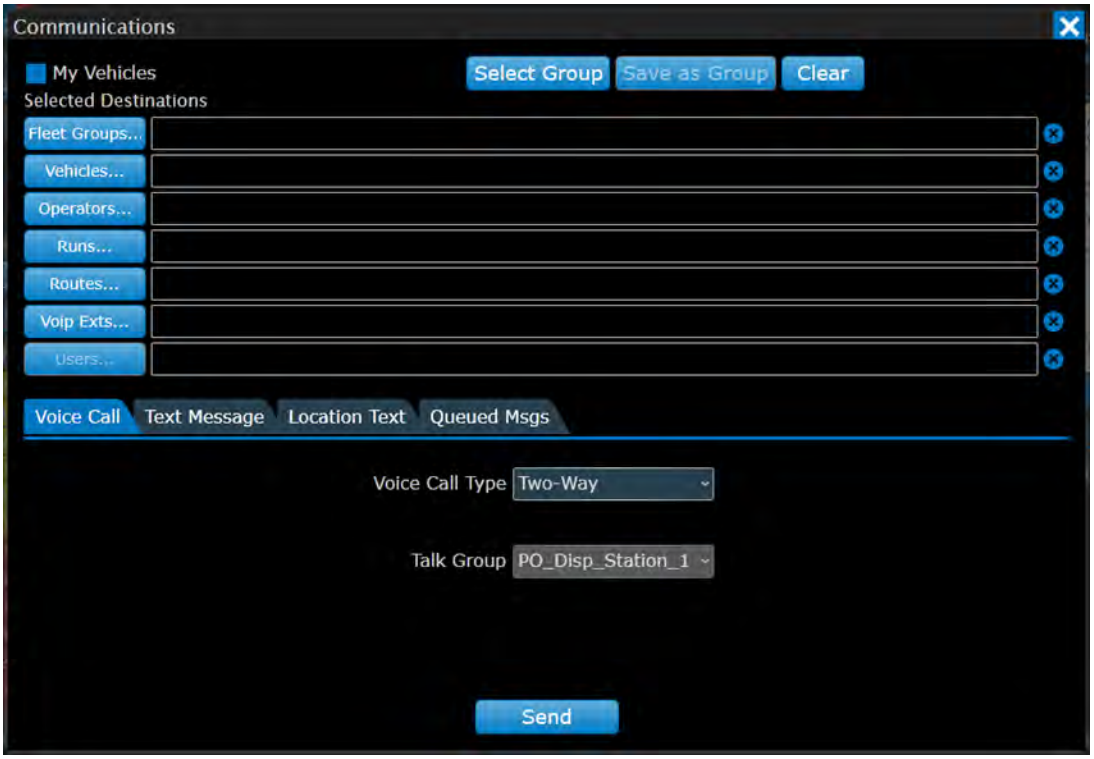
Normally, the colon in the time-of-day field on the driver display (MDT) flashes every second. Once a dispatcher has taken the silent alarm emergency event, the colon for the time-of-day stops flashing and remains constant. This lets the driver know that a dispatcher is aware of the situation. If the dispatcher starts covert monitoring on the vehicle, the colon for the time-of-day disappears. This is to inform the driver that there is a covert monitor in progress.

The dispatcher ends the silent alarm event and covert monitoring when the event is closed and then logged on the communications queue screen. When the silent alarm event is logged by the dispatcher, the colon for the time-of-day field on the MDT returns to normal, flashing again. Only the dispatcher can end a silent alarm event.

4.2.11.2. Voice Call with VoIP

Much like a radio call, the dispatcher will click on RTT/PRTT event in the Communications queue (found in the dispatcher dashboard) and from there, the screenshot below illustrates how the dispatcher can initiate one-way or two-way voice calls, by selecting the appropriate option from

the Voice Call Type field. Calls can also be set up for specific talk groups by selected the appropriate option in the Talk Group field. Individual vehicles or groups of vehicles can also be selected based on Vehicle IDs, Operators, Runs, Routes, Fleet Groups or by selecting the VoIP extension field options, also illustrated below.



Once the dispatcher selects the vehicle or vehicles to have a voice call with, the control information is sent to these vehicles across the data network. Once received by the selected vehicle(s), an audible tone and pop-up message are generated on the vehicle display (MDT) alerting the operator to pick up the handset, completing the call set up, and connecting the dispatcher and vehicles allowing voice communications.

4.2.11.2.1. One-Way and Two-Way Calls

When dispatch initiates a two-way voice call, the MDT will provide a distinct audible tone and visual indication that a two-way voice call has been engaged (see below). At this point, any voice traffic from the dispatcher can be heard through the handset's cradle speaker. Once the vehicle operator picks up the handset, the cradle speaker is muted, and the audio is routed to the handset's earpiece. The vehicle operator can push the handset's push-to-talk button to begin speaking to the dispatcher through the mouthpiece.



When dispatch initiates a one-way voice call, audio is routed to the handset's cradle speaker and then routed to the handset's earpiece if the handset is removed from the cradle. The only difference with a one-way voice call is the vehicle operator **cannot** talk during the call, they can only listen. The handset microphone is muted for the duration of the call.

4.2.11.2.2. Dispatch Console

Dispatchers will utilize the VoIP Voice Dispatch Stations for all voice call communications. The Voice Dispatch Stations are a four line/channel VoIP SIP endpoint device capable of connecting four simultaneous VoIP call sessions.

Each of the channels are fully independent of each other, with separate PTT, volume control, status indicators, etc. for each channel. This allows the dispatcher to participate in or just monitor up to four voice calls sessions simultaneously. The image below shows the VoIP dispatch station.



The Voice Dispatch Station includes an LCD display that will depict a "Name" for each channel as a reference, such that it matches what is presented on the Dispatcher's Voice Call Setup screen in the Extension field. Once the dispatcher is in an active call, there is an LED indicator above the PTT button that indicates what channel is currently active and in a voice call session is active. Once connected to a voice call, or just monitoring existing voice calls, the audio is played through the Voice Dispatch Station's speaker.

The user can adjust the volume on each of the channels independently. Pressing the PTT button for a channel on the Voice Dispatch Station allows the dispatcher to participate in an active voice call on that corresponding channel. Mapping of Voice Dispatch Station channels to active voice call is managed via the dispatchers' voice call configuration(s). At least one channel will be reserved for active voice calls that originate from the dispatcher's CAD station, while the others would be used to monitor other active voice call sessions.

4.2.11.2.3. VoIP Call Recording

All voice VoIP voice calls are recorded and saved for reviewing later. These include one-way, two-way, unit, group, and covert mic type calls. myAvail uses a unique session ID that associates voice calls originating from dispatchers or road supervisors to a recorded session for that call. Each voice call session within the myAvail system includes talk-group, originator, participants, date, time, unique session ID, and call setup status as metadata associated with the voice call session.

Review and playback of recorded voice sessions are managed through myAvail for authorized users only. Voice call recordings and their meta-data are associated using the unique session ID assigned at the voice call setup.

Archiving and deleting of recorded sessions are also managed through myAvail administration and maintenance screens, and again only for authorized users. Storage of the recorded sessions are transferred from the VoIP SIP server to a hosted redundant storage location on a periodic basis.

4.3. Ubisense

Avail has partnered with Ubisense to provide MBL with a Yard Management solution as described in the RFP and addenda. Avail has included Ubisense's proposal in the Appendix of our proposal which details all the functional and technical details of the Yard Management solution. Please note that Montebello is responsible for providing an appropriate, temperature-controlled area in both dispatch and maintenance buildings to house the IT equipment associated with the CAD & Yard Management systems. Avail Technologies has made assumptions based on the yard management installations where the conduit is not included. If California building code requires conduit, installation pricing may change to meet requirements.

4.4. CAD/AVL Software

The CAD/AVL component of this system has amenities that are requirements of this RFP as it contains pull-in/pullout capability, on-time performance monitoring and tracking, pre- and post-trip monitoring and reporting, vehicle health monitoring with extended analytics, detour management, incident management, real-time, next-stop AVA announcements, multi-language text-to-speech engine, real-time tracking of your fleet with user-friendly maps that contain graphical user interfaces (GUIs), and much more. The data and analytics of these features are stored in the database; when a report is required on a certain feature or topic, this information is readily available in our BI, all with the click of a mouse.

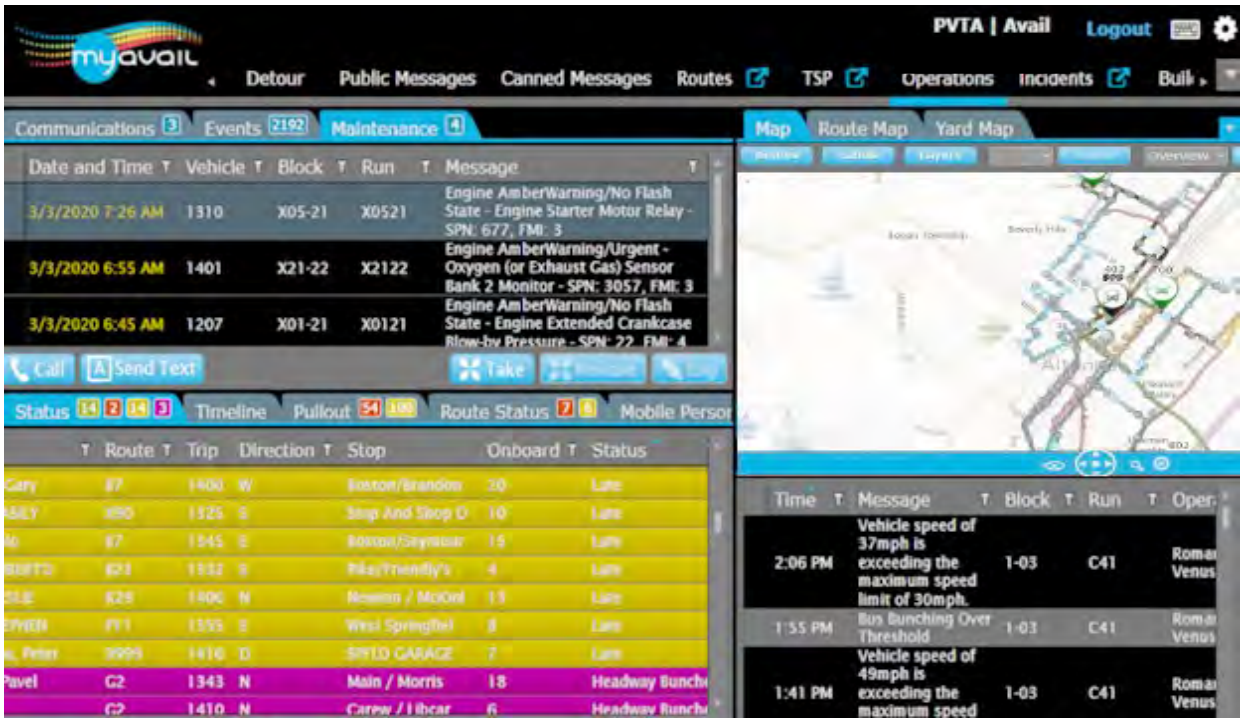
As the in-vehicle area network communicates in real-time to the backend (myAvail) through the MGR, our customers get the real-time data and dispatching information they need, when they need it. Even in remote areas, myAvail offers dispatchers, maintenance, and supervisors real-time information on their fixed route services. In addition, we have developed a predictive analytics feature which provides real-time insights that "predict" future problems and help identify which suites those problems could be examined through, such as Timeline, Route Status, Schedule Status, or Business Intelligence.
Avail's CAD/AVL is designed to support dispatch, operations supervisor, road supervisor, maintenance, and other positions, as needed. The following bullets provide a brief overview for each position.

- **Dispatch:** This position within ETMS allows the dispatcher to have access to the dispatch dashboards, track daily operations, see the on-time schedule performance of each route, and communicate with the bus operators.
- **Operations supervisor**: This position allows supervisors (supervisors/managers/directors) to view current operations and step in to provide direction as needed. The configuration is similar to that of a dispatcher.
- **Road supervisor**: This position allows field staff to access myAvail on a tablet or laptop in their vehicle. This is configured for the resolution of immediate issues and takes the limitations of the portable device into consideration.
- **Customer service:** Avail designed this position for properties where the customer service staff handle complaint resolution and monitor the system for potential problems.
- **Maintenance:** The maintenance position leverages vehicle health information (and if applicable, the Transit Assets Suite) to facilitate more efficient operations. This position allows maintenance to monitor the health of the equipment on the vehicle and to assist in locating vehicles that need retrieval or assistance from maintenance.

4.4.1. Computer Aided Dispatch (Trade Secret)

For decades, Avail Technologies has been revolutionizing the ITS industry by spending time with customers and paying attention to the roles and job functions that they perform in their public transit agency positions. We understand what it takes to be a dispatcher. That is why the Operations Suite within myAvail ETMS readily displays the following information for the dispatcher:

- ✓ Schedule adherence (OTP)
- ✓ Timelines
- ✓ Decision support
- ✓ Headway management
- ✓ Service restoration
- ✓ Route adherence
- ✓ Morning pullout
- ✓ Communication queues for point of contact(s) to the bus operators
- ✓ Road supervisor coordination
- ✓ Detour management
- ✓ Incident management
- ✓ Real-time map views of enroute vehicles



Dispatcher dashboard

As the above screenshot illustrates, the myAvail dispatcher dashboard allows dispatchers to see **everything** they need to perform their job. (Please note that the above is a condensed dashboard as it is typically broadcasted across two monitors. In addition, each of the above quadrants can be "popped out" for sole viewing.)

While dispatch is interacting with operators and maintenance, and viewing routes and vehicles in real-time, behind the scenes, myAvail is performing another aspect of their job. By querying data set to specific parameters agreed upon with MBL, myAvail monitors for potential vehicle issues.

This proactive vehicle health monitoring allows dispatchers to focus on the bus drivers, while having the peace of mind that trends or specifications for the vehicle are being continuously checked.

4.4.1.1. Schedule Adherence (Status Screen) (Trade Secret)

For schedule adherence, the system calculates on-time performance by taking the scheduled time from MBL's active schedule for all timepoint locations in the system and compares the scheduled arrival or departure time directly to the when the vehicle enters or exits each designated timepoint location using the GPS and atomic time on the bus.

At the arrival and departure of each timepoint location, the vehicle automatically sends in a timepoint report over the cellular data network which then gets processed by the system. Realtime updates are sent to dispatch and all connected real-time passenger information outlets, so the operations team and riders are always given the most current schedule adherence information.

Threshold levels are configurable down to the minute and second. For example, you can define "early" as leaving one second before the scheduled departure time and define "late" as leaving five minutes past the scheduled departure.

The **status** screen within the dispatcher dashboard illustrates our schedule adherence capability and monitors other key elements of fixed route operations. The following screenshot illustrates what dispatch sees when they are logged into myAvail using the Operations feature.

Please note that all the other tabs (red border) are readily available; the dispatcher can toggle back and forth between them. The dispatcher also can pop these features out and examine more than one aspect at a time.

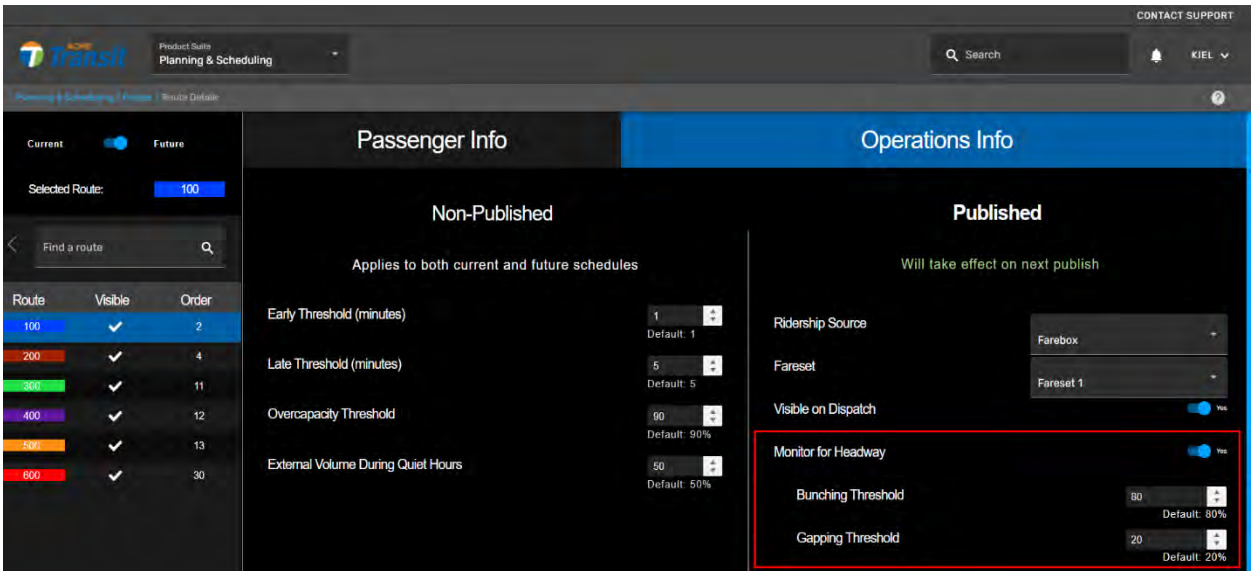


	Route	Trip	Direction	Stop	Onboard	Status	Dev	Empl Num	Pullout	P
IBERTO	B23	1332	S	Westfld/Shamptn	3	Early	-10	1213	11:23 AM	7
ANSICO	X90	1345	S	Memorial / Pend	19	Early	-2	1234	1:30 PM	9
nn	P11	1400	S	Homestead / Mem	5	Late	6	1258	7:23 AM	1
Carl	X92	1400	S	Roosevelt/Peer	11	Late	8	1247	10:59 AM	6
HARLENE	X90	1355	S	Memorial/Cecile	26	Late	9	1225	7:00 AM	7
hael	LOOP	1350	N	Main / Park	5	Late	6	1515	9:25 AM	3
BERTO	B7	1335	W	State / Cortlan	22	Late	8	1063	9:12 AM	2
nna	G1	1400	S	Court Square	10	Late	7	1343	6:15 AM	1
EPHEN	P11	1355	S	Lower Westfield	9	Late	6	1275	1:40 PM	3
THEODORE	9999	1400	D	SPFLD GARAGE	24	Late	9	1319	2:00 PM	2
RUDY	9999	1355	D	SPFLD GARAGE	27	Late	9	1291	1:55 PM	3
Pavel	G2	1343	N	Belmont / Woods	7	Headway Bunched	6	1335	6:06 AM	1
ald	G2	1340	S	Main/Boylston	9	Headway Bunched	2	1371	1:09 PM	3
HRISTOPHER	B7	1415	W	Eastfield Mall	18	Trip Start	0	1167	6:23 AM	1
Richard	9999	1405	D	Olver Pavilion	19	Trip Start	0	1377	6:42 AM	2
DANIEL	G1	1340	N	Grove / Court (	14	On Time	4	1346	6:22 AM	1
rry	G2	1350	N	Saint James / H	37	On Time	4	1127	5:45 AM	9
NCENT	B6	1340	W	Bay / Buckingha	20	On Time	4	1151	5:03 AM	1

This screen illustrates how the vehicle is performing in respect to its route adherence and on-time schedule performance. Our color-coded design allows dispatchers and supervisors to see the status of each vehicle (**early, late, on time**) on the route and whether they are adhering to their route and schedule or deviating from it. The dispatcher is also able to track MBL's vehicles on the Operations screen/map; this information comes from our IVU's connection to the GPS/dead-reckoning unit, which continuously updates the vehicle latitude, longitude, speed, and direction.

4.4.1.2. Headway Management

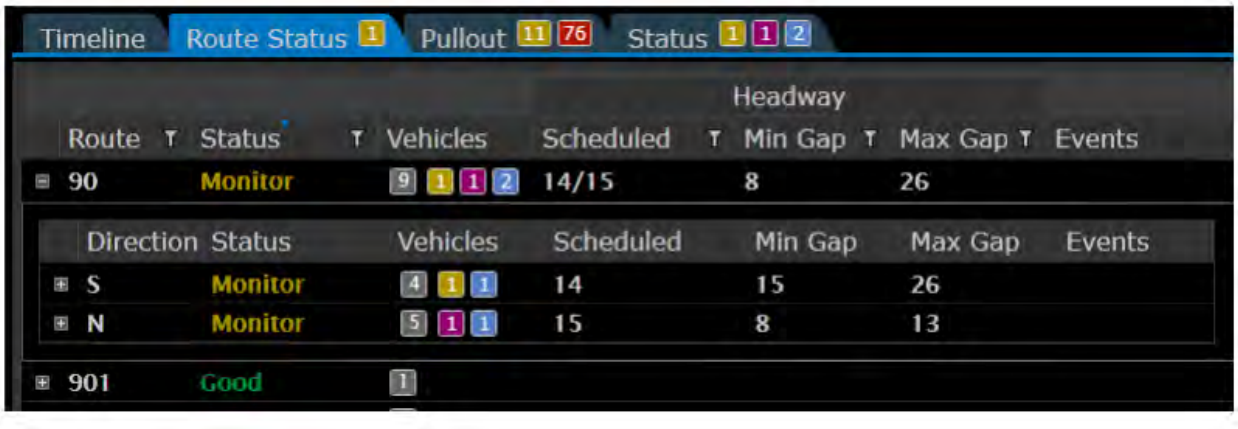
Avail's headway management can be turned on for any route. The user can configure bunching and gapping thresholds, which trigger events and status changes (illustrated below). The thresholds determine how far apart a bus can be between the leading and trailing bus. Drivers are also given notification if they should slow down, wait at stops, or continue to help with proper spacing.



Headway spacing is also shown to users under the route status. This display has an intuitive visualization of vehicle spacing for the user. It displays the vehicle position along the route, current vehicle state (early, on time, late) and current headway adherence. The headway display can provide information on the quantity of buses and headway compliance along a selected route, including the ability to distinguish between different route path variant. It allows the user to see a single route or multiple ones, depending upon how the dispatcher has their screen configured.

It can illustrate bunching (purple) and gapped (blue) and will also show the smallest gap and largest gap currently between vehicles on this route. The scheduled headway will be displayed in the events column, where it shows events that have been generated related to this route. Examples include bunching over threshold (when two buses have been bunched for a period of time) or gapping over threshold.

When the dispatcher clicks on a route in the route status tab, it will display just that route in the route map. With this feature, dispatch can view that route individually on a map, which allows them to see how the vehicles are spaced on the route.

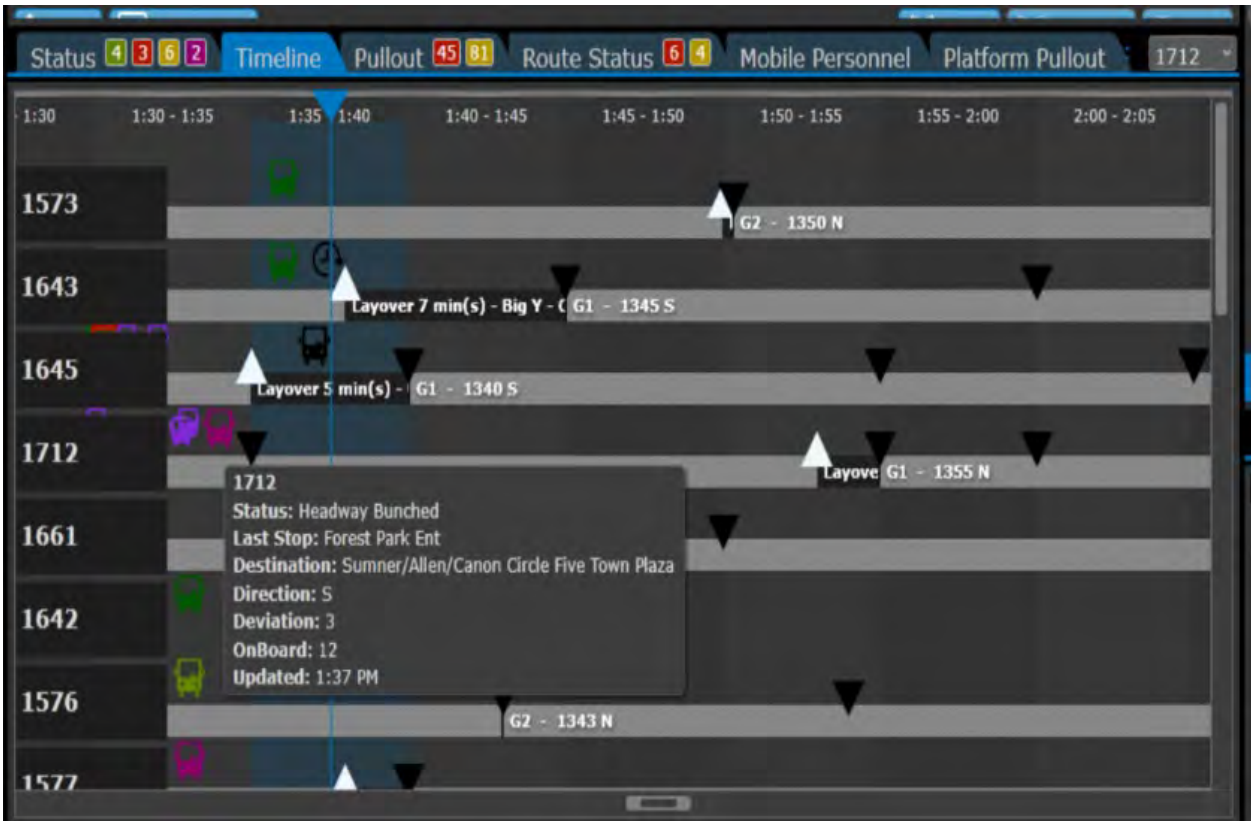


4.4.1.3. Timeline *(Trade Secret)*

The timeline screen in the dispatcher dashboard allows dispatchers to watch specific vehicles over time. Each bus icon represents a fixed route. This tool is also extremely useful for headway, as illustrated below. It can display timepoints and stops located proportionally along the route path. It can track and display the total online buses in each direction as well as offline buses in categories (layover, pull-out, pull-in, deadheading). Lastly, it also highlights and identify areas of vehicle bunching or gapping that require intervention to maintain and control reliable service.

This feature allows dispatchers to see how vehicles are running and how this might affect future transfer connections, crowding, driver reliefs, and schedule adherence. This differs from the schedule status shown above, because the timeline allows you to see historical information for the entire day for that particular vehicle.

The dispatcher can also hover over any vehicle and see not only its current adherence, but also how many times it has been late, on-time, or early, for the last (x) number of time points and act if needed.

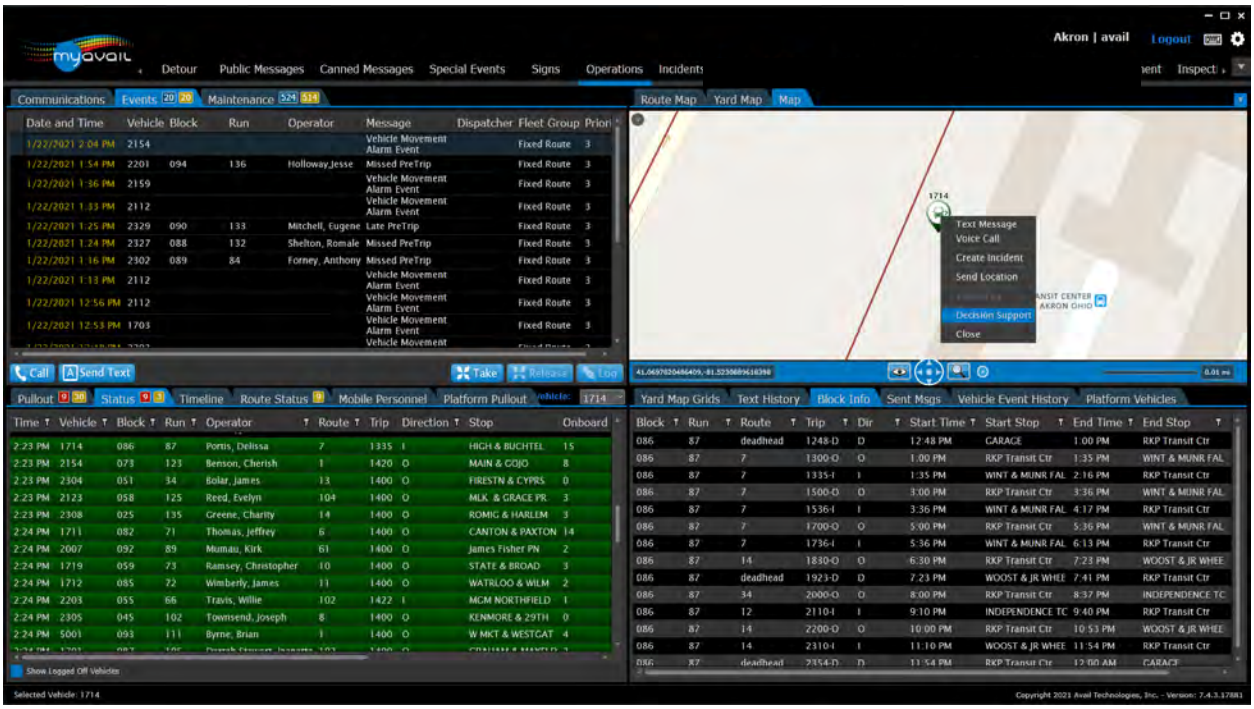


Information on the timeline screen

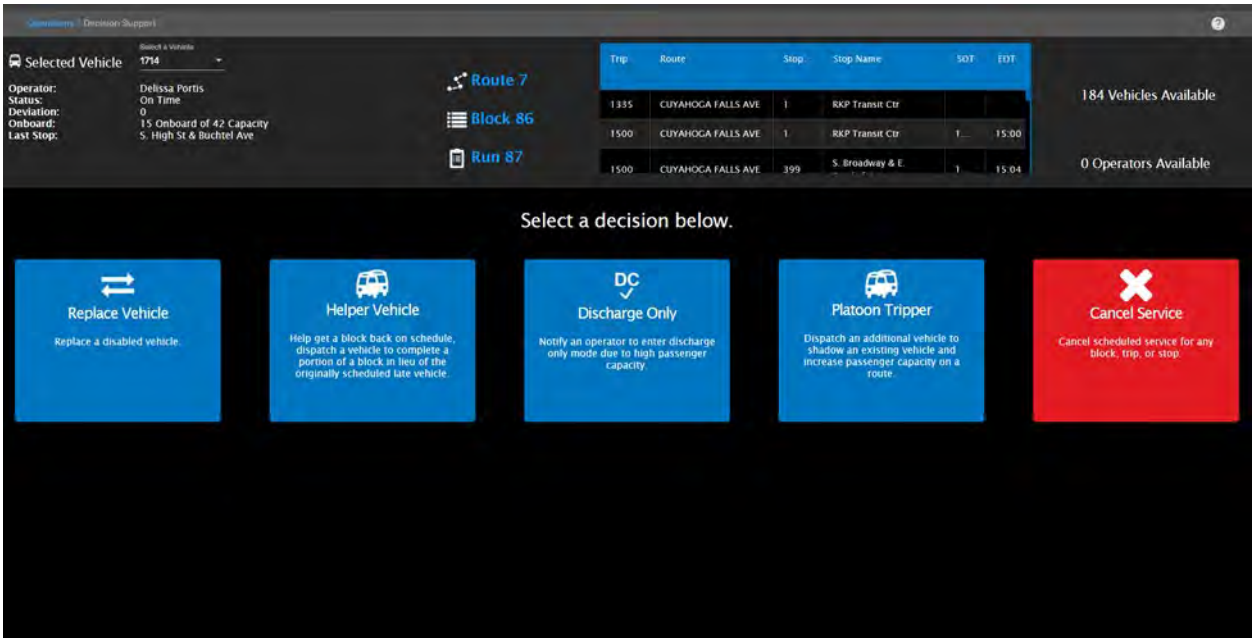
4.4.1.4. Detour Management & Decision Support (Trade Secret)

Decision support and detour management are both functions that are included with myAvail and can assist an agency when an accident occurs, an emergency happens, relief is needed, or there is a maintenance issue with the bus.

With decision support, the dispatcher selects the vehicle of interest either on the map or in the status bar, and right clicks on it. The right-click menu will open and the dispatcher has the option to select decision support, illustrated below.



Once the decision support is selected, the following window will open with the vehicle's pertinent information and dispatch can select the appropriate option for support.



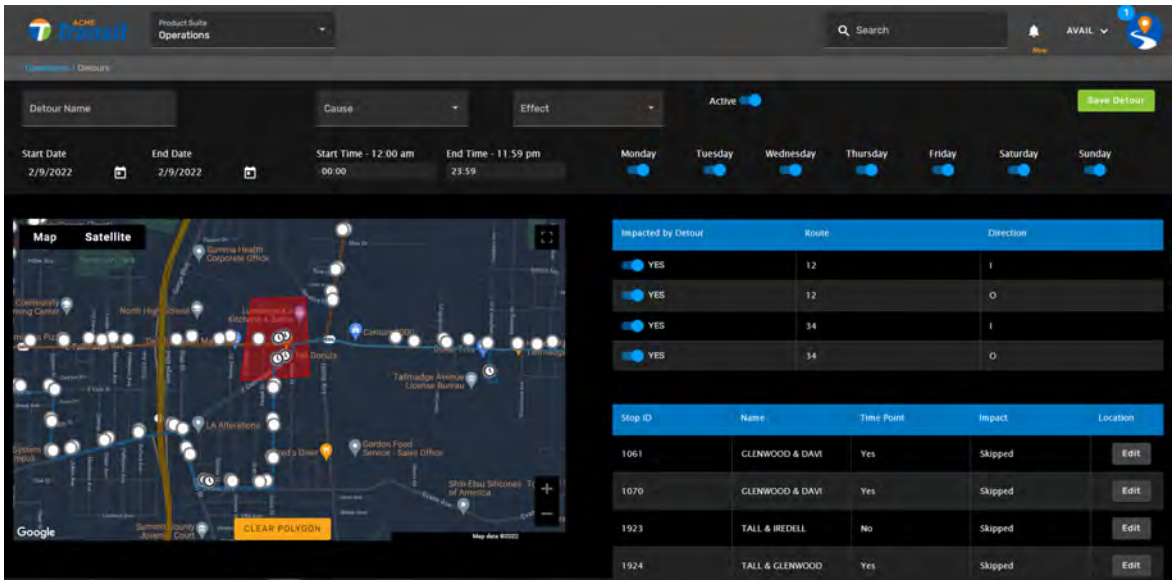
Detour Management

Avail understands that MBL is looking for a solution that has a strong detour management component. Avail's detour management allows the dispatcher or planner to create new routes when detours are needed by selecting the affected area on the map. Once the detour is created, and the duration of the detour is determined, this information can then be readily shared, in real time, with the operator and the public.

The detour functionality can create ad hoc or planned detours and informs operators and the public about these changes to service routes. This tab uses a Google Maps base that supports full-screen maps, satellite view, and street view. Our detour management functionality includes the following features:

- ✓ Ability to plan and define the start and end date and start and end times within each day for the detour.
- ✓ Ability to create detours in real time/ad hoc.
- ✓ Ability to draw a temporary trace on the map of the detour.
- ✓ System detection of the routes and stops affected by the detour.
- ✓ Affected stops are automatically disabled for route and schedule adherence.
- ✓ Illustrates the affected stops in the RTPI system.
- ✓ Automatic and/or manual creation of a detour message to vehicles on the affected routes.
- ✓ Automatic and/or manual creation of a public service message in the RTPI system.
- ✓ Automatic and/or manual turn-by-turn directions to be sent via text message to desired vehicles or routes impacted by the detour.

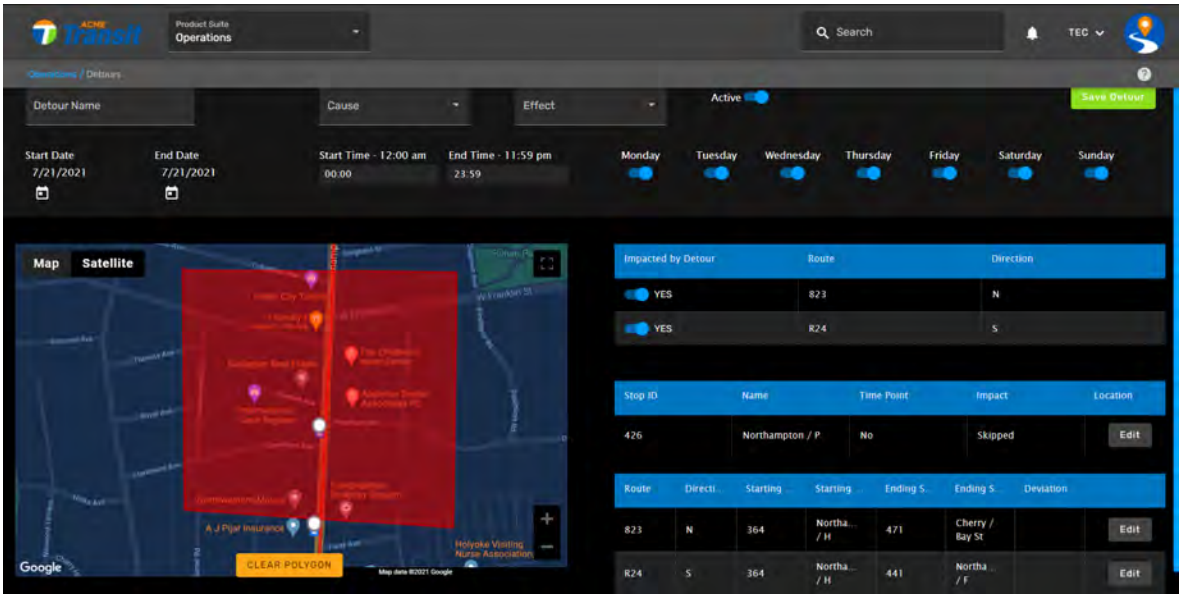
To create a detour within myAvail, a dispatcher or planner uses myAvail to define the detour (illustrated below). The user simply draws a polygon on the map with their mouse where the affected area will be. The user can zoom in/out using the plus/minus buttons, or if they prefer, they can pop out the entire route map by using the full screen option.



Once the drawing is completed (illustrated below) the selected area automatically populates the routes that are affected in the "impacted by detour" grid (right of screen). Routes can be changed accordingly, and stops can be adjusted in the "stop ID" grid.

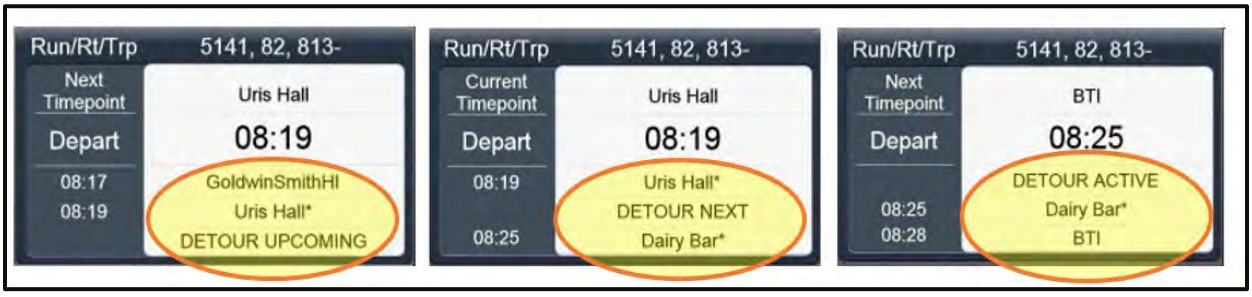
The user can name the detour, set the start and end dates, set the start and end times within each day that the detour will be in effect, and the cause/effect of the detour (accident/reroute).

The detour map traces the new travel pattern for the detour. This feature is useful where only one route is selected, or several routes are going through an area that needs to be avoided because of road construction or an accident.



Once the affected route(s) and stops have been identified, adjusted accordingly, and saved, the dispatcher can automatically update the agency's URL or the passenger application myStop® to make riders aware of the detour. The dispatcher also has the option to automatically update public service messages displayed on all RTPI media including wayside signs.

Avail's detour management function provides the dispatcher with the ability to automatically generate turn-by-turn directions for the detour. These directions are sent as text messages to the drivers on the MDT. If needed, the dispatcher can edit these directions. The illustration below depicts what the bus operator will see.



4.4.1.5. Service Restoration

Another area of strength for Avail is the ability within the CAD/AVL software to provide service restoration for service disruptions. myAvail has advanced service recovery features including functions to aid the dispatcher with day-to-day service disruptions. These include typical service recovery situations where dispatchers may need to cut service for a short turn or add service to handle an unexpected passenger load.

To cut service, myAvail allows the dispatcher to select the portion of the block that will not be serviced due to the cut. For a short turn, this could be as simple as selecting the stop where the short turn will take place. From this point, the system knows to cut service to the end of that trip. It is also possible for the dispatcher to select a portion of a block that includes partial trips or multiple trips. Once the dispatcher has selected the service that will be cut the system handles the following:

- ✓ Removes arrival/departure information for the skipped stops in all the passenger information portals.
- ✓ Logs a cut service event, including the trips affected and the missed mileage on these trips.
- ✓ Creates a text message to the affected vehicle where the short turn should occur.
- ✓ Sends an email to a configurable group of people about the service change.
- ✓ Creates a message to passenger information portals about the service change.

- ✓ Incorporates the missed mileage into reports, such as revenue mileage/hours and NTD reports.

To add service, dispatchers can add temporary blocks or add trips to an existing block to meet passenger demand. The dispatcher can assign a vehicle to that block and when the operator logs on, the schedule data for that block will be downloaded to that vehicle. The arrival/departure information for the stops on this block will then be included in all the passenger information portals.

4.4.1.6. Communications, Events, and Maintenance Queues (Trade Secret)

This screen notifies dispatchers and maintenance of communications with operators and potential problems with vehicles.



The communications, events, and maintenance functions operate similarly as each act as a queue. These three queues/screens provide information that is vital to both dispatchers and maintenance. The following bullets describe each of the three.

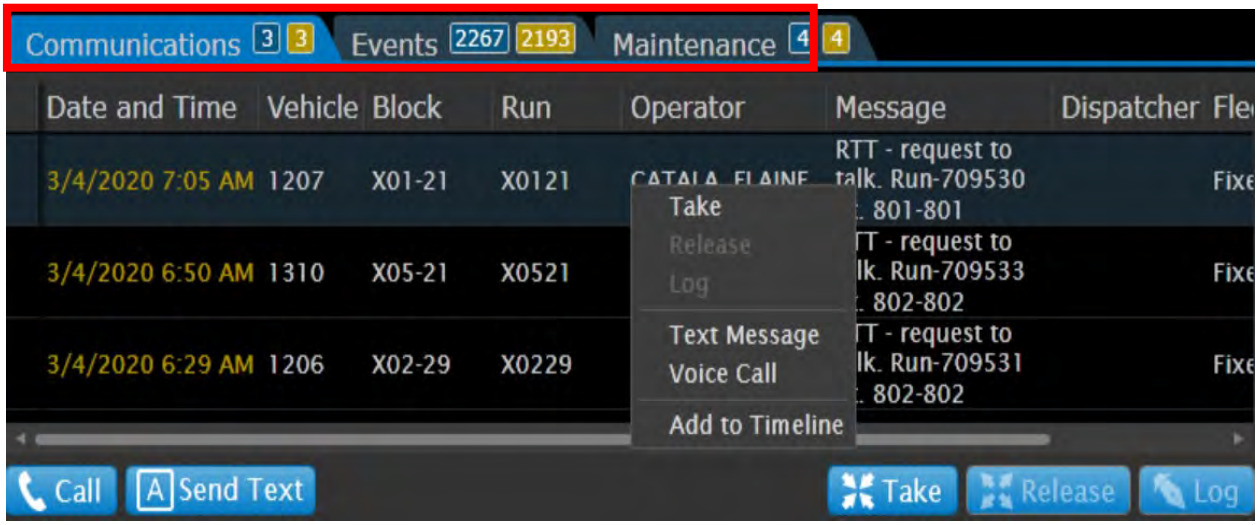
- ✓ **Communications queue**: As operator/dispatch communications are so important within a transit agency, myAvail displays communication messages in their own queue. This queue displays emergency alarms and text messages from vehicles and, for closed-mic systems, displays **RTT** (request to talk) and **PRTT** (priority request to talk) messages.
- ✓ **Event queue:** This queue displays operational events from vehicles and system detected events, such as sign communication alarms or wheelchair lift cycle failure.

Operational events include invalid logon attempt, manual out of service, and vehicle movement alarm.

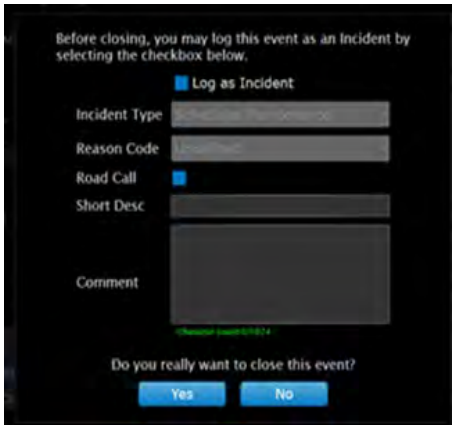
- ✓ **Maintenance queue**: This queue is part of the maintenance role and displays mechanical events. It allows the maintenance department to manage events related to the health of vehicle equipment. When granted permission, dispatchers can also monitor the maintenance queue.

This information can also trigger email/text alerts and be stored for reporting. For myAvail to send alerts, the relevant user account profile must include email and cell phone information.

If an item in any of the three queues needs to be addressed, the user right clicks on the specific item of interest. They will see the drop-down menu shown on the screenshot below. The communications tab, events tab, and the maintenance tab each have a numerical value beside them that displays the count of events in the queue that have **not** been addressed.



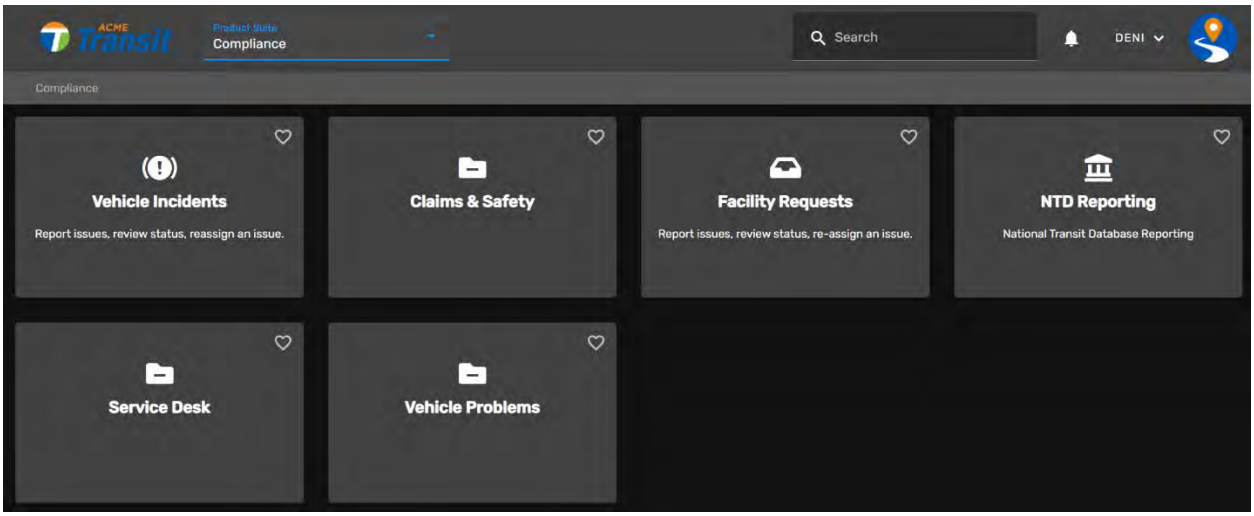
To take responsibility of an event, select the word "take" The user can also select the "take" button at the bottom right of the screen. When the event is taken, it is tagged with the user ID of the person claiming responsibility, which lets others know this issue will be resolved by a specific staff member. When an incident needs to be created in response to the event, dispatch can create an incident by selecting the "log" icon at the bottom the screen. If this event needs to be officially logged as an incident, the user checks the "log as incident" box in the pop up.



4.4.1.7. Incident Management (Trade Secret)

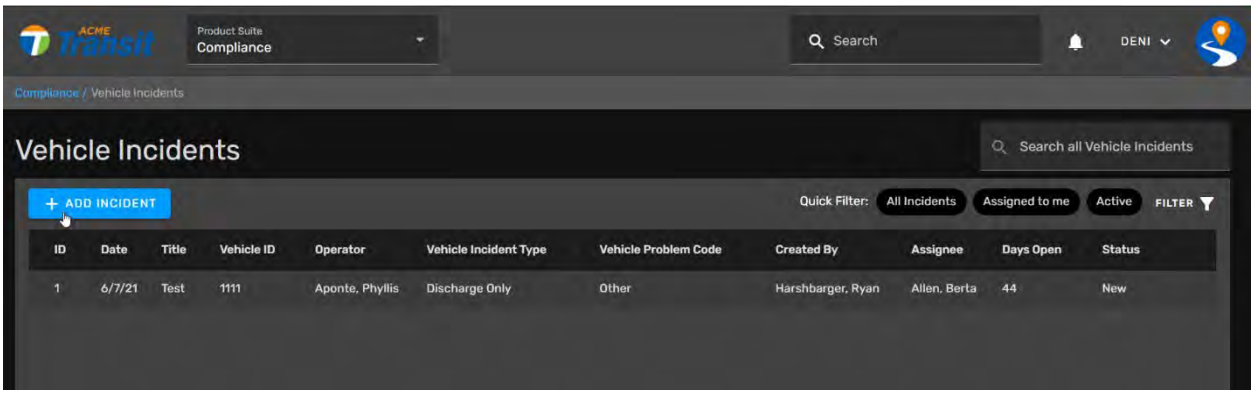
A dispatcher can log an event in one of two ways. The first is when a dispatcher receives an event in the queue and needs to perform an action on an event in the communications, events, or maintenance queue as described above. After the incident is logged, the information can be readily accessible through myAvail Incident Management.

The second option is available within the Compliance Suite, shown below. This option is useful for those incidents that occur outside of the vehicle or if a safety or passenger issue needs to be documented and addressed.

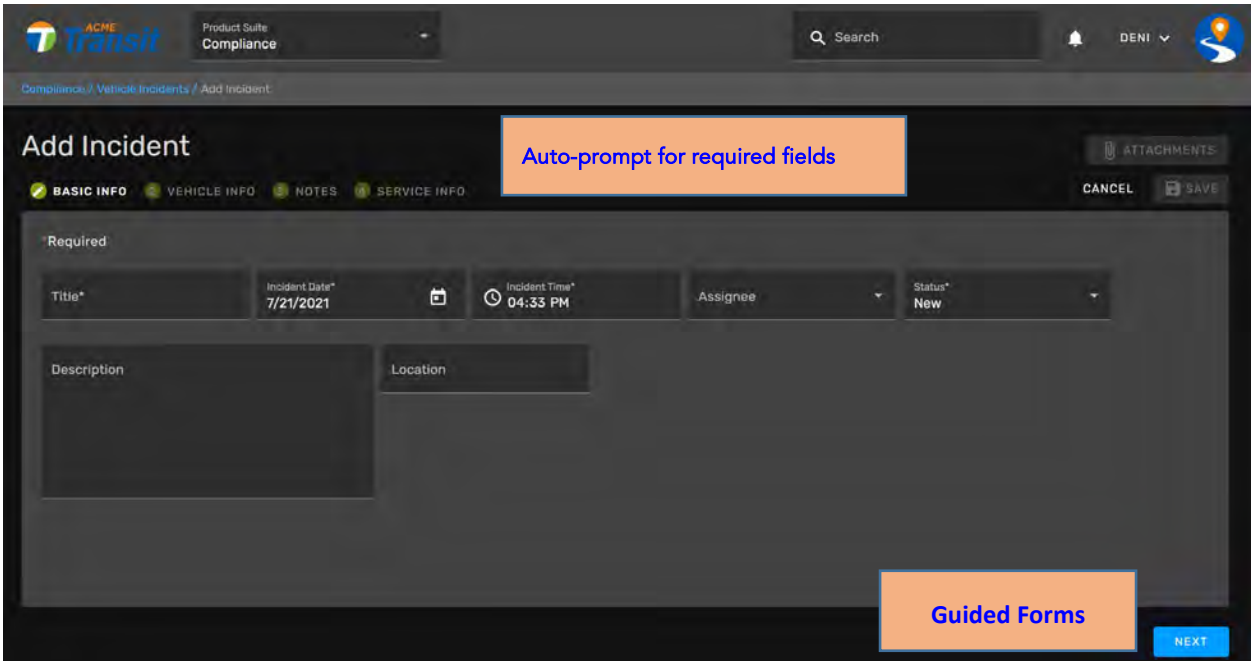


All incidents that are logged in the Operations queues are then readily available in Incident Management, which resides in the Compliance Suite within myAvail ETMS.

Once in this suite, the user selects the "vehicle incidents" option if the incident is vehicle related, or "claims and safety" if the issue is safety related. The user is prompted and guided through forms, allowing them to log an incident associated with an event, record the incident, and pull metrics on incidents. Incident Management also provides a robust tool for searching, editing, and reporting on the logged incidents. The following illustrates creating a new vehicle incident.



Add new incident screen



Basic information screen

This incident reporting tool provides a function for searching and editing. When the incident is logged, myAvail will populate the fields with data generated by the system. The user can search for a specific incident and fill in the fields that have not been populated. The tool also provides an easy-to-use advanced search tool to allow safety and operations staff to look for trends in incidents. All records are date and time stamped. Additionally, this incident can be passed to others for additional input.

Please note that not all events are related to incidents, and as such, the dispatcher can close an event without recording it as an incident. However, all actions taken by a dispatcher resulting

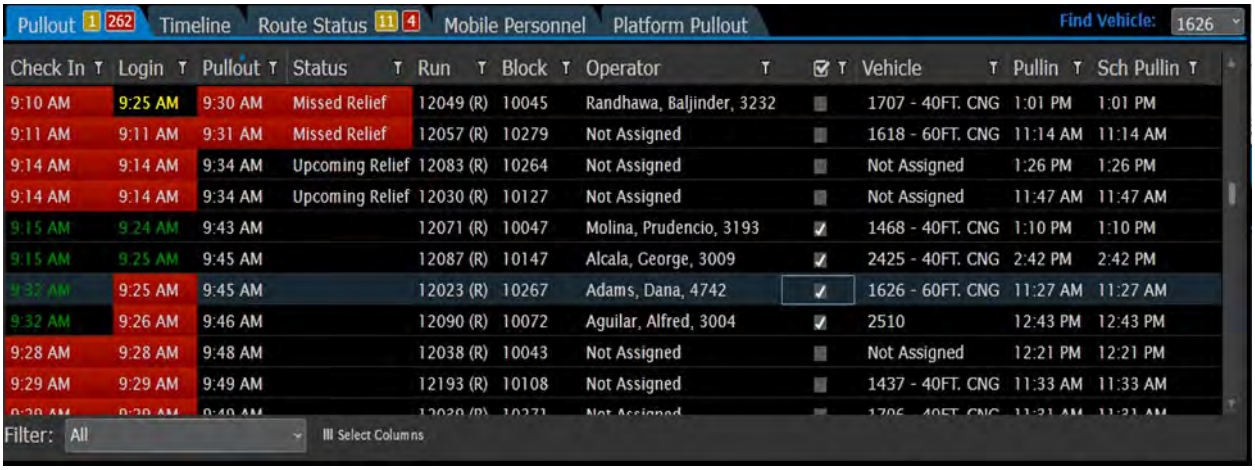
from an incident can be stored for future reporting simply by logging the event is being closed. Incident reports are then built from the stored data.

4.4.1.8. Pullout Management System (Trade Secret)

The myAvail Pullout Management module provides a powerful solution for the user in charge of pull out and vehicle assignment, and can be used to support several operations including:

- Operator to run assignments
- Vehicle to block assignments
- Operator and extra-board check-in process
- Notifications for late or missed check-ins, logins, and pullouts
- Managing trippers (added or make-up service)

Dispatchers can filter drivers by several parameters such as signed on, signed on but not checked in, or signed on but not pulled out, when a vehicle was scheduled to pull-in, and when the vehicle actually pulled in. This allows the user to focus attention on the critical elements for pull out in each phase. Dispatchers will see vehicles that are assigned, not assigned, and not available to be assigned due to maintenance or other parameters. *myAvail* integrates with Trapeze OPS to receive operator and vehicle assignments, which are displayed in the Pullout Grid and used to validate vehicle logons.



User view of a sort based on pull out parameters

4.4.1.9. Dispatcher Pullout Screen

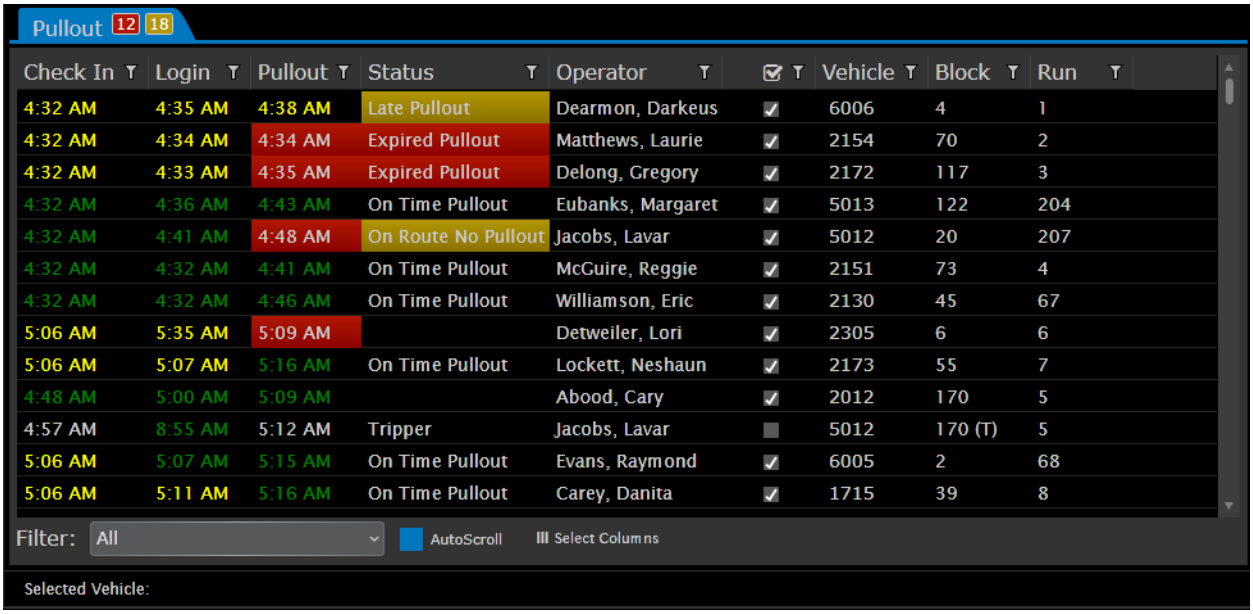
The myAvail suite provides validation to not only the driver but also to dispatch that the correct login information has been entered in the MDT. Dispatchers are alerted to missed or late logins via color coded updates on the tabular screen.

Dispatchers can remotely log drivers onto the MDT in the event the driver forgets to login or logs in with the incorrect information. If operational situations arise where there is need to have more than one vehicle perform specific work assignments, drivers can log into the same segment of work as other drivers. However, if a driver logs into a segment of work that has not been assigned to them, the system will notify dispatchers that an invalid login has occurred.

The initial daily assignment of operators to runs and vehicles to blocks are done within **Trapeze OPS**. At the start of the service data these assignments are retrieved from **Trapeze OPS** and used to build the *myAvail* Pullout Grid for the day, as shown below. Any subsequent changes to assignments done within **Trapeze OPS** are transferred to *myAvail* and are reflected in the Pullout Grid.

The Pullout grid shows each run piece scheduled for the day. In the run column, myAvail displays an **R** to indicate relief run pieces and a **T** for tripper runs. For run pieces that are the first piece of a block, the table shows the scheduled check-in, scheduled login, and scheduled pullout time. myAvail calculates the scheduled check-in and scheduled login times using the scheduled pullout time in conjunction with configurable parameters for how many minutes before the pullout time the check-in and login should occur.

This grid also displays the operator assigned to that run, the vehicle assigned to that block, and the location of the vehicle in the yard (when the optional Yard Map feature is implemented). It can be set to display the time the run piece will end (pull in). This feature is helpful for displaying when an operator or vehicle will be available for unscheduled work. The status column indicates the status of the run piece. The Pullout Grid also allows the dispatcher or supervisor to assign, or reassign, operators and vehicles.



Operator assignment screenshot

The import of assignments from **Trapeze OPS** to *myAvail* will be done through a database table maintained by OPS. This table contains a complete listing of the employees' vehicle and work assignments that are defined in the Trapeze system. *myAvail* will check this table once a second for any changes. If a change is detected, *myAvail* will update the Pullout Grid to reflect the changes.

4.4.1.10. AVL Map Views

Avail utilizes the latest internet mapping features and layers for the base GIS and mapping in myAvail. Key features include:

- ✓ Full U.S. coverage with full road and satellite views
- ✓ Traffic data
- ✓ Speed limit data down to the street level allows us to alert you when a bus is speeding
- ✓ Ability to add additional map layers to incorporate additional information such as landmarks
- ✓ Ability to create and save views to quickly zoom to key location.
- ✓ The map illustrates route traces, vehicles color coded with on-time performance information, with the zoom, pan and other map features you would expect. All revenue vehicle information will be provided via the cellular data network. In the case where a larger viewing area is desired, the myAvail map quadrant can be expanded to the full screen or to a separate screen based on the desire of the user.



4.4.1.11. Dispatcher and Operator Interactions

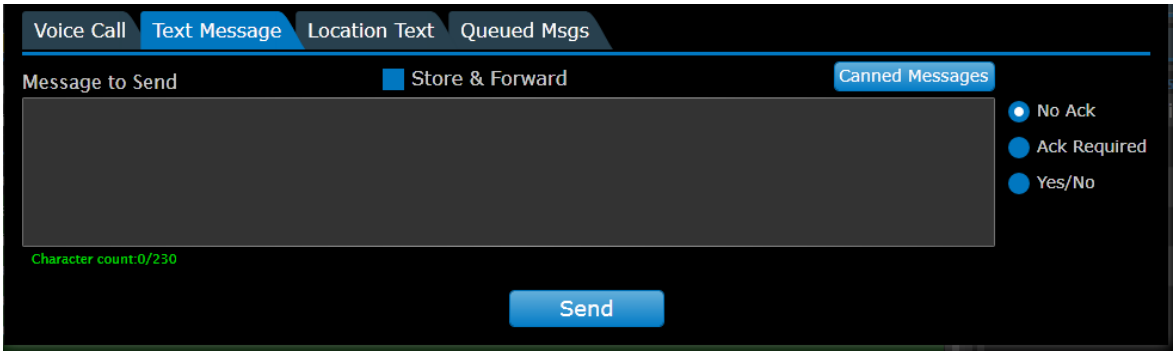
myAvail provides validation to the dispatcher and the driver as they enter their login information into the MDT. When the login is complete, dispatchers are alerted. This allows the dispatchers to see which operators are on time and those who are late or missed.

In the event the driver forgets to login or logs in with the incorrect information, a dispatcher can remotely log that driver onto the MDT. If operational situations arise where there is need to have more than one vehicle perform specific work assignments, drivers can log into the same segment of work as other drivers. However, if a driver logs into a segment of work that has not been assigned to them, the system will notify dispatchers that an invalid login has occurred. A dispatcher can also communicate with the operator through the MDT.

4.4.1.11.1. MDT Data Messaging

One way to reduce voice traffic and to foster more productive communications is to take advantage of data messaging. Dispatchers have a simple interface which allows them to view canned messages from their in-vehicle MDT.

The same interface also provides dispatchers with the ability to quickly send either canned or free-form text messages to individual vehicles or groups of vehicles. Messages can also be scheduled to send in a specific time/date range.

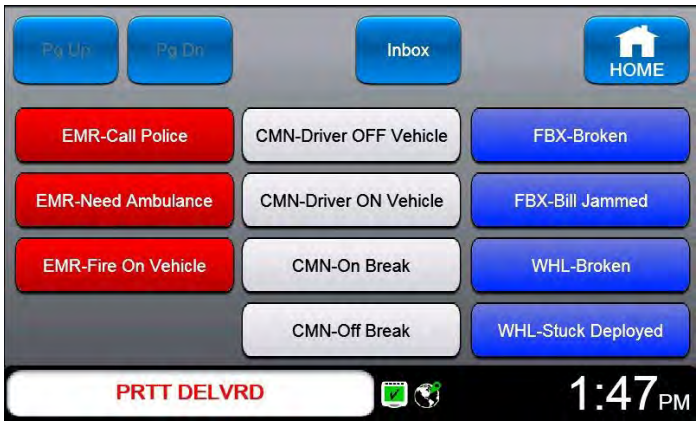


Canned data message editing

In the vehicle, the driver also has a simple to use interface to receive, read, store, and send messages to Dispatch. Messages may be easily reviewed at the driver's convenience, while the bus is stationary.



Driver received messages



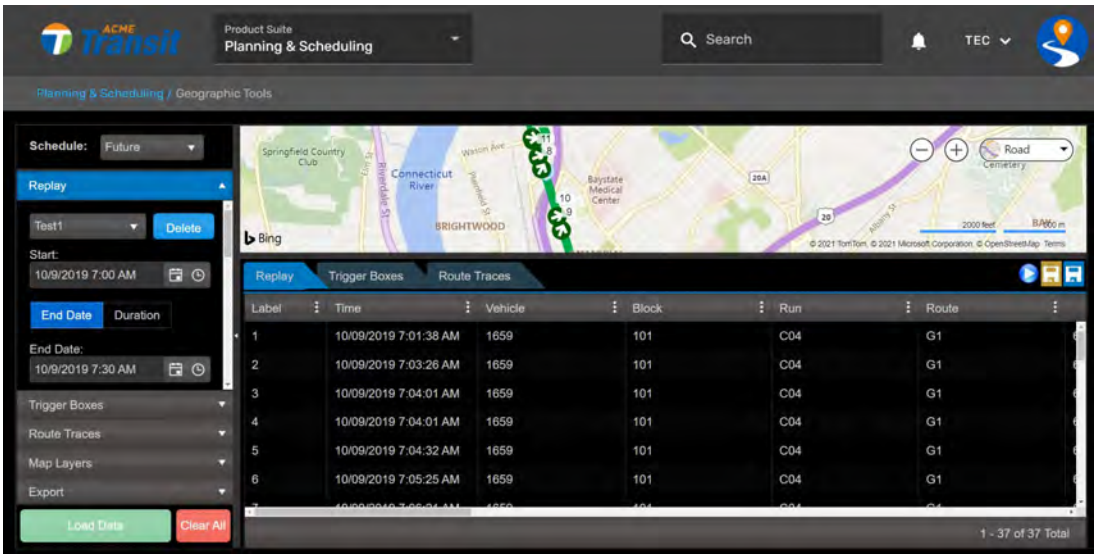
Driver message send menu

4.4.1.12. Additional Features

In addition to the features that are available in the operations tab for the dispatcher, operations supervisor, road supervisor, customer service, and maintenance, based on the requirements of the RFP, myAvail has other functions that are also critically important to the success of MBL's CAD/AVL system.

4.4.1.12.1. Replay

myAvail includes a replay function for post review of the vehicle information. Vehicle information is sent into the system over the public network from each vehicle based on time, distance traveled, or the occurrence of an event. This is then plotted on a map on the myAvail workstation, so the dispatchers can always see where vehicles are. The screenshot below illustrates this functionality.

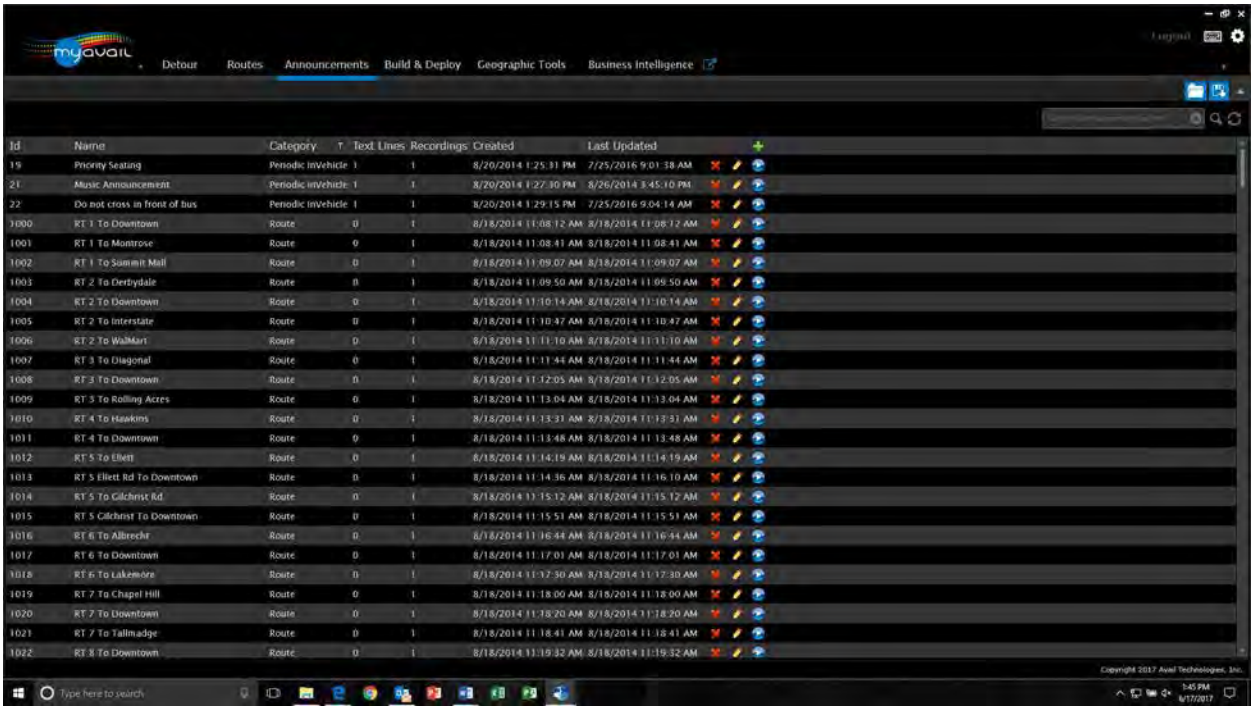


Replay data includes vehicle, driver, route, block, run, trip, direction, stop, schedule adherence status, speed, vehicle alarms, passenger counts (boards, alights, onboard), and more.

Data is displayed on a GIS map and in a tabular format. Tabular data can be quickly and easily sorted and filtered and can be exported to Excel via a menu option.

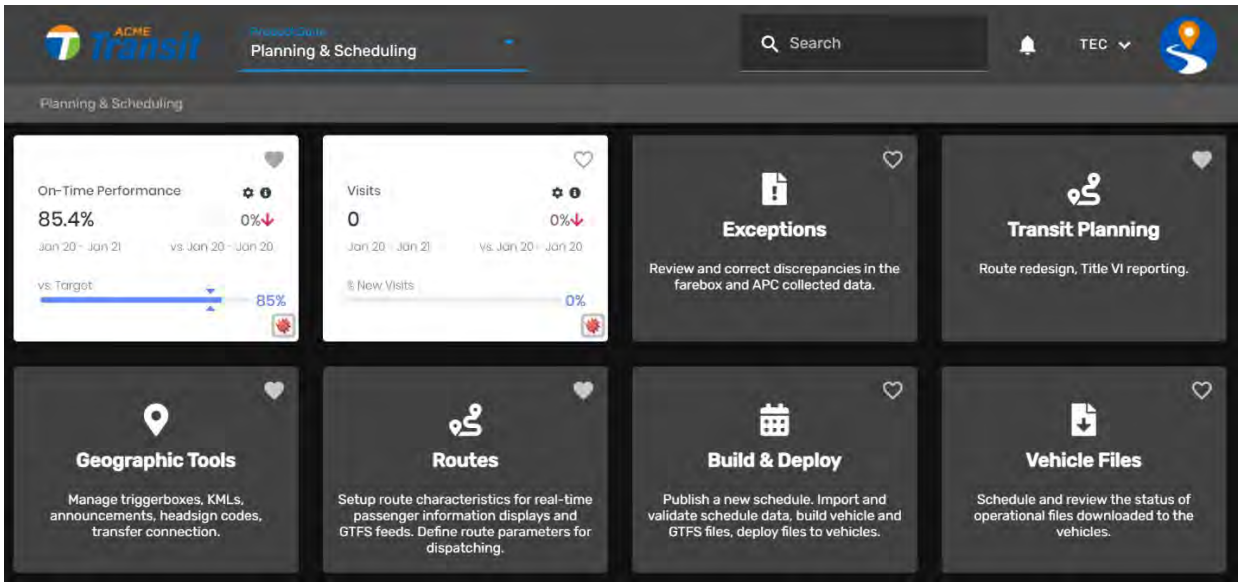
4.4.1.12.2. Announcement Management (AVA)

myAvail includes an integrated capability to create and maintain all audio files required by the AVA system. Avail is providing professionally recorded audio announcements in our proposed solution. We can also support the use of text-to-speech tools to create announcements. Audio files include all required snippets (e.g., "Now approaching"), stops, routes, transfer information, safety, public service, etc.



4.5. Scheduling Software

Avail Technologies has a comprehensive Planning and Scheduling suite in our myAvail ETMS that provides each of our customers with functionalities that allow them to import, build, validate, and deploy fixed route schedules, create trigger boxes, manage announcements, design reroutes, and much more. User-friendly design guides the individual through the steps for the task that they are trying to achieve. There are also required fields that need to be monitored and checked-off, which prevents errors from occurring such as a stop that does not have a next-stop announcement or audio files not being accompanied for the route in question.



4.5.1. Integration – Optibus

Avail Technologies has successful integrations and live deployments with all the leading scheduling systems including Optibus, CSched HASTUS, Trapeze FX, and Remix.

For this proposal, Avail Technologies will leverage our strong relationship with Optibus and integrate with your existing scheduling software. This will continue to provide MBL with a hosted software solution that will provide the desired outcome for your scheduling system requirements. Optibus integrates seamlessly with myAvail, as evidenced by the growing list of transit agencies where myAvail is successfully integrated with Optibus today.

Finally, we want to emphasize that once MBL has adopted a scheduling package, your myAvail software platform will be able to move forward to the current version, and future versions deployed through simplified, automated upgrades in the Azure cloud services platform. Now let's take a quick look at the scheduling options we are presenting.

4.5.1.1. Optibus

Optibus will work with Avail and MBL during project implementation to configure your schedule in the software and complete the schedule export/import process (as described below) to integrate the operations schedule into the myAvail ETMS system.

If applicable, integration with payroll, driver and vehicle assignment changes for daily operations, and runtime analysis can all be provided through myAvail ETMS. The Optibus scheduling software will provide you with a modern, robust scheduling solution.

The Optibus platform is unique in several respects. First, it is focused on real business metrics. Optibus models your transportation network at the most granular level, generating a quality schedule and immediately highlighting the business key performance indicators and cost data you need to make optimal schedule and cost decisions.



It has the unique ability to provide optimization from agency to operator and from routes to rosters. Optibus creates a holistic plan that carries timetable and route data all the way to scheduling, ensuring that various options can be tested and evaluated, creating visibility on the use of third-party funds and the quality of operations, and allowing optimizations that create better on-time performance on the same budget or even less.

Optibus is provided as a SaaS (Software as a Service) platform. Being cloud native, it saves IT resources and requires no hardware, allows the decommission of costly servers, and supports IT needs. Feature improvements are made continuously. Clients are up and running in weeks, not months. Furthermore, your staff can work remotely, including from home.

With the strongest algorithms in the business and machine learning muscle, Optibus turns your operation into a smart, data-driven business. Forecast the likelihood of on-time performance, incorporate external data, and use demand-related data to bring your service to the forefront of mobility.

Optibus was built to support the world's most complex transit operations as well as small local services. The platform can model any type of preference and constraint across thousands of vehicles to quickly provide an optimized schedule or plan. This not only provides an accurate and actionable plan, it also saves scheduler time and effort and frees them to focus on other areas in the business where their expertise is required.

The Optibus platform is completely cloud native. All platform upgrades are on secure Amazon Web Services cloud servers and are completely seamless to end users and at no additional cost. New feature development and support in the purchased software modules are released free of charge.

Finally, Avail has included a letter of recommendation from Optibus for this proposal which can be found on the following page.

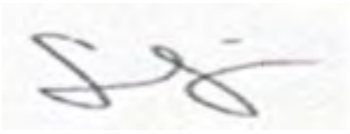
April, 10th 2023

To Whom it May Concern:

Optibus has worked successfully with Avail at over ten public transit agency sites in the U.S. to ensure successful integration between our respective platforms. Our strategic partnership allows route and schedule data from the Optibus platform to be ingested by the MyAvail software, complete with custom metadata and headsign codes.

Optibus would be happy to continue to work with Avail and the City of Montebello/Montebello Bus Lines to deliver the correct configuration of our products for your needs.

Respectfully,



Sean Grimes
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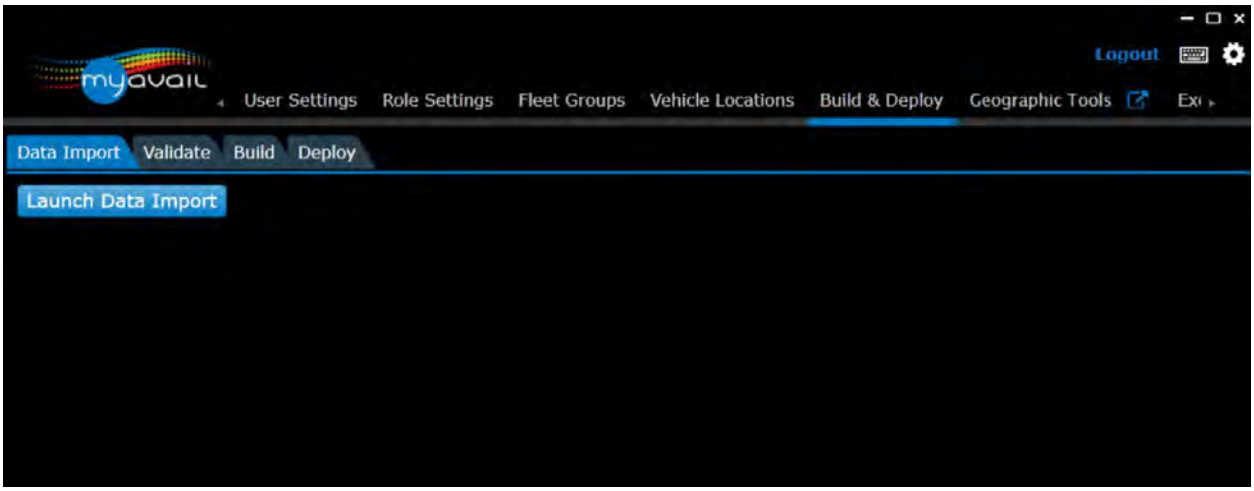
www.optibus.com

4.5.2. myAvail Schedule Import

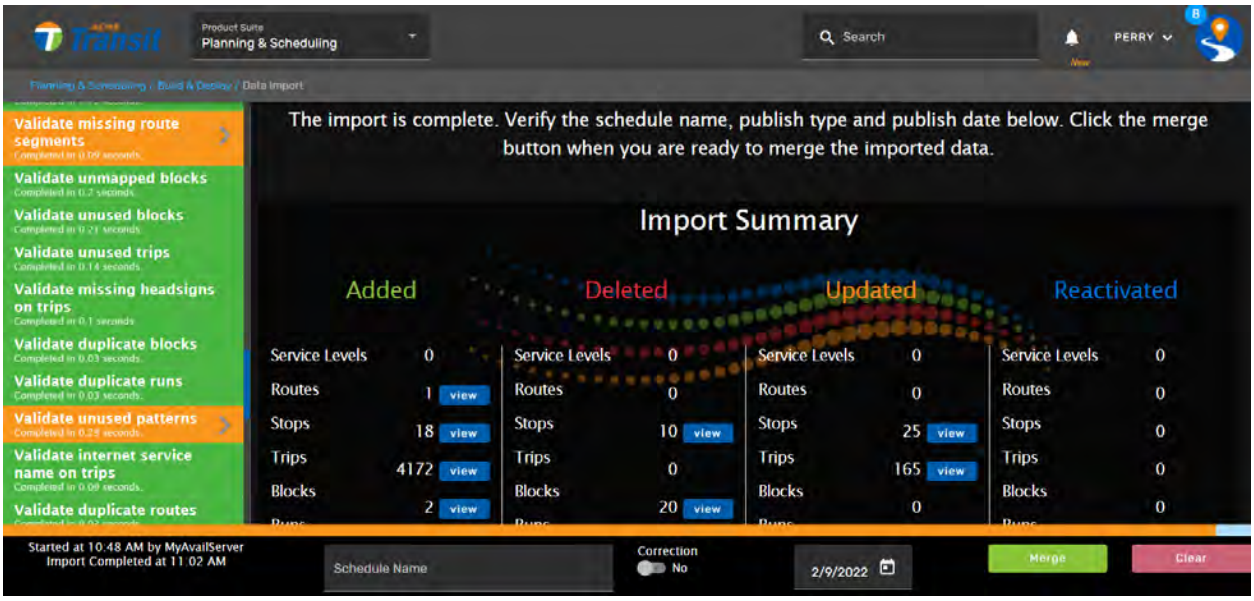
myAvail is designed so you can import schedule data, validate schedule data, build the vehicle run files, and deploy the files that a schedule change requires through the **build and deploy** tab. It distributes these features across four sub-tabs that you must use in sequence to deploy a new schedule. The four tabs are as follows:

- Data import: Imports schedule data from your scheduling package and places the data into an interim database for the initial validation.
- Validate: Identifies problems in the future schedule and provides recommendations for resolving them.
- Build: Initiates the build process for the vehicle block files and the general transit files.
- Deploy: Specify the deployment date for the future schedule to become the current, active schedule.



4.5.2.1. Schedule Import and Validation

This module allows the user to import schedule data into the CAD/AVL system. This would be done for each planned schedule change per year (or however often the agency makes interim schedule adjustments). Built-in data validation checks ensure the imported data is complete and error free, and validation errors and warnings are provided to the user to facilitate error correction throughout the validation process.



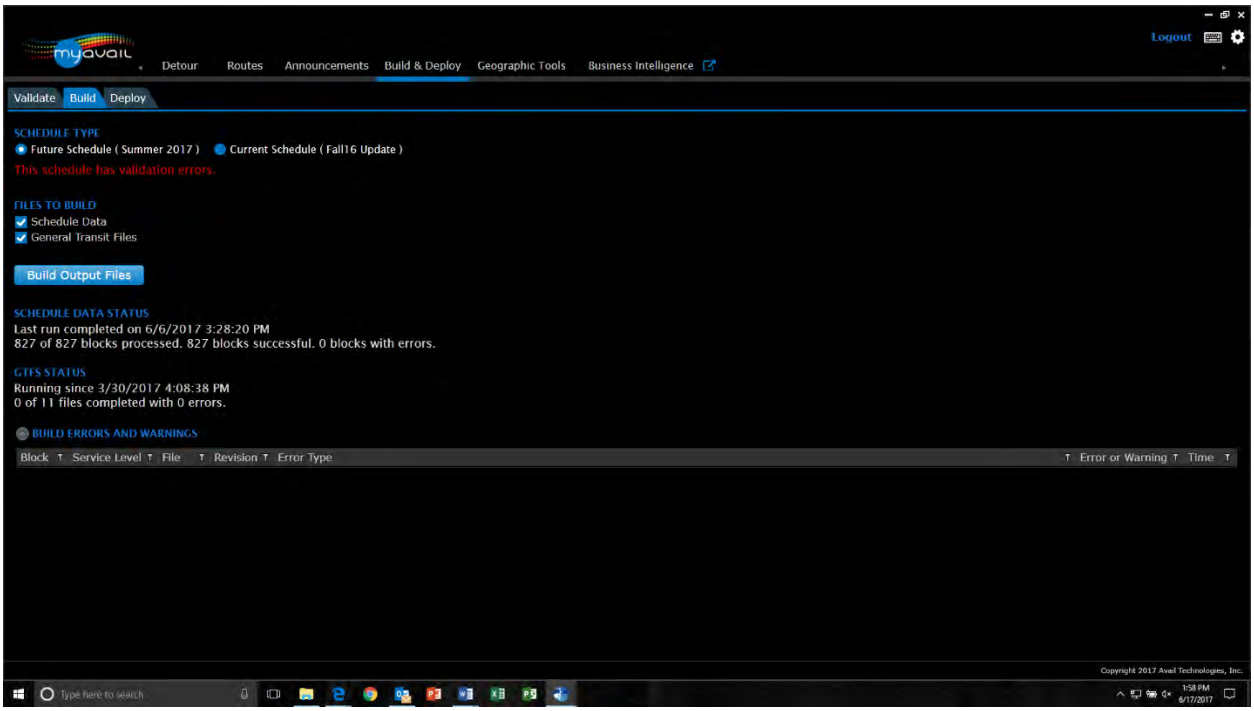
The left-side of the screen displays a status of all the validations using the following color code:

- Green indicates success.
- Orange indicates warnings.
- Red indicates critical failure.

The main section will display a summary of the import on completion, as shown above.

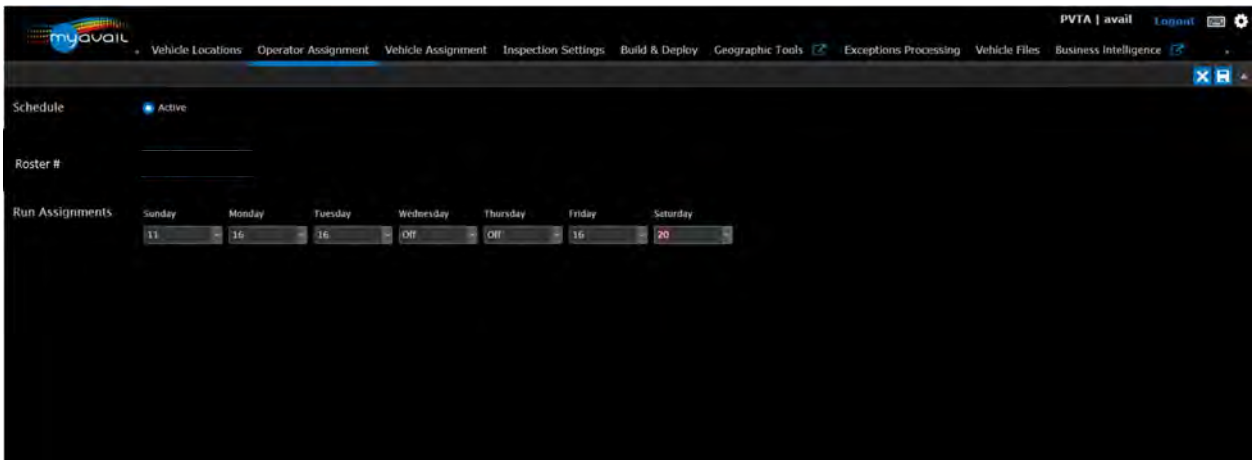
4.5.2.2. Build

Once the schedule data is imported and validated and trigger boxes are created, all block/run files required for CAD/AVL system operation in the vehicle are generated. In addition, new GTFS files are also generated now.



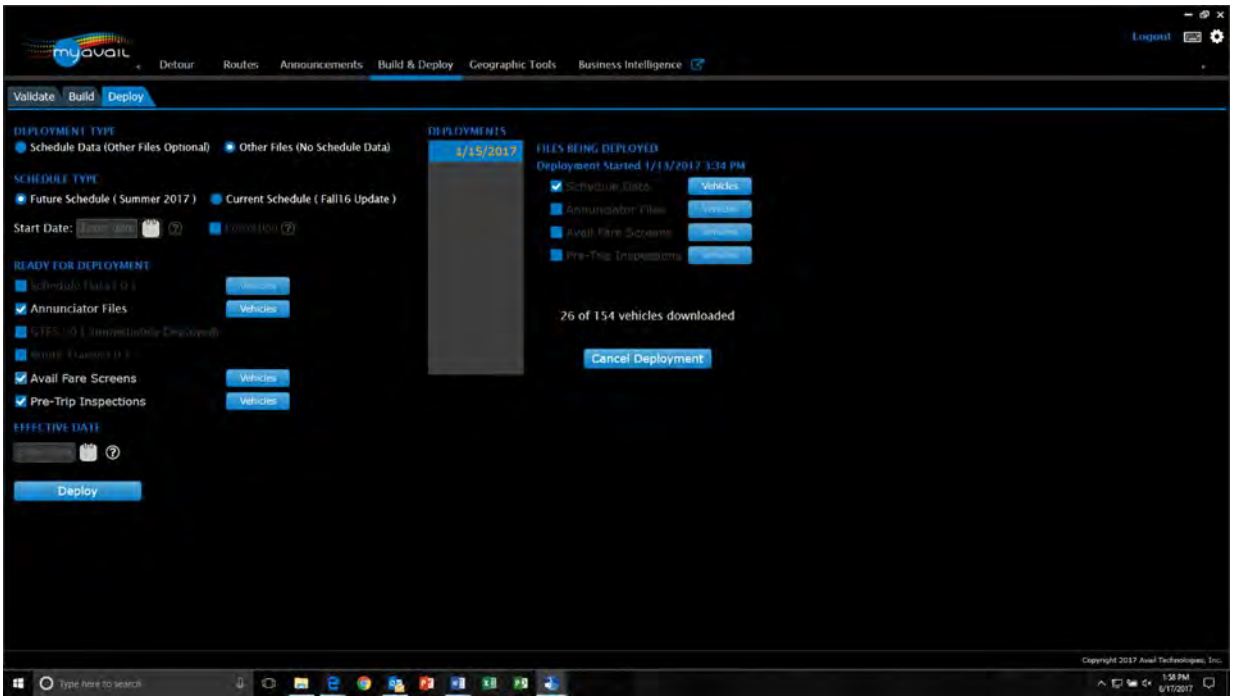
4.5.2.3. Rostering

Rostering allows the regularly scheduled operator to be associated with the run or runs based on your bidding process. Rosters also enable the assignment of runs to a hold down operator if they are used at your agency.



4.5.2.4. Deploy

Once all CAD/AVL output files are built, they can be scheduled for deployment to the vehicles via the yard wireless LAN network. GTFS files can also be scheduled for public deployment.



4.6. Real Time Passenger Information (RTPI) (Trade Secret)

Avail Technologies understands the importance of accurate real-time passenger information to MBL's passengers to provide them with an easier riding experience. myStop® is our full suite of real-time passenger information products designed to provide your riders with the accurate, timely, and accessible passenger information they need to make informed decisions. Our traveler information data server (TIDS) is an advanced prediction engine that combines schedule data, real-time on-time performance, and vehicle location, as well as detour and other data to provide accurate next bus arrival and departure predictions. Available platforms to access this information include our desktop and mobile websites, native iOS and Android apps, interactive voice response (IVR) phone system, and 321123 SMS text system, as well as certified GTFS static and real-time feeds, REST API, and integrations with regional 511 systems.

Avail is proposing the myStop® suite to provide the requested predictive arrival and departure information to your riders via the requested portals. The following list addresses each aspect of our RTPI system:

- ✓ **GTFS (General Transit Feed) Static** interfaces with Google Transit to provide a complete trip planning tool for riders.
- ✓ **GTFS-RT (General Transit Feed) Real-Time** supports sharing of real-time data such as arrival predictions, vehicle positions, and service advisories on Google Maps and providers.

- ✓ **REST (Representation State Transfer) Application Program Interface (API)** is the API that allows us to share information with passenger information displays and other public information portals.
- ✓ **Real-time passenger information** is available via a transit property's website on your desktop, laptop, tablet, or smartphone using your preferred web browser.
- ✓ **Smart phone apps** such as iPhone and Android apps with the ability to view real-time information.
- ✓ **Alert subscriptions** with real-time information alerts via SMS text and email are available.
- ✓ **Passenger information displays** providing real-time arrival and departure information and infotainment content in various form factors and installation options for transit centers, bus bays, remote stops, or on the transit bus.

Key Features

- ✓ TIDS provides accurate and timely next bus information
- ✓ Full suite of passenger information portals provides accessible information to all riders
- ✓ Web API and certified GTFS static and real-time feeds
- ✓ Available in multiple platforms

Key Benefits

- ✓ Increased customer satisfaction through real-time bus tracking
- ✓ Reduced complaints as riders become better informed of issues affecting transit service
- ✓ Supports regionalization through industry standard data feeds
- ✓ Creates potential new revenue streams and local business support via advertising

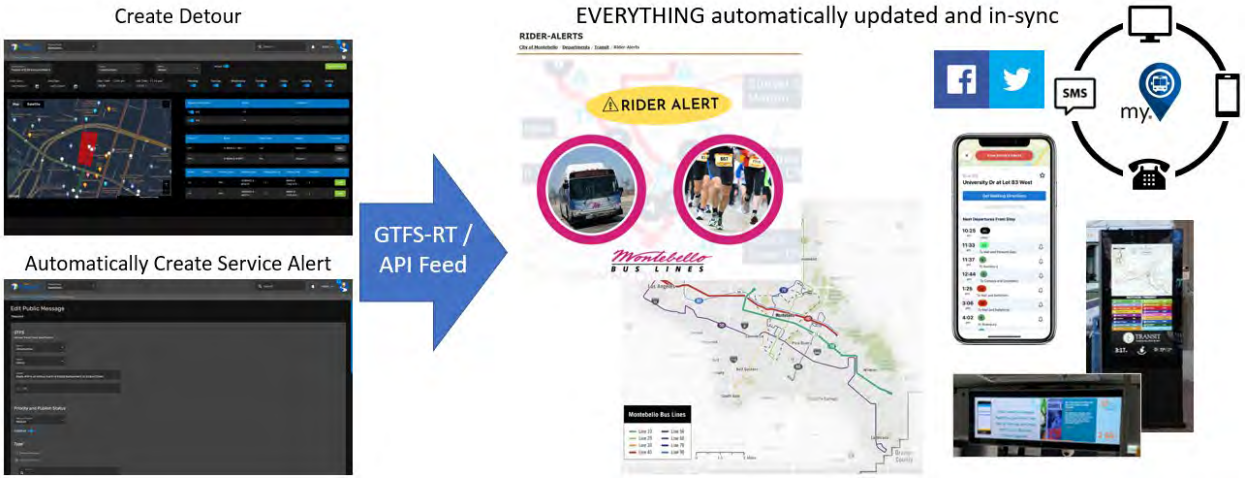
4.6.1. GTFS Static/Real Time

Avail has amassed a great deal of experience over the years interfacing with multiple third-party vendors including Transit App, Swiftly, and regional systems such as 511 to provide our customers with impeccable real-time passenger information.

We have provided real-time and historical data to scheduling packages, regional IVR and real-time passenger information systems, incident tracking and management systems, trip planning systems, and wayside signage. We have built various means into myAvail to support this sharing and openness of data. A common method for interfacing to other systems is through the General Transit Feed (GTFS).

myAvail provides both the GTFS static feed, containing schedule data, and the GTFS Real Time (GTFS-RT) feed containing real-time information such as locations, estimated stop departure information, and service alert messages. All transit agencies that have our system are currently

providing the GTFS feed to Google for trip planning purposes. Several agencies have also gone through the process of having our GTFS-RT feed validated by Google, using it in the trip planning results. These GTFS feeds can also be made available to other systems that can accept and work with GTFS formatted data.



4.6.2. Representation State Transfer (REST)

In addition to GTFS feeds the myAvail system also includes a set of representation state transfer (REST) services to provide real-time information about items such as:

- ✓ **Routes**: what stops are part of the route, what buses are currently on the route, and what service alerts are currently active for a route
- ✓ **Stops**: characteristics of a stop, stops by route, stops closest to a given latitude and longitude
- ✓ **Stop departures**: scheduled and estimated departures for every route that goes through a given stop
- ✓ **Vehicle:** location of a vehicle, other vehicle information (heading, speed, onboard count, schedule adherence status)
- ✓ **Service alert message:** general, route specific, multi-language

REST services are an industry standard means of providing interoperability between systems. The myAvail REST services provide real-time information in a more targeted way allowing other systems to request only the data that they need and supplying the data in either XML or JSON format. Some systems may find this format easier to work with than the GTFS-RT feed.

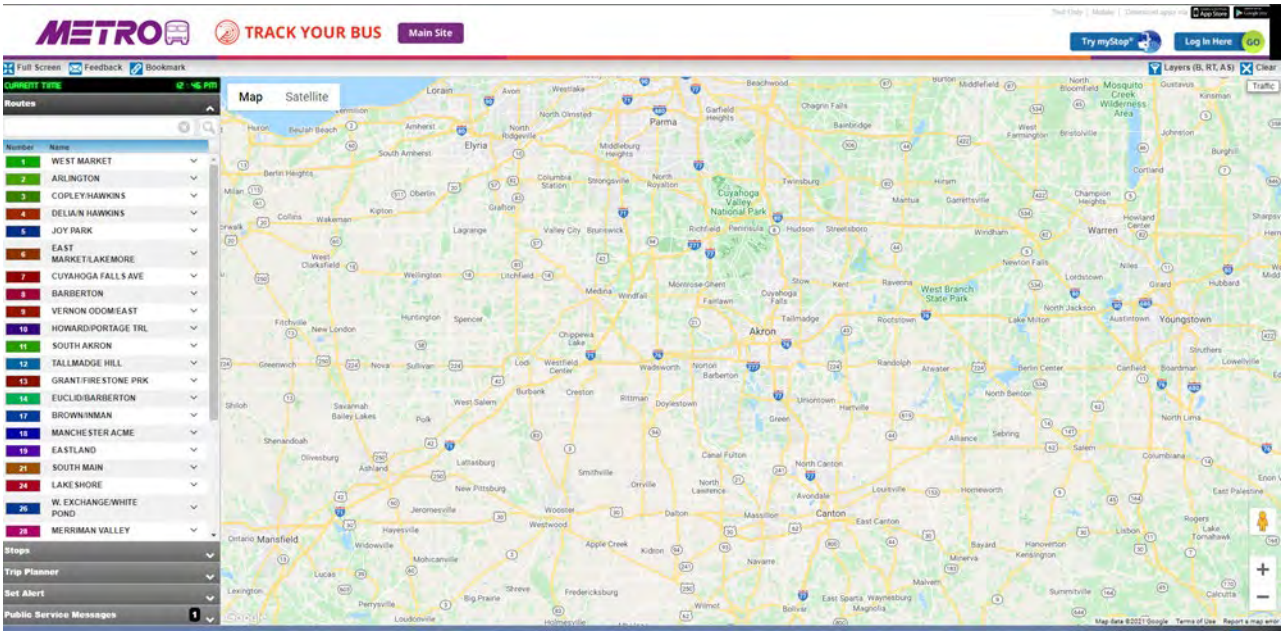
To control the use of the myAvail REST services and prevent unwanted access, an API key can be required to use the services. This way, we can track usage by other systems, and impose rate and usage limits if desired. API key management can be done either by Avail or the transit agency.

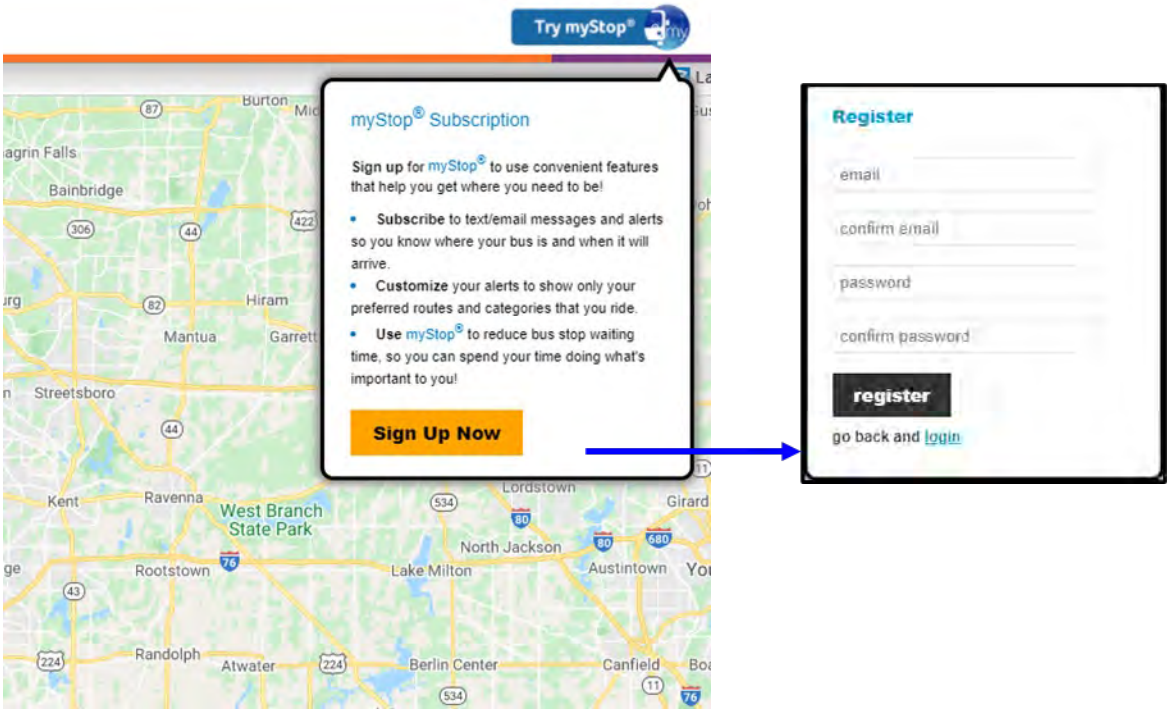
4.6.3. Website

The myStop® web portal is a feature that Avail has implemented for most of our existing ITS customers. From their preferred web browser, the passenger/customer will visit MBL's website via their desktop, laptop, tablet, or smartphone and go to the area on the site that references tracking your bus. From here, the user will click on the link for the myStop® website, which will be branded to match the MBL color scheme. From here the user will have the ability to perform the following functions:

- View single and multiple routes
- View all stops and timepoints along the route
- View RTPI for buses and stops
- Search by stop
- Set bus arrival alerts
- See and review public service announcements, detours, and service alerts
- Sign in and subscribe to automatic alerts for vehicle arrival
- Integrated Google trip planning where riders can enter their starting and ending locations to get real-time information based on your schedules.
- Creates potential new revenue streams and local business support via digital advertising

The following illustrations depict several features of the myStop® web application.

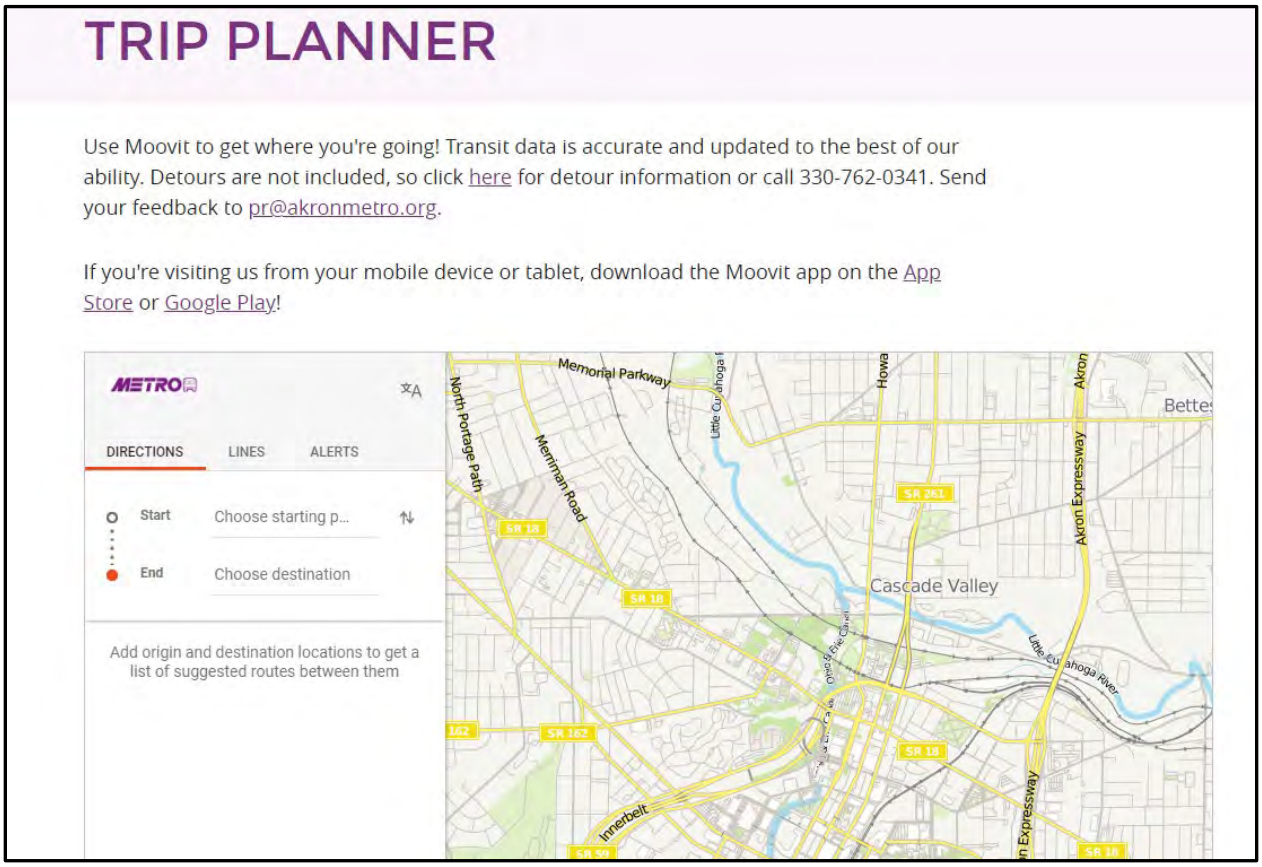




Landing page for myStop®



Agency website where routes have been selected



Integrated trip planner

4.6.4. Mobile App

Our solution includes our **free** myStop® mobile app which allows customers to view real-time information and plan trips with our trip planner function. Riders can download the myStop® app through the Apple app store and Google Play, giving both Android and iPhone users real-time route information at their fingertips.

ANDROID APP ON Google play

Download on the App Store

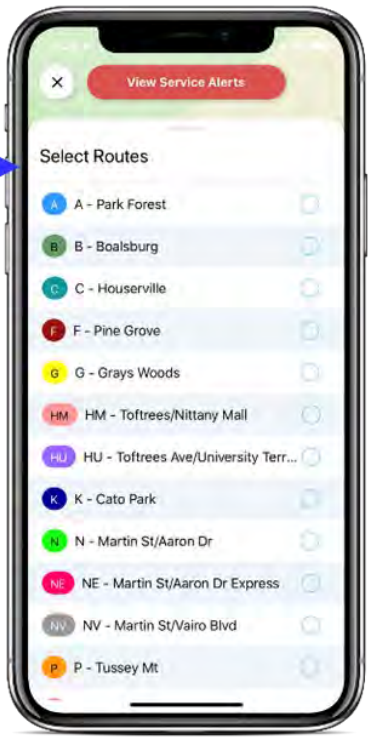
The myStop® app is constantly updated to improve both usability and performance. In the following illustration, we are using the iPhone to illustrate the features and functions of the app. We encourage MBL to download the app and give it a try.

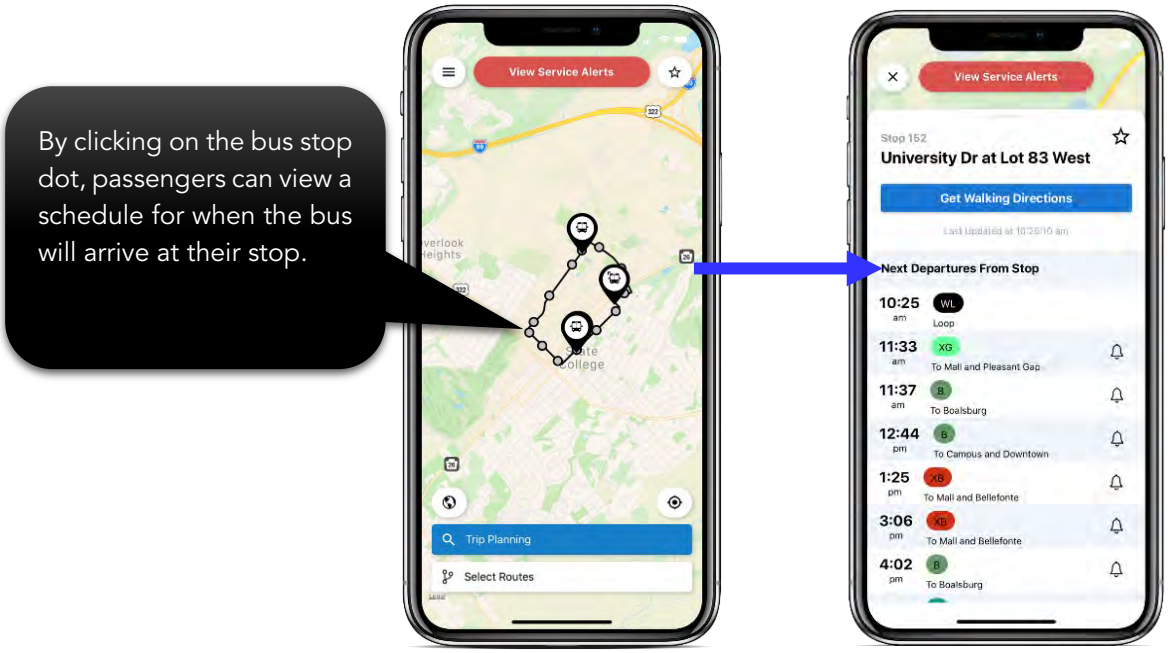






In this screen you can pick the transit authority you will be using. Based on your location, some will show up automatically.



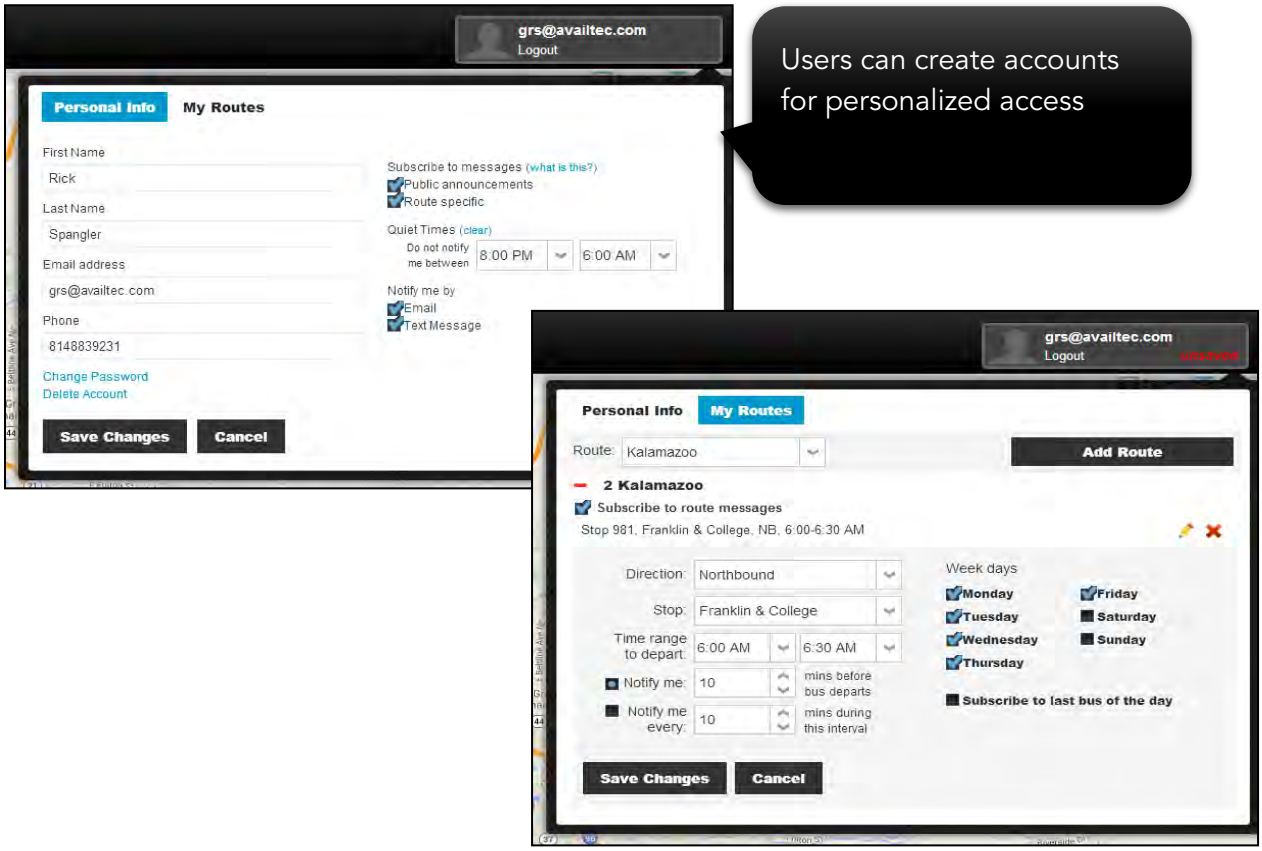


Additional capabilities within the myStop® app include:

- ✓ Service alerts for routes of interest or within your favorites
- ✓ Walking directions to the stop through an interface with Google
- ✓ 321123 SMS short code, which includes all inbound and outbound text messages
- ✓ System experience and performance feedback to the agency
- ✓ Google trip planning

4.6.5. Subscription Alerts

With subscription alerts, a user can personalize their account to adjust the frequency, routes, or alerts (email or text). This lets the user select how and which information they receive.



4.6.6. Passenger Information Displays

When it comes to LED and LCD displays providing real-time passenger information, Avail has completed diverse projects ranging from off-the-shelf to detailed and designed solutions to fit specific form factors.

From this experience, we have learned each customer has different preferences. For instance, some properties require Large LCD displays to provide up-to-date information to travelers while others use a small LED style solution no larger than an 8x11 inch piece of paper.

Our open standards-based passenger information data feeds support a multitude of LCD, LED, and solar signage options to reach your customers at every stop along their route, including interactive signage with live customer service interaction and advertising options.

Real-time information is displayed typically in minutes, either as a clock time or as a countdown time. The Avail prediction algorithm updates its prediction as soon as it receives the departure stop report from the vehicle.

4.6.6.1. Infotainment

Avail Technologies is proposing two infotainment signs per bus for 50 buses to provide passenger information along with the AVA system. Avail is partnering with Message Point Media to provide MBL with the MPTV-M37sw HD Intelligent Display that meets the requirements in the RFP. The following content is a brief overview of the interior signs.

TransitPoint Mobile is MPM's solution for on-board infotainment displays. This solution allows location-based geo-aware content that supports just-in-time passenger information and/or next generation location-based ad services that can maximize opportunities for onboard advertising revenues. We have built a deep interface directly between our infotainment display controller and the onboard IVU that will drive even more exciting capabilities in the near-term.

All the visual application suites share a common architecture and capability set including:

- Multiple animated information display layouts for things like real-time schedule displays, route information, dynamic maps, next bus alerts, service alerts, and emergency alerting
- Multilingual text-to-speech functionality in over 12 languages and support for cloud based machine translation for alert information
- Direct integration with myStop® and InfoPoint APIs that offer unique information not exposed through generic open APIs, as well as support for integrating external schedule info at shared stops via open APIs like GTFS, GTFS-RT, and SIRI. We also support vendor specific APIs such as Amtrak, Greyhound, Megabus, and many more.
- Our apps are designed to work in a "local first" caching architecture that provides bandwidth efficiency and makes them capable of operating for extended periods with or without internet connectivity. Direct integration with the IVU ensures onboard displays are always operating from the most timely and accurate information on the vehicle instead of depending on cloud API calls.

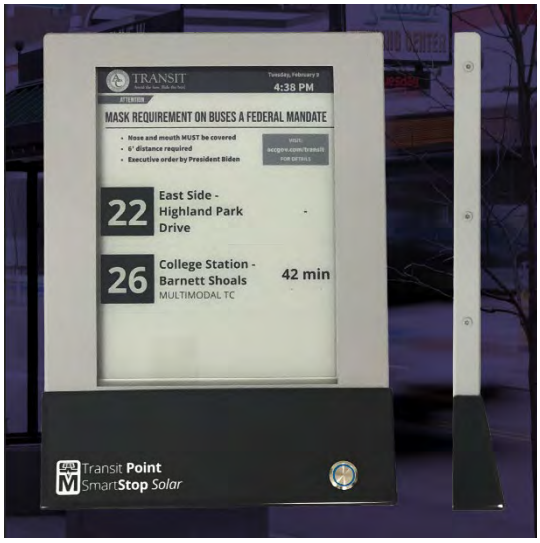
The "front end" visual layer of our applications is separate from the "back end" data layer. For our clients this means that instead of just using your agency's colors in the app, we can cost-effectively customize the look and feel of the applications to your agency branding and communications goals.

4.6.6.2. Wayside Signage

Avail Technologies understands that MBL is interested in wayside signage. Avail reached out to our signage partner, Message Point Media, to provide MBL with the MPTV-EX15RLP which is a 15" low power outdoor display with integrated LTE. We understand that the 10 wayside locations may not have power or internet connection, so we will add the MP-LP-Solar kits to the signs which include a 48AH LiFePo4 battery, smart charge controller, and battery management system. E-ink series displays require little power to operate compared to traditional LCD or LED panels, making them ideal candidates for solar-powered signage solutions. Utilizing black and white

pigment suspended within cells, they only require power to change current images shown, and any image presently displayed will remain stable, even should the display lose power. They work well in climates that experience warmer temperatures.





4.7. Business Intelligence

4.7.1. Central Database Reporting

Avail Technologies has a reporting capability that is unrivaled in the public transit industry. With over 20 years of experience working closely with customers, we have developed a data repository that utilizes a centralized data warehouse to store the vast amounts of data generated by our system and the systems we interface with. The separation between live and historical data ensures the real-time system performance is not impacted by historical data analysis. Advanced extract, transform and load (ETL) procedures ensure that data is stored, related, and optimized to support the advanced predictive analytics and business intelligence functions within the system.

4.7.2. Business Intelligence (Trade Secret)

To comply with the requirements listed in MBL's RFP with respect to a data warehousing and reporting tool, Avail is proposing our Business Intelligence module. This function will provide MBL with a reporting suite that contains voluminous amounts of data that can be easily analyzed. Each of the reports generated in this module will provide a clear and user-friendly representation of the selected data parameters. We are proposing this tool to MBL; it will fulfill your requirements for operational, ridership, vehicle health, idle monitoring, driver behavior, and government reporting.

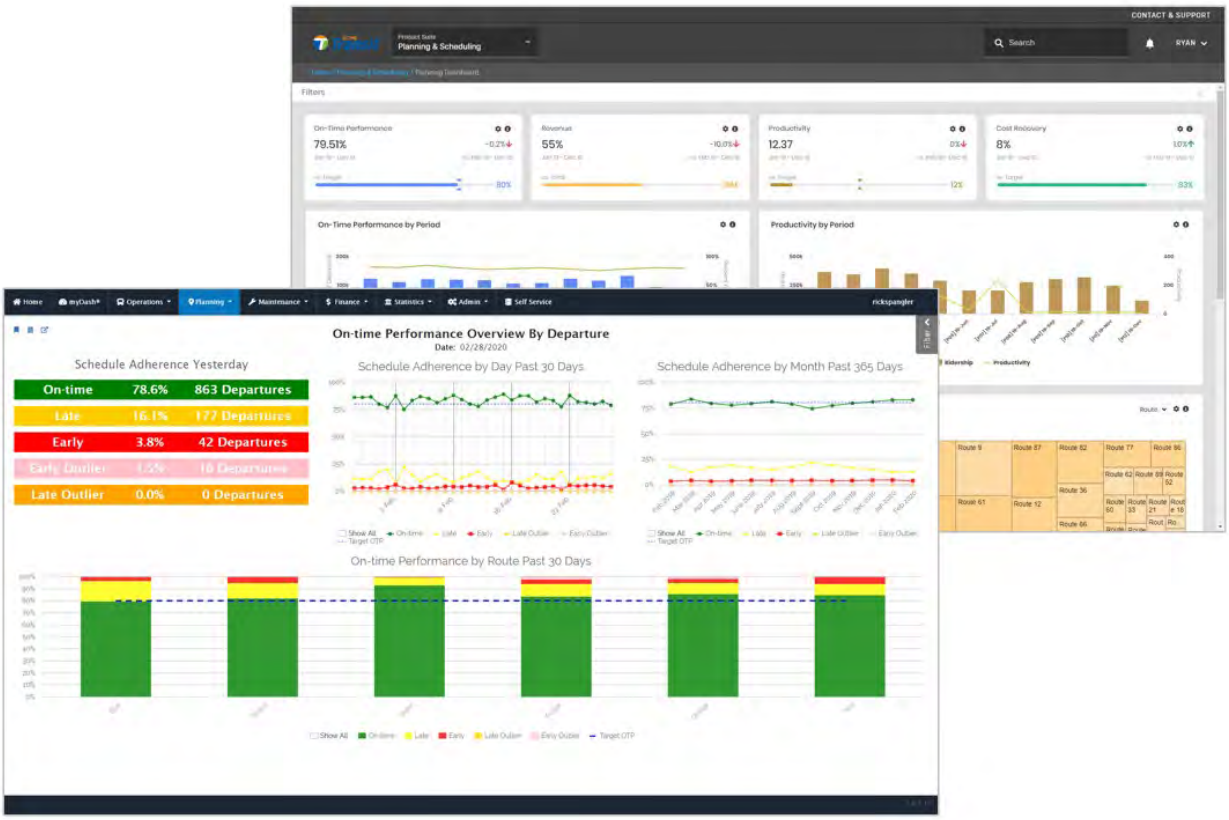
Our Business Intelligence (BI) module has the flexibility to allow the users to see **any** report they need, when they need it. MBL will have the flexibility to create your own reports through self-service reporting, have easily navigable and drop-down reporting menus, manage canned reports, adjust reporting parameters to their needs, and have the availability to receive reports at a desired frequency (hourly, weekly, etc.) via email.

Coupled with our data warehouse and analytics engine, our reporting solution can automatically find proactive results and display them in a user-friendly fashion. We do not limit an agency's ability to access their data, and there are full export capabilities which allow data to be exported and shared in any number of formats.

BI is also *role-provisioned* meaning it is available to any staff member with "reporting rights" granted to them by the administrator. The reports are configurable to each user and shall allow for canned, custom, or ad hoc reporting.

A menu bar across the top of the home screen displays the different categories of reports and features you can access. For example, the myDash option has features which allow users to customize their BI dashboard so that they can manage their reports and bookmark them.

The following screenshot is our On-time Performance Dashboard under Planning & Scheduling.

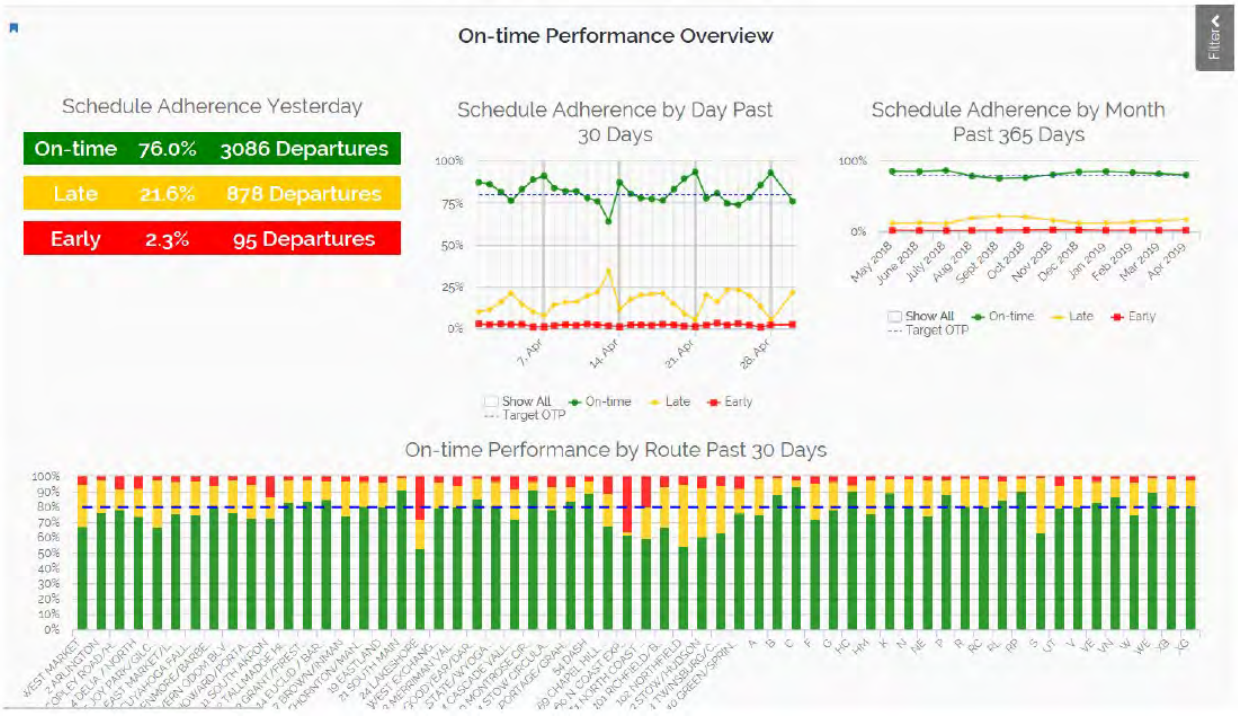


Some of the key features of the BI reporting module include:

- Schedule adherence reports by block, run, route, trip, stop, service period, day, hour, and operator
- Visual running time data that easily illustrates the difference between scheduled and real-time data
- Farebox ridership information and revenue data block, run, route, trip, stop, service period, day, hour, and operator
- Automatic passenger counts by block, run, route, trip, stop, service period, day, hour, and operator
- Incident and event data
- NTD reporting utilizing the APC count data and system miles and hours information
- Operational summary reports including login status reports, pull-in and pull-out reports, schedule adherence reports, etc.
- Vehicle health monitoring (VHM) reports to quickly identify vehicle problem trends before they become major issues
- Self-service reporting module allows users to create their own real-time dashboards and reports
- Ability to quickly apply data filters across all reports to perform and analyze *what-if* scenario modeling

The following screenshots provide examples of the data that can be accessed and pulled into a report. While there are an unlimited number of reports that the BI is capable of, we have chosen these illustrations based on the requirements outlined in the compliance matrix.

4.7.2.1. Schedule Adherence



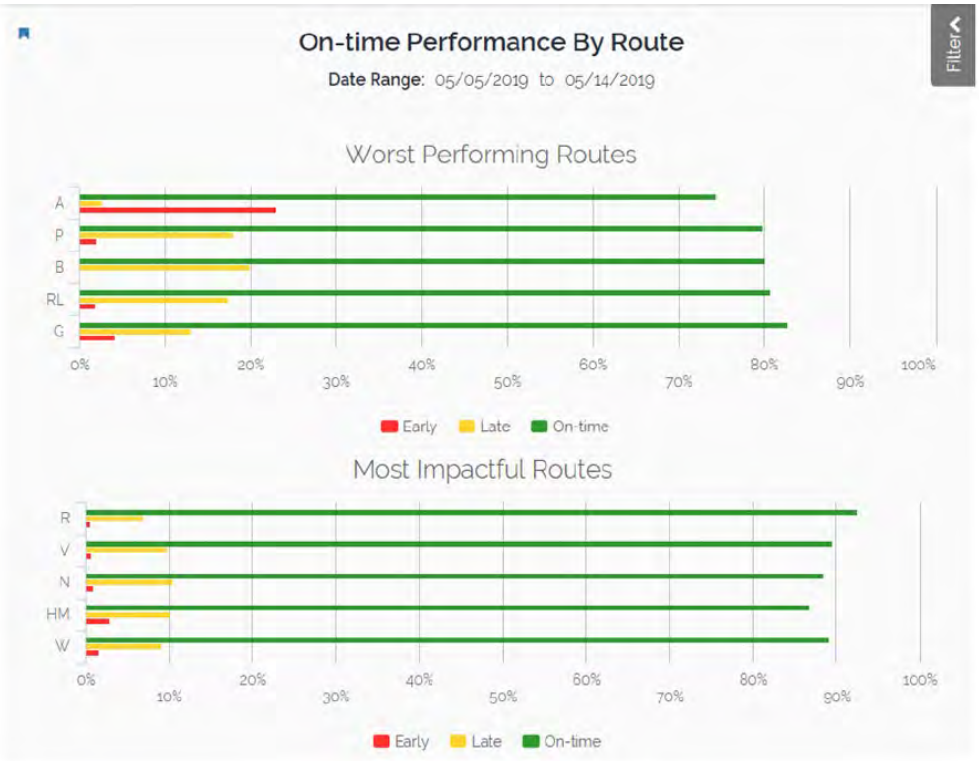
The table on the top-left displays departure performance for the previous day. Each agency can use this chart to determine whether the statuses for the previous day's departures were unusual. This table can help you identify the beginning of a problematic trend.

The on-time performance overview dashboard provides a high-level overview of the departure statuses. This dashboard will allow each agency to assess the late, early, and on-time statuses of departures over different time periods and by route. These charts will help you identify problematic trends or routes that have unacceptable amounts of departures that are not on time.

The two-line charts display departure statuses over time for the past 30 days and the past year. The line charts allow you to determine whether there is a problematic trend in the proportion of departures that were not on time. Some trends are easier to identify over time.

The bar chart along the bottom reveals routes with an unacceptable number of early or late departures within the past month. This chart can be helpful when only particular routes have a problem with on-time departures; the line charts for the entire fleet might not indicate an issue.

Clicking any of the charts on the top row opens the on-time analysis in a new window where you have more options for drilling down and filtering. The next section describes the on-time analysis report. On the bar chart on the bottom, clicking a bar for a route opens a bar chart for that one route in a new window.



On-time performance by route

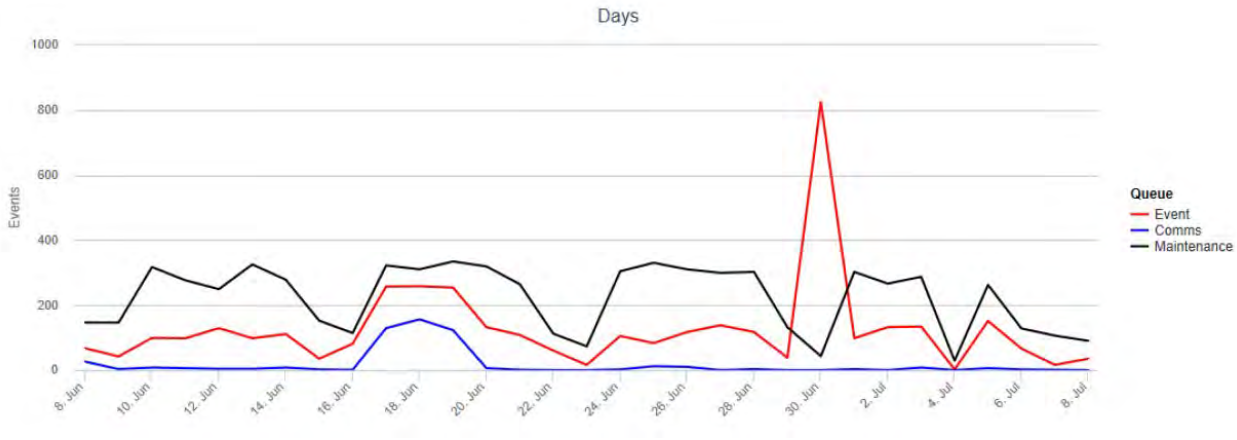
This dashboard displays on-time performance by route. Using the information in the dashboard, you can identify dwell times versus run times, or identify routes that need performance improvements (and set the priorities for these improvements). The information in this dashboard reflects a date range set in the filter. The first bar chart displays the five worst performing routes based on their on-time statuses. The second graph displays the on-time performance for the five routes with the most riders. An impactful route might not have the worst on-time performance, but poor performance will affect more riders, which might increase the priority. Between these two bar charts, you can identify the worst performing routes and the routes that affect the most riders, and help you target remedial efforts on the routes that need it the most.

4.7.2.2. Events

The events dashboard displays the number and type of events over the date period that the filter specifies. Agencies use this dashboard to determine if there are an unusual number of events, the types of events, or a trend in events that can disrupt service. Events are occurrences that myAvail displays in the event, communications, and maintenance queues. Examples of events tracked by the system include the following:

- Emergency alarm
- Priority request to talk

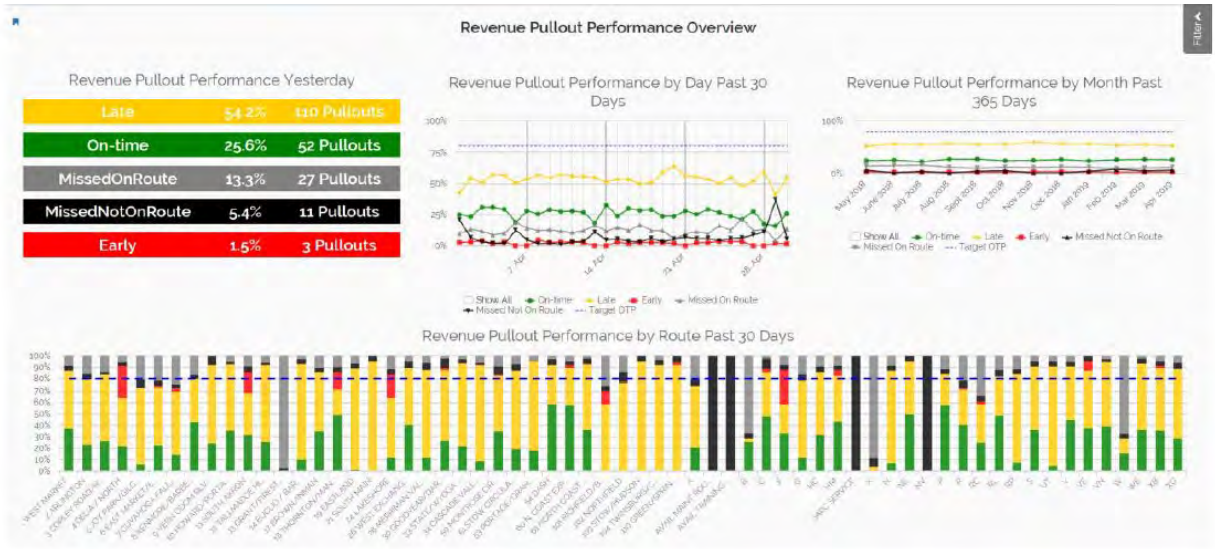
- Request to talk
- Message from dispatch to vehicle failed
- Call to vehicle failed
- Late logon warning
- Transfer connection in jeopardy
- Message from vehicle
- System error message
- System warning message
- System informational message
- Wheelchair lift event (several levels–pass, fail, and skip)



Number of events

The line chart displays the number of events by queue: event, communications, and maintenance. The agency can use the line chart to assess the number of events and determine whether there is a trend. The events dashboard can also be displayed as a pie chart to identify which types of events comprise the largest proportions of events, or as a bar chart to display the number of events by different categories such as day of the week, top five dispatchers, top five drivers, and hour of the day.

4.7.2.3. Pullout/Pull-in



Revenue pullout overview

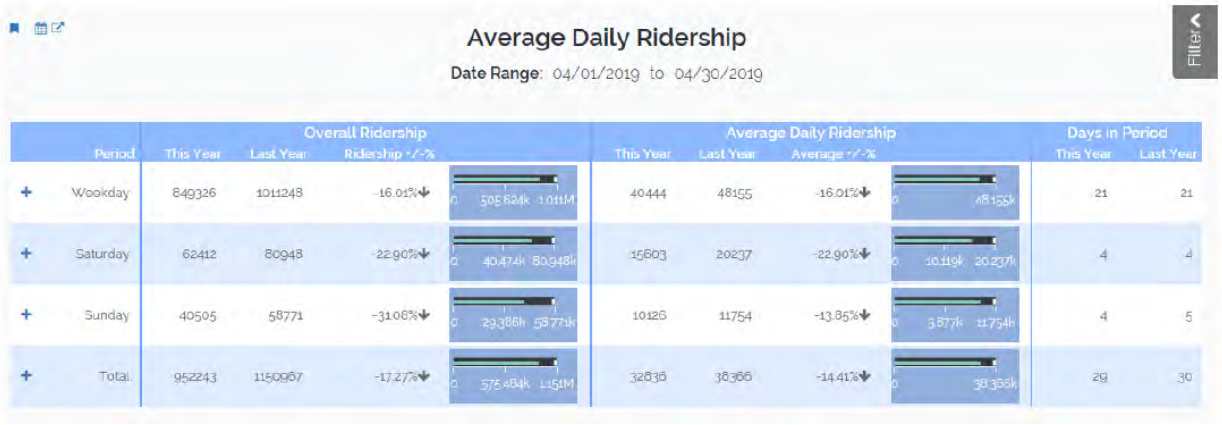
The revenue pullout overview provides a high-level overview of the statuses for revenue pullouts. The agency can use this dashboard to assess the late, early, and on-time statuses of revenue pullouts over varying time periods and by route. These charts can help the agency identify problematic trends or routes that have unacceptable amounts of pullouts that are not on-time.

The table on the top-left displays revenue pullout performance for the previous day. The agency can use this chart to determine whether the statuses for the previous day's pullouts were unusual. This table can help the agency identify the beginning of a problematic trend.

Both line charts display revenue pullout statuses for the entire fleet over the past 30 days or the past year. These line charts can determine whether there is a problematic trend in the proportion of pullouts that were not on time.

The bar chart along the bottom displays revenue pullout statuses by routes over the past 30 days. This chart reveals whether a route has an unacceptable amount of early or late pullouts within the past month. This chart can be helpful when only particular routes have a problem with on-time pullouts; line charts for the entire fleet might not show a problem.

4.7.2.4. Average Daily Ridership



Average Daily Ridership

Date Range: 04/01/2019 to 04/30/2019

Filter

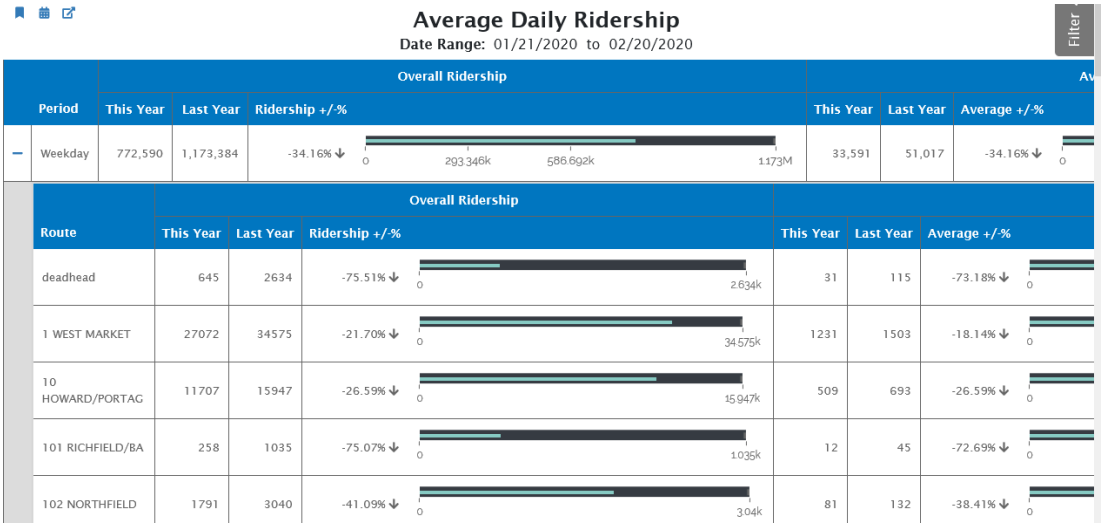
Period	Overall Ridership This Year	Overall Ridership Last Year	Overall Ridership Ridership +/-%	Average Daily Ridership This Year	Average Daily Ridership Last Year	Average Daily Ridership Average +/-%	Days in Period This Year	Days in Period Last Year
+ Weekday	849326	1011248	-16.01%	40444	48155	-16.01%	21	21
+ Saturday	62412	80948	-22.90%	15603	20237	-22.90%	4	4
+ Sunday	40505	58771	-31.08%	10126	11754	-13.85%	4	5
+ Total	952243	1150967	-17.27%	32836	38366	-14.41%	29	30

The average daily ridership report displays the total and average ridership for the date range specified by the filter. It also compares this range to the same period in the previous year. The agency can use this report to see how ridership is changing over time. The summary view report shows information by service level (e.g., weekday, Saturday, Sunday).

The default report displays values for the entire property. The agency can use the filter pane to display ridership values for the routes you specify.

Note: A configurable system parameter determines whether this report utilizes either automated passenger counter (APC) data values or farebox ridership.

Click the plus sign for a service level to expand it and display ridership information for specific routes. For example, the expanded area below displays ridership for weekday routes.



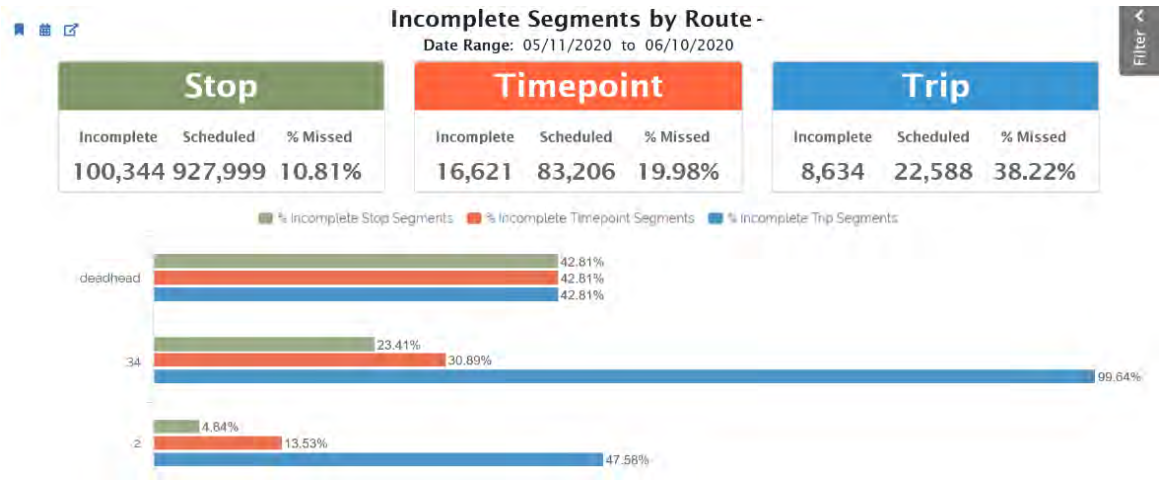
Average Daily Ridership

Date Range: 01/21/2020 to 02/20/2020

Filter

Period	Overall Ridership This Year	Overall Ridership Last Year	Overall Ridership Ridership +/-%	Av This Year	Last Year	Average +/-%
− Weekday	772,590	1,173,384	-34.16% 0 293.346k 586.692k 1173M	33,591	51,017	-34.16% 0

Route	Overall Ridership This Year	Last Year	Ridership +/-%	This Year	Last Year	Average +/-%
deadhead	645	2634	-75.51% 0 2.634k	31	115	-73.18% 0
1 WEST MARKET	27072	34575	-21.70% 0 34.575k	1231	1503	-18.14% 0
10 HOWARD/PORTAG	11707	15947	-26.59% 0 15.947k	509	693	-26.59% 0
101 RICHFIELD/BA	258	1035	-75.07% 0 1.035k	12	45	-72.69% 0
102 NORTHFIELD	1791	3040	-41.09% 0 3.04k	81	132	-38.41% 0



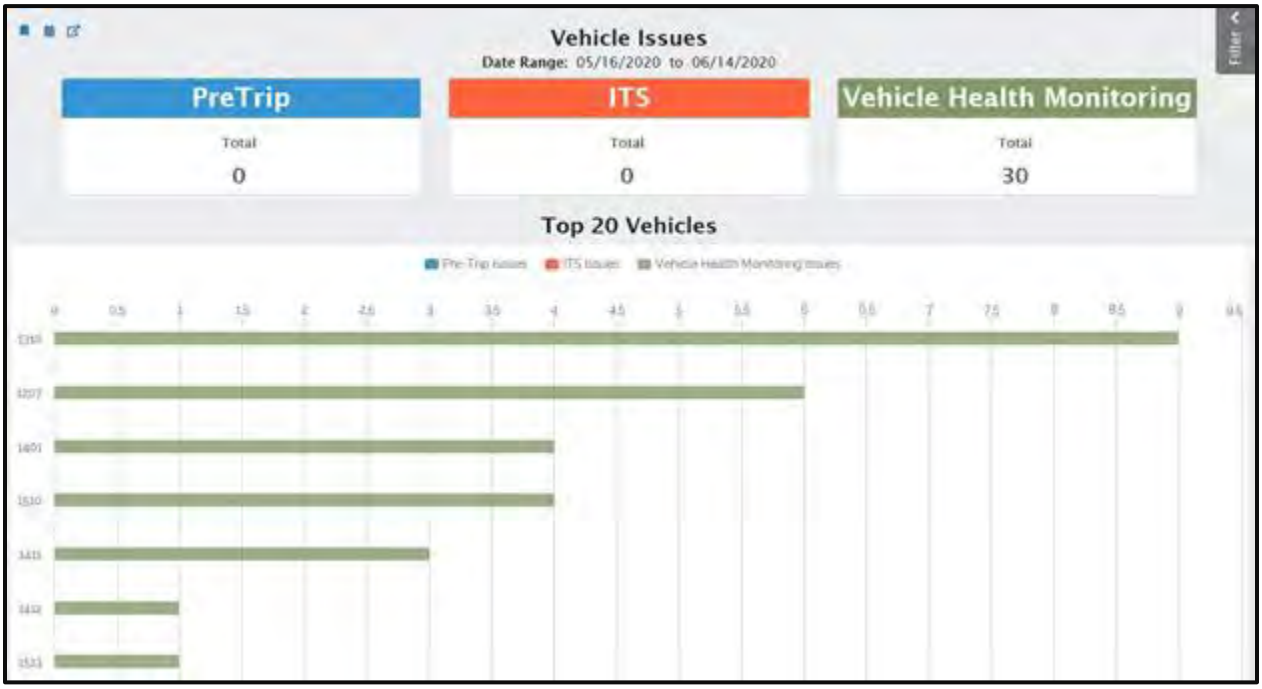
This report provides information by route about the portion of scheduled service that is not recorded, which the reports display as a percentage of total service. This report identifies the routes that have the most incomplete trip segments, incomplete timepoint segments, and stop segments. Avail understands the importance of accurate, reliable, and consistent data and this report highlights the scheduled data that the system is missing with a system generated explanation as to why a particular stop, timepoint or trip segment is missing to help you identify and correct the issue.

This report displays three key performance indicators (KPIs) at the top for the entire property:

- Stops: Indicates the number of incomplete stop segments, total scheduled stop segments, and the percentage of missed stop segments (incomplete/scheduled).
- Timepoints: Indicates the number of incomplete timepoint segments, total scheduled timepoint segments, and the percentage of missed timepoint segments (incomplete/scheduled).
- Trips: Indicates the number of incomplete trip segments, total scheduled trip segments, and the percentage of missed trip segments (incomplete/scheduled).

A missed stop, timepoint, or trip segment occurs when there is scheduled service, but the system does not record that service occurring. A high percentage of missed service can occur for a wide variety of reasons and affects various statistics including route utilization. After identifying routes with high percentages of missing service, it is critical to investigate and determine the reason why they are occurring.

4.7.2.5. Vehicle Health/Maintenance



The vehicle issues report displays the top 20 vehicles with the most issues. The agency can use this report to assess the prevalence of maintenance issues across the entire fleet to identify vehicles with an unusually high number of issues. The color-coded bar chart indicates the number of issues by category type. These types include pre-trip issues, ITS issues, and vehicle health monitoring (VHM) issues. The agency can use this report to identify vehicles with an unusually high number of issues for the date range that the filter pane specifies. On the Vehicle Issues report, each bar represents a vehicle. When you click on a bar, you can display the issues for a vehicle in more detail, as shown below, for the VHM Issues and ITS Issues.

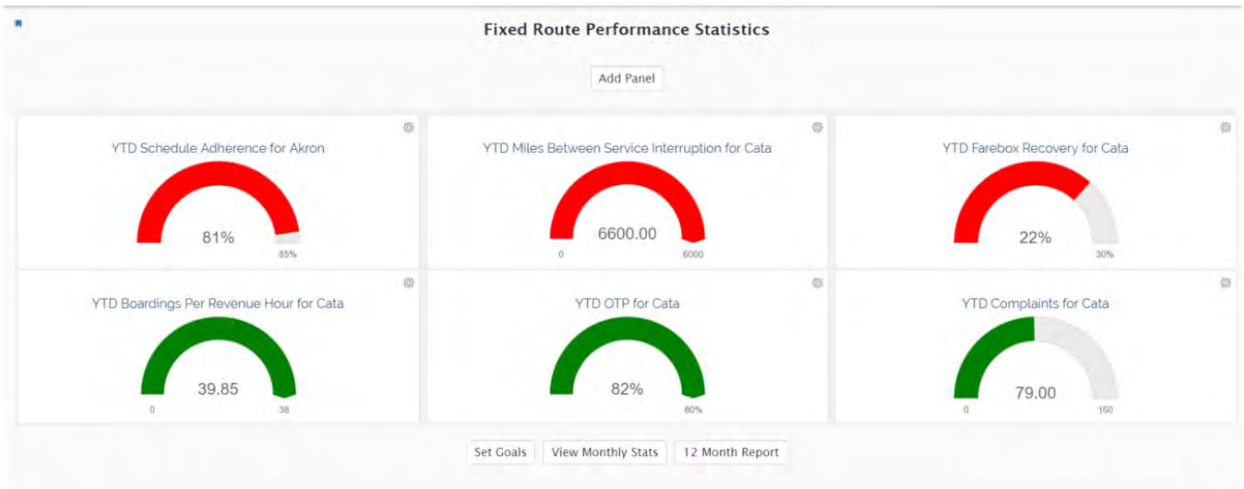
VHM Issues

Operator	Message_Type	Vehicle_Time_Stamp	Priority	FMI	SPN	Lamp_Status	Flash_State	Flash_Urgency	Alert_Description	FMI_Description	Fault_Code	SPN_Name	SPN_Description	Component	Manufacturer
Grant, Everette	DTC	1/22/2019 6:14:40 AM	2	18	157	AmberWarning	On-Steady	Slightly Urgent		An unexpectedly low fuel delivery was detected on the front three cylinders. [Fault Code: 559]	559	Engine Injector Metering Rail 1 Pressure	The gage pressure of fuel in the primary, or first, metering rail as delivered from the supply pump to the injector metering intake.	Engine	Cummins

Timestamp	Operator	Device	DiagStatus
7/11/2019 10:15:48 AM	Undefined	APC	Failed Automated Test
7/11/2019 10:15:48 AM	Undefined	Annunciator	Failed Automated Test
7/11/2019 11:09:19 AM	avail, avail	APC	Failed Automated Test And Skipped Manual Pretrip Verification
7/11/2019 11:09:19 AM	avail, avail	Annunciator	Failed Automated Test And Skipped Manual Pretrip Verification
7/18/2019 3:57:48 PM	avail, avail	APC	Failed Automated Test And Skipped Manual Pretrip Verification
7/18/2019 4:03:46 PM	avail, avail	APC	Failed Automated Test And Skipped Manual Pretrip Verification
7/19/2019 8:55:46 AM	avail, avail	APC	Failed Automated Test And Skipped Manual Pretrip Verification
7/19/2019 11:08:38 AM	avail, avail	APC	Failed Automated Test And Skipped Manual Pretrip Verification

4.7.2.6. NTD Reports

The fixed route performance dashboard displays critical metrics in a dashboard format and as year-to-date tabular reports for printing. This report blends standard reporting while providing guided **myDash**® functionality. This report has four screens: dashboard, target definition, monthly metrics, and fixed route performance. Using the dashboard, the agency can select any metric that the system or a user generates. The system then displays the performance of that metric against a performance goal you specify for either the previous month or year-to-date (YTD). The agency can use the gear icon to select the metric they want to track and set the date range.



Avail's NTD reporting capabilities have helped us get over 50 transit agencies certified to use our APCs and reporting in place of the outdated manual process. Here a few of the metrics the system can compile with the push of a button (showing both the average by period–weekday, Saturday, Sunday, and the total over a specified time interval):

- Actual miles
- Actual revenue miles
- Scheduled revenue miles
- Actual hours

- Actual revenue hours
- Scheduled revenue hours
- Unlinked passenger trips (UPT)
- Passenger miles (PM)
- Number of days scheduled operated
- Average passenger trip length (APTL)

4.7.2.7. myDash®

For a feature-rich dashboard set-up, the **myDash®** function allows the user to fully customize their BI dashboard from scratch. This approach is especially useful for individuals who are transit and data analysts.

When the user first selects the **myDash®** option, they are immediately presented with the following screen, which allows them to customize their dashboard right from the start. The "add" button, below each report selection, allows the individual to quickly select the reports they need by clicking on that button. Once the reports have been added, if the user selects the **myDash®** menu bar option again, it will refresh the screen and the reports are automatically populated into the dashboard. The user can also bookmark reports and adjust the layout by selecting the settings gear at the top right of the new tab option.



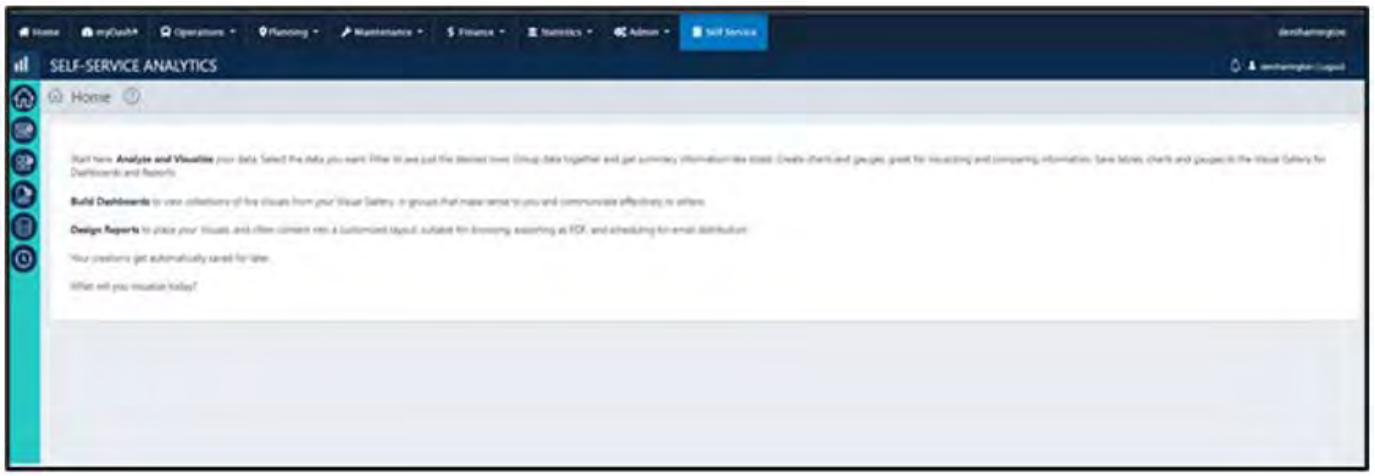
Some of the key reports that can be added to an individual's dashboard include:

1. Schedule adherence by block, run, route, trip, stop, service period, day, hour, or operator
2. Run times that easily illustrate the difference between scheduled and real-time
3. Farebox ridership and revenue data by block, run, route, trip, stop, hour, etc.
4. Automatic passenger counts by block, run, route, trip, stop, hour, operator etc.
5. Incident and event data

6. NTD Reporting utilizing the APC count data and system miles and hours
7. Login status reports, pull in and pullout reports, etc.
8. Vehicle health monitoring and vehicle problem trends

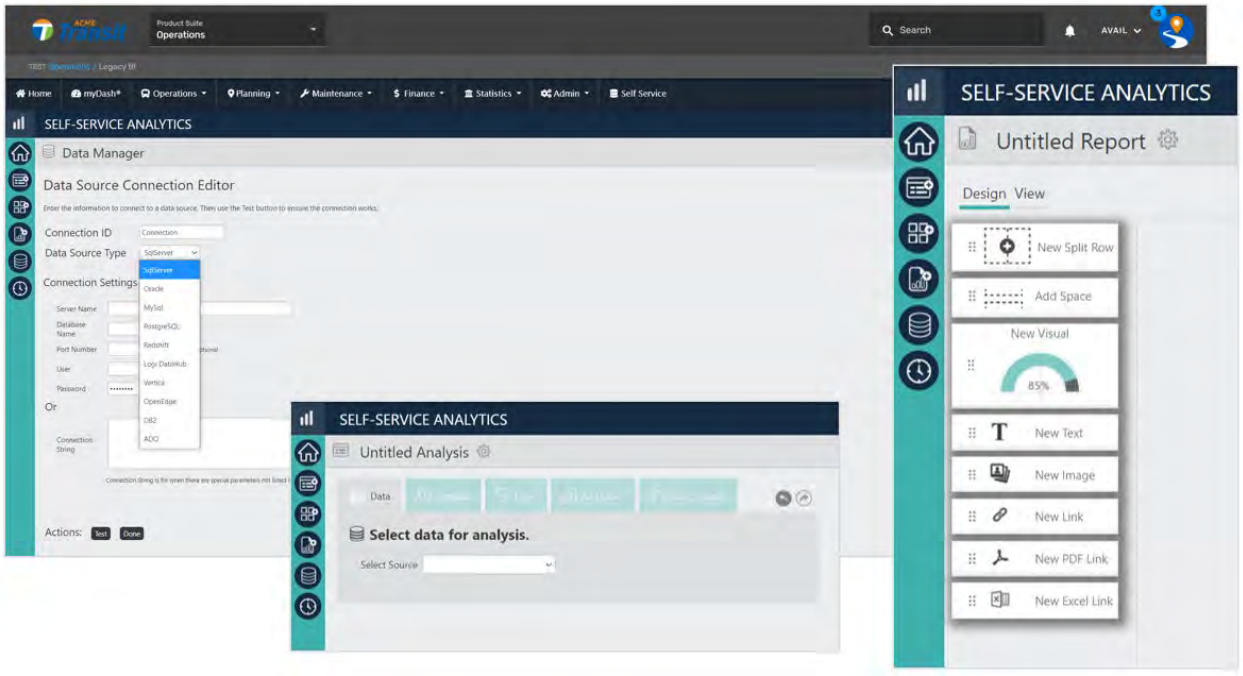
4.7.2.8. Self-Service Reporting Module (SSRM)

Much like **myDash®**, when the user selects the self-service option, they are immediately presented with the following screen.



As the individual hovers over any of the symbols on the far-left navigation screen, they are presented with various options that allow them to build their report(s). The analysis option, illustrated below, allows the user to select the source from which they will pull their data, and once that option is selected, they will be directly presented with another field that allows them to select the specific data element (APC data, driver logons, fare currency, event data, etc.) they are interested in examining.

While this feature is intuitive, to ensure that each agency can fully leverage this useful tool, Avail Technologies will provide a training plan and training hours specific to this feature. In addition, to ensure that each agency receives a training plan that meets the requirements for their users and fulfills SSRM reporting infrastructure and requirements, this aspect will be fully vetted during the project kickoff of Avail's project implementation plan.



Using the analysis feature, users can create custom datasets that are easily exported to Excel, or visualizations can be created in the visual analysis tool. Users can also add their visualizations or tables to dashboards and reports within the self-service framework. All their work can then be shared with others across the organization.

At a high-level, SSRM capabilities include:

- Report management interface where users manage, schedule, and share dashboards, reports, and analyses.
- Data discovery for users to quickly visualize new insights with features like automatic data grouping, customizable in-cell graphics, and best-fit chart recommendations.
- Report layout editor helps users design and format print-ready reports with data visualizations.
- Query builder for users to select the data sources they have access to, choose specific data for analysis, and feed this data into the analysis grid to create visualizations.
- Metadata builder for IT and developers to define recognizable table and column names for users to query their data.

4.8. Third-Party Integration

Through our onboard system, Avail Technologies has the capability to integrate with multiple third-party vendors by being able to directly wire those systems to our IVU. From there, the IVU and the third-party system readily communicates (bidirectionally) and this information is sent to and from the backend (myAvail). Avail uses both J1939 and J1708.

J1708 is the communications hardware standard, and we use J1587 as the communications protocol. These components form a communications network that transit vehicles use to connect various components. The nonproprietary standard allows different components produced by various manufacturers to communicate.

Avail uses the J1708 network, which connects components such as the farebox, internal signage, APC controller, and the destination sign.

The J1708 device driver provides an application program interface (API) for sending and receiving SAE J1708 messages. It is designed to work with our J1587 software and abstracts away the technical details and many complexities associated with message timing and interfacing to the physical layer. This increases the simplicity of the application software and improves reliability.

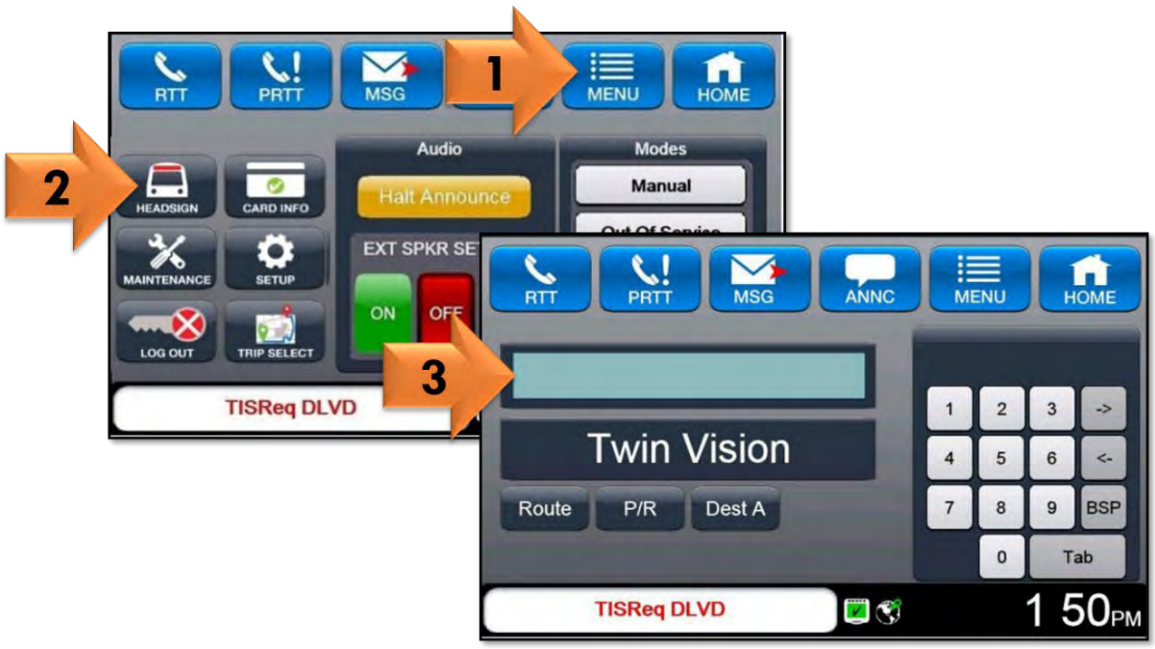
The service also provides an SAE J1939 protocol stack designed by Simma Software, a nationally recognized controller area network (CAN) bus expert, to meet the demanding needs of the high-speed CAN. This source code uses a high-performance modular design and has a simple API.

Interfaces such as SAE J1939, SAE J1708/J1587, Avail's IVU in-vehicle data service API, Ethernet, MGRs, back-end APIs, and cellular networks allow us to currently integrate with 50 third-party hardware and software vendors that support the public transit industry. Below is an image of just some of our third-party partners.



4.8.1. Headsigns – TwinVision/Hanover/Aesys

For Avail, this is a standard J1708 integration connected to our IVU. If there are headsigns that have Wi-Fi capability, we will connect that headsign to the MGR so there is Wi-Fi capability. Should the need arise, the bus operator could manually update the headsign with our system.



Avail Technologies integrates seamlessly with Twin Vision, Hanover, and Aesys headsign displays to support the integration that MBL is requesting for destination signs. We have been doing headsign integration since our first project over 23 years ago.

Avail is proposing to interface with the existing headsigns to provide the requested features for controlling the headsign. Triggering the headsign will work in accordance with each stop and timepoint encountered. When the vehicle is logged into a run using the MDT the following capabilities are supported based on operations:

- When operating on deadhead from the garage to the first trip of the run, the MDT will automatically command the headsign to display a message that can be configured by MBL. This message could be "outbound," "inbound," "out of service," "from garage," or the message that will be displayed during the first trip.
- When the vehicle is logged into a run using the MDT but operating on deadhead to the garage from the final trip of the run, the MDT will automatically command the headsign to display a message that can be configured by MBL. This message could be "out of service," "to garage," or the message that will be displayed during the final trip.

- When the vehicle is logged on but operating on deadhead for interlining between trips in the course of a run, the MDT will automatically tell the headsign to display a message that can be configured by MBL. This message could be "out of service" or the message displayed during either the previous or upcoming trip.
- When the vehicle is logged into any run using the MDT, the vehicle operator will be able to override automatic headsign control and manually command the headsign to display one of a set of preconfigured messages that can be configured by MBL (e.g., "out of service" or "in training").
- When the vehicle is in covert alarm mode, the MDT will automatically command the headsign to display one of a set of preconfigured messages that can be configured by MBL (e.g., "call police").

4.8.2. Farebox – Cubic

Any of the fareboxes we integrate with supports a physical J1708 interface. J1708 refers to a Society of Automotive Engineers (SAE) serial communications hardware standard while J1587 is the communications protocol. These two components form a communications network that transit vehicles use to connect to various components in their fleet.

myAvail and the farebox is connected by the J1708. Because of this connection, we can update farebox changes on the fly. If the route changes during the run, the updated route is sent to the farebox. There is also an option to send location data to the farebox upon door open events.

The J1708, which is also connected to the MDT, interfaces with the farebox and gives the operator a single point of logon for all connected components—when they log into the MDT, it automatically logs them into the farebox.

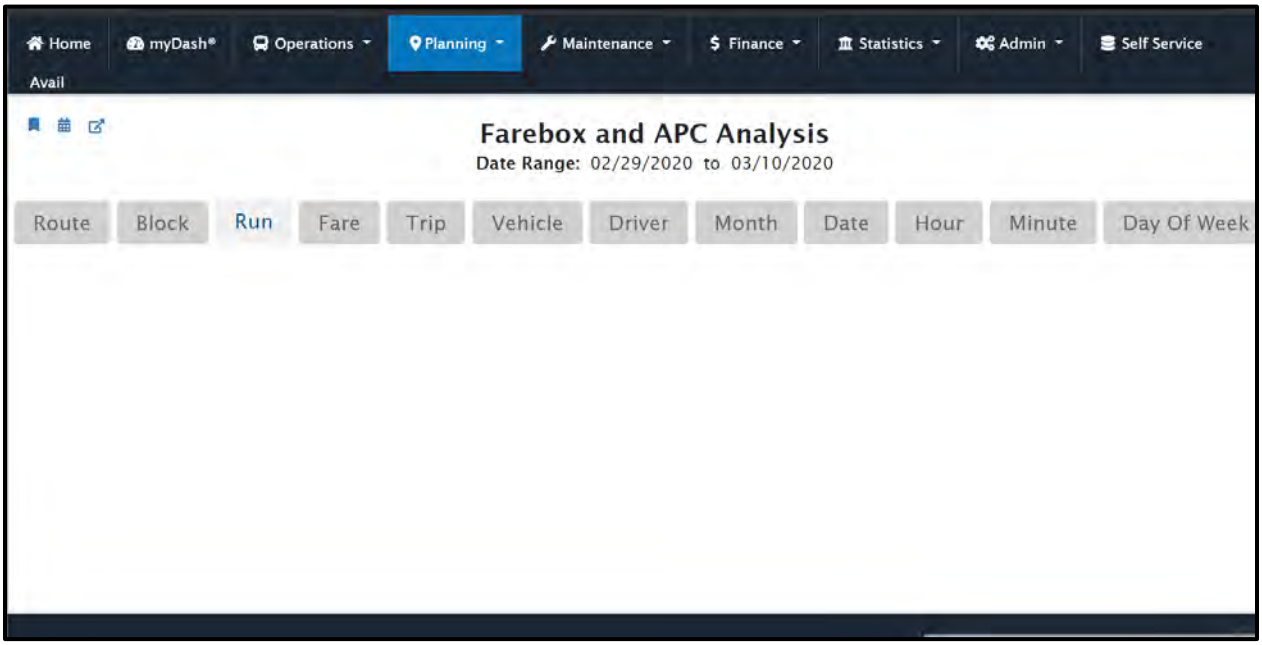
In fact, our J1708 integration capability is so strong that we helped GFI to perfect the J1708 interface between GFI and ITS systems. Through this interface, we can send driver ID, route, run, trip, direction, stop ID, and fare set to the farebox. In addition to this, to comply with NTD reporting requirements, myAvail designed BI reporting tools to provide reporting on the GFI data set. We can pull the entire dataset from the GFI database, providing a user-friendly data mining capability that anyone in your organization can adopt.

This is a powerful reporting engine and truly unique in the capabilities it provides. It is the key interface to the vast amount of data stored in our backend transit database and data warehouse, providing robust data analysis and reporting capabilities.

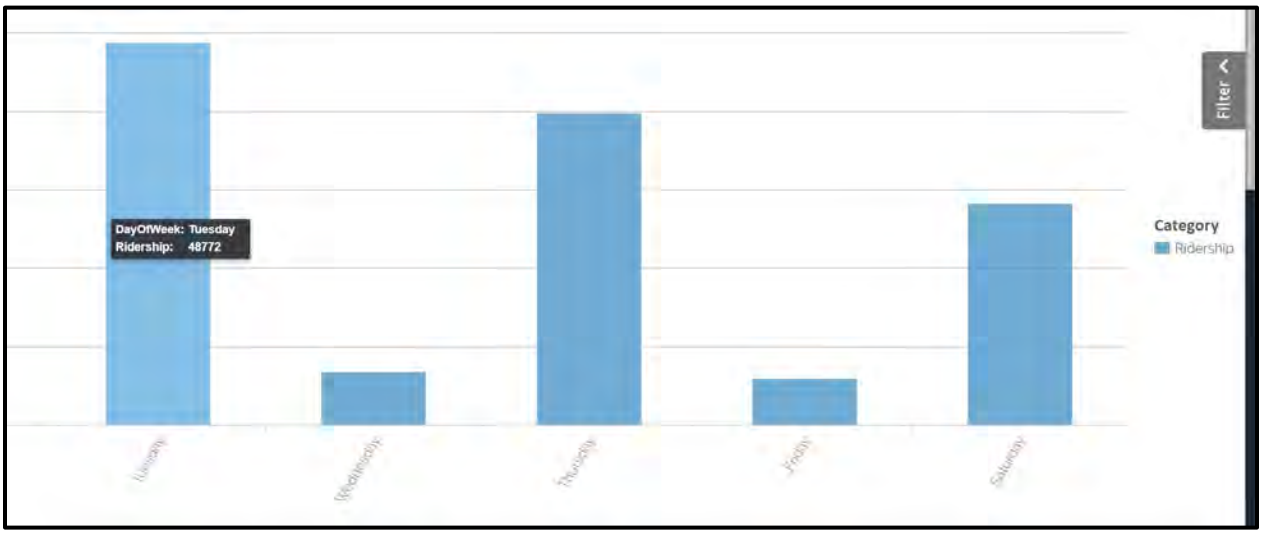
Some of the key features of the myAvail reporting module include:

- Farebox ridership and revenue data
- Automatic passenger counts
- NTD reporting utilizing the APC count data and system miles and hours information

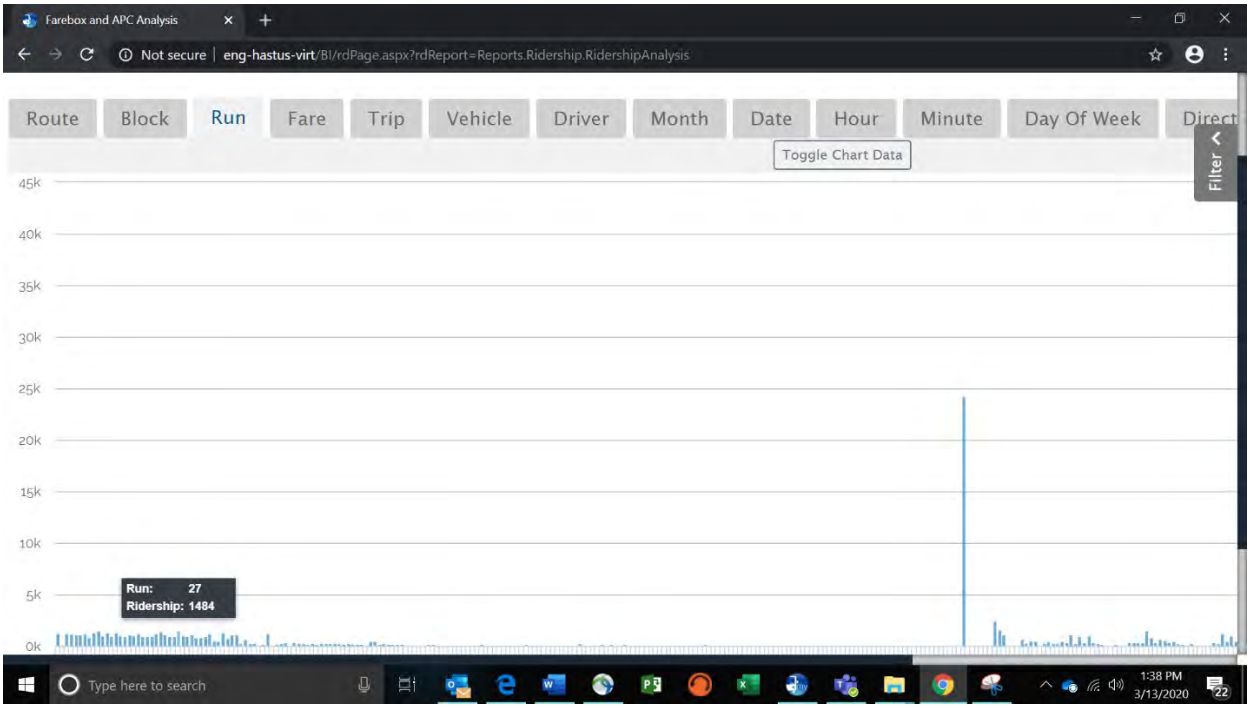
The following screenshots are several examples of the data that can be mined from our data warehouse and pulled into a report. In the Farebox and APC Analysis option, the user can examine this data by route, block, run, fare, trip, vehicle, driver, month, date, hour, minute, day of week, direction, service level, stops, and peak times.



Reporting parameters for Farebox and APC Analysis



Day of week report



Report of APC and fare analysis

We provide a single point of login to your Genfare farebox via the MDT screen. We have numerous deployments of farebox/ITS integration, going back a decade, for the GFI/Genfare fareboxes. While myAvail can and has been successfully integrated with the fareboxes as you are using them now with your existing CAD/AVL systems, there is still support you may need from GFI to ensure you have the proper J1708 interface and licensing in place with GFI.

Through this integration, you will only need one reporting tool to correlate your APC data with your fare data.

4.8.2.1. Cubic



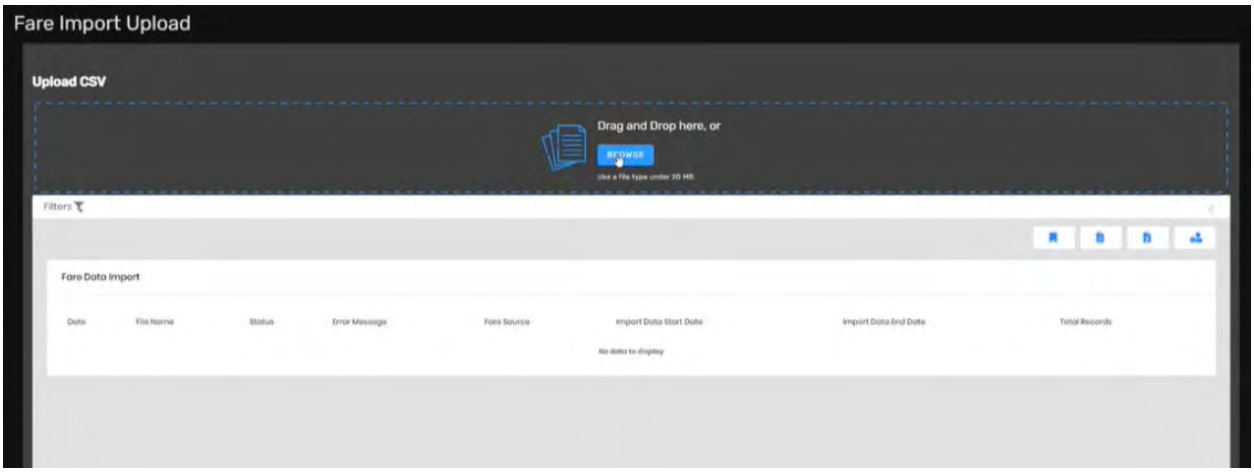
We are providing a single point of login to your Cubic fareboxes. This is an off-the-shelf capability for Avail and will utilize the same implementation as installed at other agencies. This interface allows the MDT to be the single login point for all connected components. You can check the health of the unit and send driver ID, route, run, trip, block, and fare set to the farebox through this interface. Note: Cubic may require that a software upgrade is obtained in order to complete this integration.

The myAvail reporting tools provide reporting on the fare data set. If the UFS data is made available to Avail via a remote database connection, Avail can provide the same data reporting features as is currently supported with GFI systems. However, this data is also controlled by MBL, and is not supplied to ITS contractors directly from Cubic. If MBL can access data or reports in a suitable data format, Avail can work with MBL to import the data for reporting purposes. No other vendor in the industry has the level of integration or the number of integrated solutions as Avail.

Avail has many years of experience with the Genfare manufactured farebox hardware and has recently begun the process of integration with the CUBIC TAP system. In fact, we currently have a Cubic TAP equipped farebox in the Avail lab for initial testing and validation of our standard J1708 farebox messages. Avail has developed an interface to produce the required logon and geolocation capabilities that property name has requested, and we will work with CUBIC to ensure full compatibility.

4.8.2.2. Fare Import Upload

One feature in the Planning and Scheduling suite is our Fare Import Upload card. This feature (and the data it captures) would typically be used be a range of roles at a transit agency, from the finance and executive team to planners and operations. Data from a customer's fare system is imported to Avail's Fare Import system and validated against transit schedule data. It's important to note that multiple fare sources can be imported, including your Cubic data. Ridership is a core data set for most high-level metrics and specific activities. This data can then be used to calculate KPIs, such as *ridership* or *per revenue hour* and used at a granular level to determine underperforming trips that may be cut from the service schedule or overloaded trips that may require the use of tripper buses to manage capacity problems in the future.



4.8.3. Automatic Passenger Counter - InfoDev

Avail has numerous existing customers with NTD certified InfoDev APC systems. In fact, Avail has worked closely with the FTA to successfully implement a fast-track APC certification process that we are currently utilizing with all our customers who request NTD certification.

To save costs by leveraging existing equipment, which is fully compatible, Avail will integrate with your current InfoDev GW-200 Gateway APC systems on your fixed route fleet. The APC solution will be seamlessly integrated with our MDT and IVU for fully automated operation to provide a minimum of 97% accuracy. Counts are transmitted over the primary data network in real time to the central system to give dispatchers continuous feedback on busloads to allow them to proactively anticipate and prevent any over-capacity issues before they happen. In situations where feeder buses may be needed, equipping the dispatcher with the ability to see the real-time passenger counts enables them to make better decisions during regular operations. This is also true when the operator needs to know the passenger count during an emergency.

Avail stores the real-time APC data in our data warehouse and can provide APC ridership data through our BI reporting toolset as well as through our vehicle replay feature.

4.8.4. TSP

Avail understands that MBL would like to work with a vendor who can provide integration for a TSP solution. Avail has supported multiple traffic signal priority integration projects over our history, including implementations with other systems such as the GTT Opticom solution in locations such as Grand Rapids, Michigan, and Indianapolis, Indiana (for the BRT solutions), and the Emtrac TSP solution in the Minneapolis / St. Paul area to support the Minnesota Valley Transit Authority regional system. We are prepared to support the future implementation of the MBL TSP solution when you are ready to implement it.

4.9. Transit Assets Suite (Option) (Trade Secret)

The transit assets suite meets all the technical aspects that MBL is seeking for your fleet maintenance management software. The transit assets suite was specifically designed to adhere to FTA's *Transit Asset Management Guide*. As such, it can manage asset classes, and enable components of asset management including inventory, purchase and work orders, condition assessment, and performance analysis. You can track the lifecycle of all agency assets including rolling stock, components, equipment, and facilities. Our system will help your agency ensure safe, dependable, and accessible services while complying with the state of good repair.

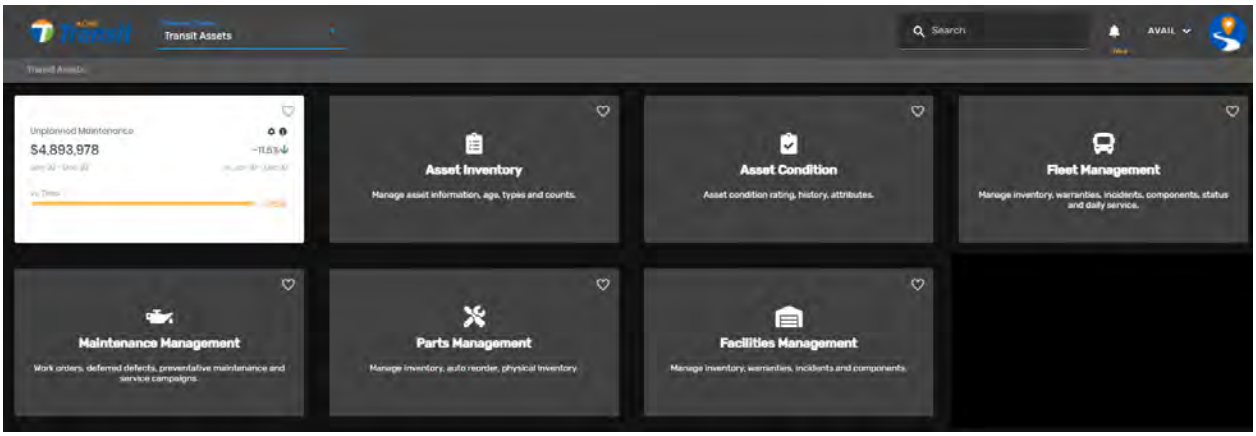


Transit Assets allows for a strategic and systematic process of operating, maintaining, upgrading, and expanding physical assets effectively throughout their life cycle. It focuses on business and engineering practices for resource allocation and utilization, with the objective of better decision-making based upon quality information and well-defined objectives.

The suite also has functionalities that include, but are not limited to:

- ✓ Generating work orders
- ✓ Maintaining parts and leased inventory
- ✓ Maintaining current and historical vehicle inventory and maintenance records
- ✓ Creating and managing preventative maintenance programs
- ✓ Managing asset conditions
- ✓ Managing daily services such as fuel and fluid consumption or tank meter entries
- ✓ Having a fully customizable reporting dashboard and system (business intelligence).

The following screenshot illustrates the features of the transit assets suite.



Transit assets suite (trade secret)

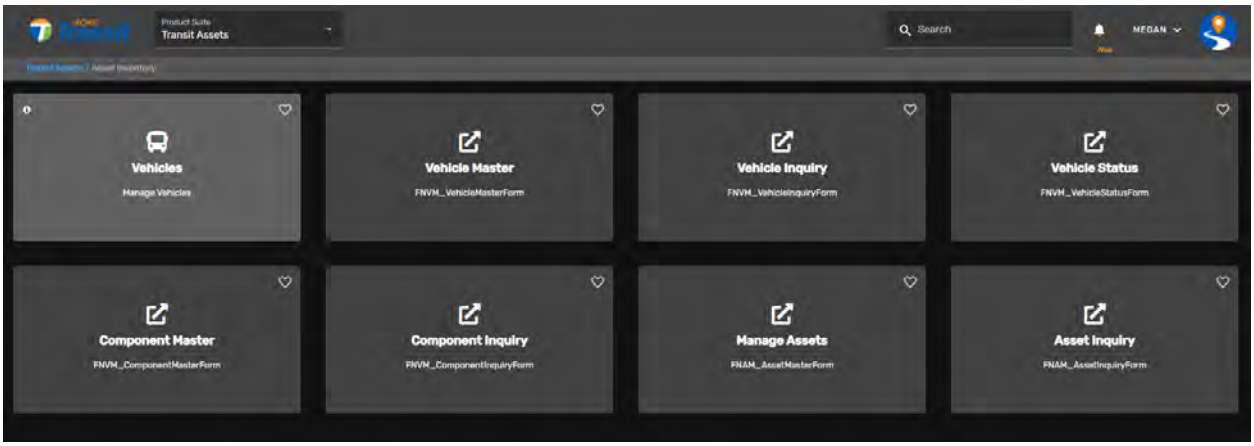
This suite features smart search functionality and bookmark/favorite tagging. These features, coupled with the Wayfinder learning tool, provide an insightful environment for the user and make it easy for them to learn and understand.

4.9.1. Asset Inventory

Asset inventory is the foundational block for your transit asset maintenance software. It has specific features designed for vehicles (rolling stock), fixed assets (such as bus stop signs and maintenance garages), and components. It's geared towards tracking assets that move and integrates into our CAD AVL system; equipment deployed on a bus can be automatically identified.

This suite identifies the agency's assets, their location, and key attributes like age and type of asset. It has an inquiry view and vehicle status updates status; if a vehicle is going to be out of service you can mark it as unavailable.

Additionally, the components inventory provides a hierarchical method with the capability to break the asset inventory down to the smallest maintainable unit for your specific agency needs.



Asset inventory (trade secret)

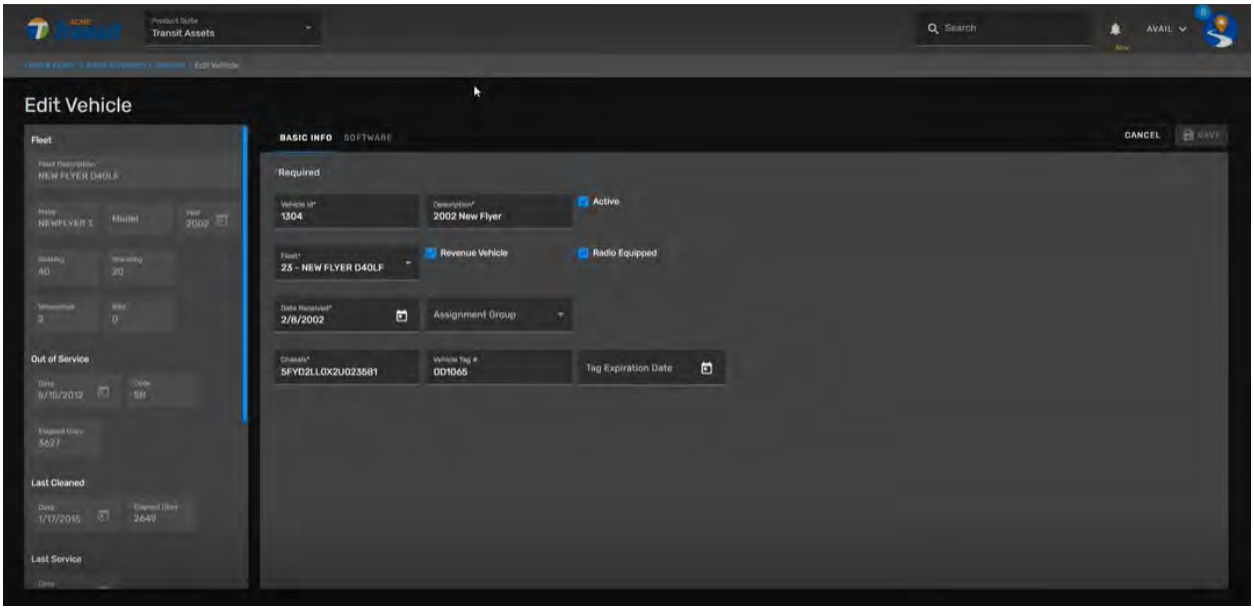
The vehicle master card features comprehensive recordkeeping capabilities including the ability to add notes and photos for documentation and associate warranty information with a vehicle. Multiple warranties for the same asset can be tracked and defined by the begin and end date, how much time remains, and if it's determined by calendar date, miles, or hours, Later when you create a work order, the first thing the system does is check for any active warranties; before the work order is logged, you are able to indicate if it is a warranty repair that may be reimbursed versus a general repair.

Other features include NTD statistics to help with reporting, inspections set up by mileage or time, tire tracking, assigned work orders, and the history of consumables, which is especially important for timely maintenance.

Vehicle history tracks everything that happened to the vehicle during a given period including miles, hours, failures, labor costs, consumables, and any overhead cost parts or outside work that was done allowing you to calculate the cost per mile, cost per hour, and miles between failures. Service history is very important from a transit standpoint maintain vehicles in a state of good repair. Auditors can check individual records quickly and easily.

The vehicle information screen shows bus ID, model and year, what fleet it belongs to, chassis number, license, and tag expiration depending on state. The software is on the CAD/AVL side so MCDID tells the system what vehicle it is, you can put it in fleet group (fixed route, non-revenue, paratransit, etc.).

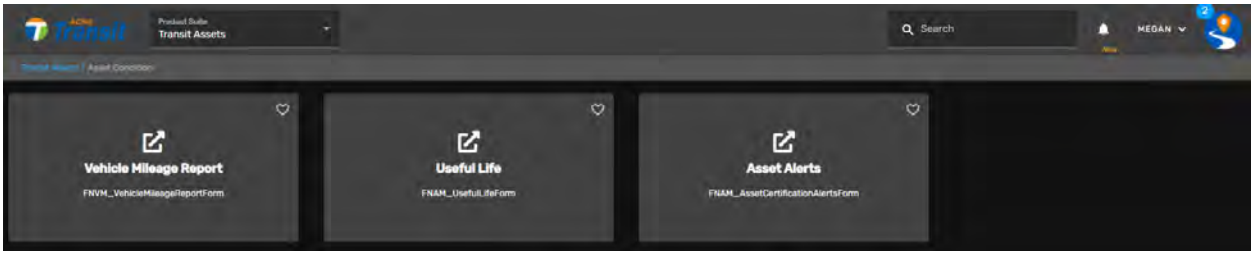
Equipment that is specific to one bus is entered on the vehicle side, while things that are common to the entire fleet, are set up in fleet. Once you define a bus in the fleet, the characteristics are inherited throughout the record.



Vehicle information (trade secret)

4.9.2. Asset Condition

Asset condition provides the capability to track required condition ratings for FTA's transit asset management plan and forms the foundation for asset condition monitoring utilizing the deep business intelligence capabilities of ETMS. Consumables, downtime, preventative maintenance performance, and vehicle health monitoring provide ample data to measure the condition of your assets in real time.



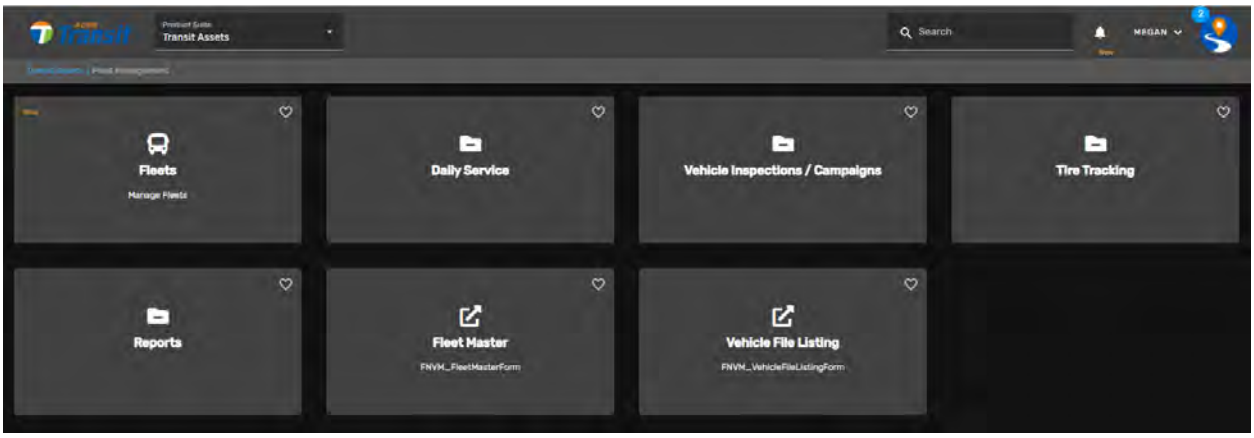
Asset condition (trade secret)

4.9.3. Fleet Management

Fleet management features are dedicated to managing rolling stock inventory. Preventative maintenance cycles, daily fleet service records, interfaces to fuel island systems, and fleet-specific repair campaigns are all managed here.

Preventative maintenance determines the type and frequency of inspections and maintenance procedures, defines the minimum requirements for servicing and maintaining equipment, serves as a comprehensive maintenance checklist, and forecasts those inspections coming due. Utilizing our setup procedures improves the efficiency of determining that the preventative maintenance schedule is adhered to. These measures help reduce errors in day-to-day operations and increase the overall preparedness of the agency's ability to serve the public. The implementation of preventative maintenance procedures is a vital part of efforts to promote safe practices.

The following screenshot illustrates the features of the fleet management module.



Fleet management (trade secret)

The fuel island feature allows users to import data from an automated fuel island. We have over 30 years of experience creating multiple fuel island interfaces; if an agency selects a vendor we currently do not have an interface for, one can easily and quickly be created if the system allows data export. The data from these systems will be imported into the myAvail database and integrates with inventory, vehicle maintenance, and general ledger. The module allows data import from a fuel island file, error log reviews, and access to fuel island files from within myAvail. The interface allows you to import the data you need to process and report on fuel and fluid usage across the fleet. The data is provided both through built-in standard reports and the business intelligence platform.

"S & A Systems, Inc., the manufacturer of the FLEETWATCH Fuel and Fluids Management System, have many successful integrations with the Transit Assets product offered by Avail Technologies. Public Transit Agencies in many states, including California, all benefit from the seamless integration between the FLEETWATCH System and Transit Asset software. S & A Systems is a proud partner with Avail Technologies in their product offerings."

Don Srygley, President
S & A Systems, Inc.

4.9.4. Maintenance management

The vehicle maintenance system is designed to monitor maintenance activities and associated costs. Each vehicle is assigned a unique identification number and grouped into a fleet according to make, model, purchase date, etc. Pertinent fleet and vehicle information such as vehicle type, status, year, fuel capacity, seating capacity, expected MPG, and tire cost are also maintained here. Maintenance management is dedicated to managing the workflow and the workforce of both vehicles and facilities. Work orders are managed and assigned in this module.

Vehicle service work should be entered into the system daily; as the service information is entered, costs are calculated, and appropriate general ledger transactions are generated. Performance information is available for each vehicle and fleet. Inventory levels of consumables such as fuel and oil are automatically reduced as the system is updated.

Data on tire usage and costs makes tracking tires easy. Daily entries track tire mileage, while special reports highlight tire maintenance requirements. Other reports include vehicle listing, tire listing, tire change report, tire overhead and cost report, monthly mileage report, monthly maintenance report, and several inspection due reports.

One of the unique features of myAvail ETMS is that a request for these work orders can come from anywhere in the organization. An operator identifying a failure on a pre-trip inspection or a customer service representative reporting a leaking sink in a transit center can be routed seamlessly into the maintenance management system to be prioritized, assigned, and repaired.

The work order processing module tracks and records maintenance activities, and interfaces with inventory, vehicle maintenance, vehicle problems, and general ledger. Class codes are used to define the inventory asset and expense accounts. Using the work order pending feature, work orders may be updated individually or in a batch update process. Parts issued on a work order will first be committed and display in the committed field on the inventory master. The available field displays the adjustment to the total available items by reducing the total amount by the number of items committed. Once the work order is updated, the on-hand quantity will be updated, reducing the total by the number of committed items. Committed will now display zero, and the available field will continue to display the reduced total. Journal entries are updated to a general ledger subsidiary journal.

Inspections are automatically updated in the vehicle master in the vehicle maintenance module. Work orders can be generated for component inspections and rebuilds. In addition, campaign work orders can be generated for a range of vehicle fleets or components.

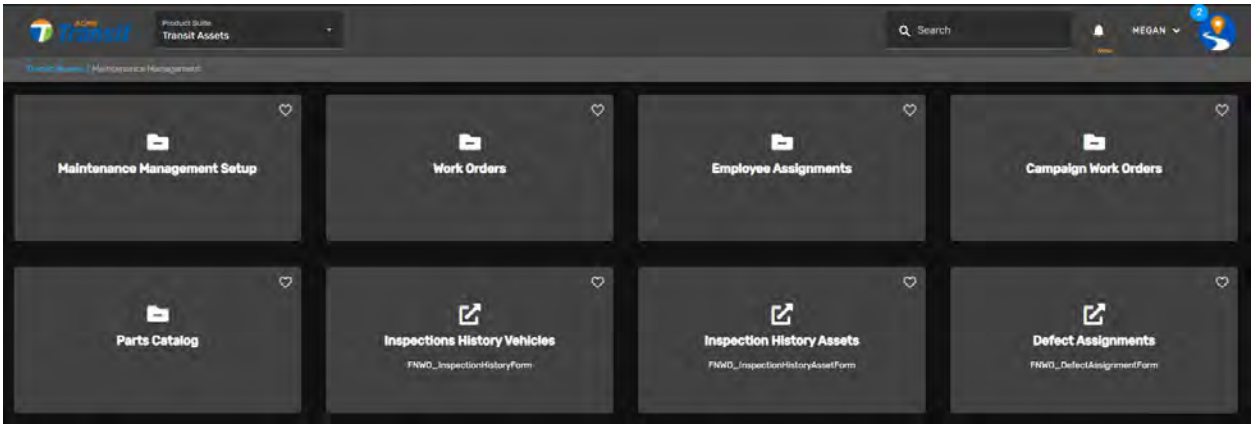
Each work order is printed with a bar code for quick scanning with the bar code unit. Work order material and labor may be tracked and updated via the bar code units, which, when updated, will automatically update on the work orders. Notes can be entered by mechanics or supervisors. Objects such as schematics or pictures may be attached.

Other components of the work order module include tool inventory tracking, tasks setup for employee assignments, and employee assignment time. Historical data may be reviewed at any time.

Any road call or safety defects that are entered in the vehicle problems field will automatically generate a work order. Any deferred defects created in vehicle problems will be available for assignment to a generated work order. When the work order is closed and updated, the assigned deferred defect will be marked as repaired.

All open work orders and additional information from the work order status maintenance form can be displayed on a large monitor (this requires a PC to run unattended).

The following screenshot illustrates the features of the maintenance management module.



Maintenance management (trade secret)

4.9.5. Parts Management

Parts management is a comprehensive inventory management system focused on ensuring the correct quantity of parts is on hand to repair mission-critical assets. From intelligent reordering systems to handheld bar code scanners (included with our offer), this system is optimized to manage inventory quickly and efficiently across your fleet and facilities maintenance divisions.

It also assists in managing, tracking, and maintaining inventory, costs and quantities through purchasing, receipts, invoices, issues, and associated costs.

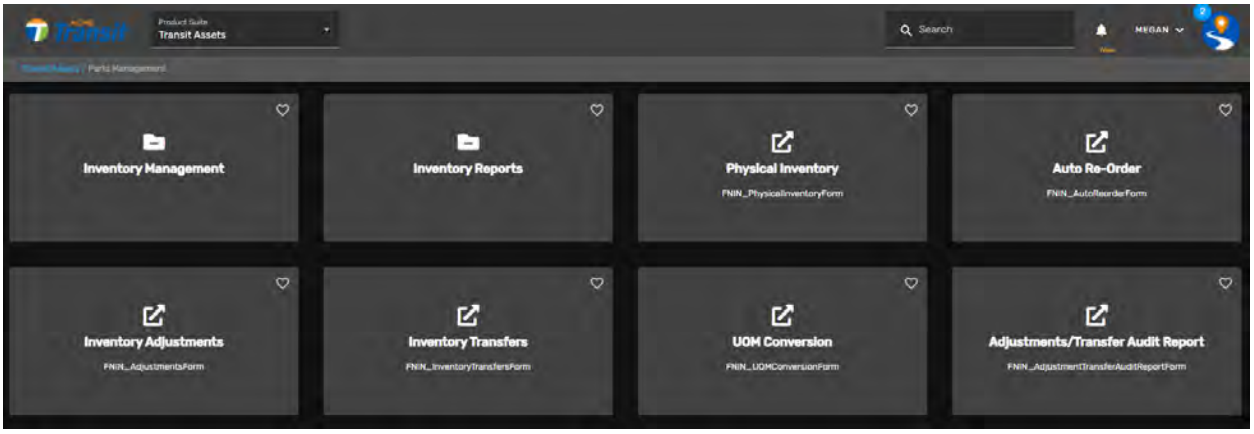
Inventory adjustments, transfers, and physical inventory counts are also tracked here. The automatic reorder process provides the ability to manage minimum and maximum stock levels for auto-generation of purchase orders (POs) and may be adjusted before placing the purchase orders.

Daily service issues in vehicle maintenance and work order issues are interfaced with the inventory module and are capable of automatically reducing the level of inventory and interface

with the general ledger. Physical inventory counting and cycle counting are made easy with the inventory bar code system.

Adjustments to inventory can be processed at any time. Multiple inventory locations may be tracked, while PO invoicing computes the average costs for each item and updates the invoice information to accounts payable. This method of average costing is a standard practice used by the transit industry. Historical data is always available and maintained within the inventory module to assist in reporting, analyzing, and auditing.

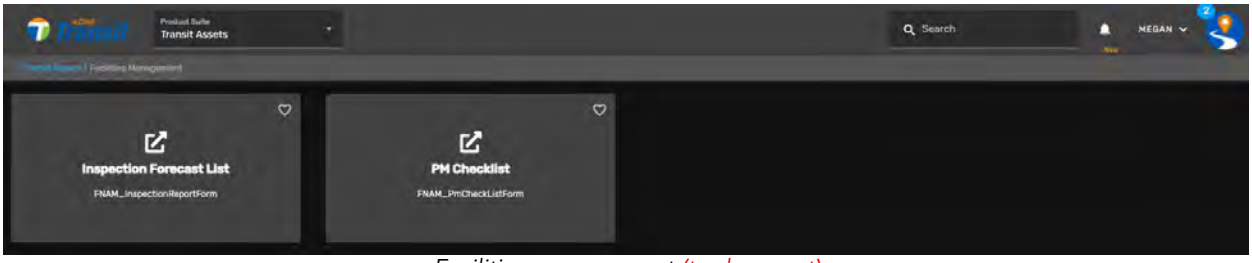
The following screenshot illustrates the features of the parts management module.



Parts management (trade secret)

4.9.6. Facilities management

Facilities management allows you to manage your fixed assets. Preventative maintenance cycles and repair campaigns are also managed here. Facilities takes advantage of the same work order maintenance management as the vehicle systems. Facilities and fleet mirrors one another; they both utilize preventative maintenance cycles, work orders, and utilize inventory. The following screenshot illustrates the features of the facilities management module.

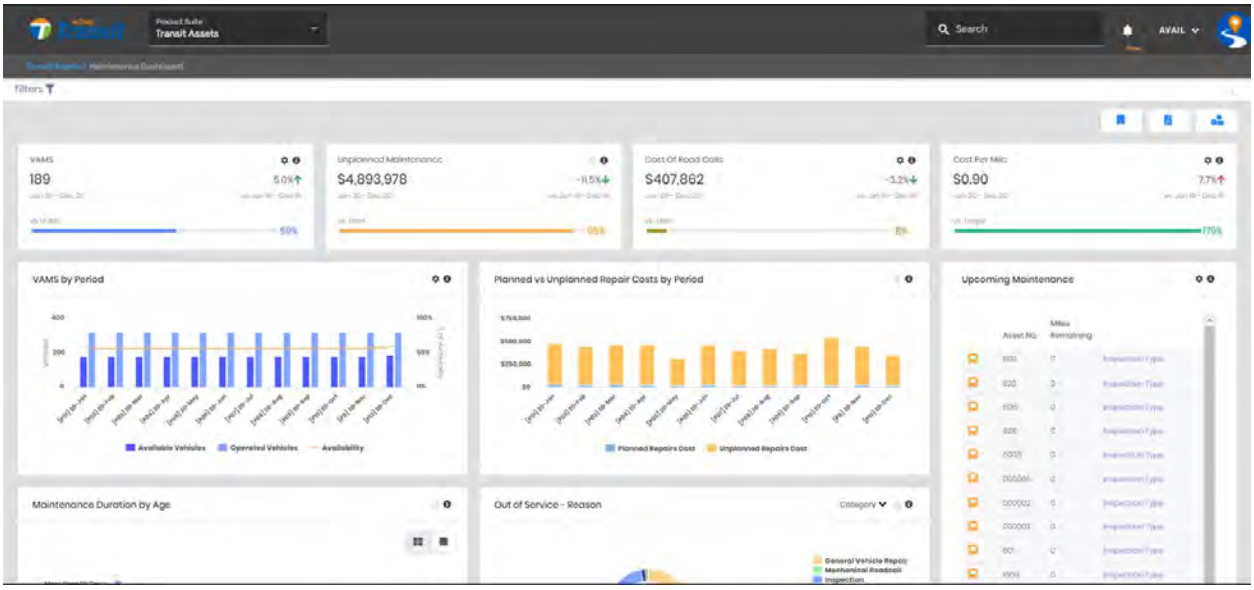


Facilities management (trade secret)

4.9.7. Business Intelligence

The transit assets suite also provides access to data driven reports in the maintenance dashboard. Advanced business intelligence is a consolidated data warehouse and business intelligence

solution with data that spans your entire agency and intuitive visualizations that support informed decision making. The dashboard provides key metrics such as the cost of planned versus unplanned maintenance over specified periods, cost of road calls, and upcoming planned maintenance. Users can define KPIs, set targets, drill down to enable a more detailed analysis and paint a clear picture of the current performance, do self-service reporting, explore trends, and perform other key metrics.



Maintenance dashboard (trade secret)

5. Price

Avail understands the significance of this investment and the fact that you are making it to help you achieve your stated goals, not just to merely purchase technology. In our pricing proposal we want to demonstrate our commitment to Montebello Bus Lines to not only help you achieve your goals, but also to assure you that Avail will be a valued long-term partner MBL, and truly has your best interests in mind. But before we get into the details of the pricing, we would like to emphasize a few key aspects of doing business with Avail.

Avail's 24-year proven track record of having backward compatibility with in-vehicle and backend technology ensures your system will be just as current 15 years from now as it is the day you buy it and requires no other investment over the normal support contracts and standard vehicle replacement you do today. As you add vehicles, Avail provides our latest in-vehicle technology that is backward compatible and by being under long-term support you receive periodic software updates. That's a huge long-term cost of ownership benefit of working with us over other vendors.

Avail's CAD/AVL product suites were developed specifically for the needs of public transit operations and have been adopted nationwide by scores of transit users for decades. Our ETMS product not only includes all the CAD/AVL software and hardware modules requested by this RFP, but some of the nation's most forward thinking and feature rich ERP/EAM, Business Intelligence, and data warehousing products available. Our proven tools and processes will ensure that MBL achieves the highest level of operational improvements and efficiency.

Avail's services and support contracts go far beyond just answering the phone and providing bug fixes. We have people who are there helping you squeeze every ounce of operational benefit out of the investment you made. We provide additional training as people leave and change roles, we provide hands on help when you're doing route analysis in preparation of a service change, we develop reports and queries to make sure you're utilizing the data, and much more. And again, it's all included in the price shown. These are all additional charges with other vendors.

While companies come and go, Avail is employee owned. The people you will work with daily have a vested interest in doing the right thing. We are Avail, here for you today. We will be Avail, for you tomorrow.

To further demonstrate our commitment to MBL, you will see in our response to the technical scope of the proposal that we can meet, and in some cases exceed, your desired outcome of the specifications with our off the shelf myAvail and myStop® solutions. This approach will provide MBL with a modern, Enterprise level CAD/AVL replacement for a price that is budget friendly both now and for long-term cost of ownership.

To summarize, we believe the offer that Avail is extending will not only meet the needs of MBL, but our approach will be very competitive when comparing to other fully compliant offers. You may, however, find that Avail doesn't have the lowest price at initial glance, but history has shown that vendors who win on lowest upfront price typically make it up along the way with change orders and upcharges for what they consider to be "additional services."

When you hire Avail, the price you see is the price you pay. We will do what it takes and invest where we need to invest to ensure your success from the very beginning.

5.1. Pricing Approach

To facilitate your review and ensure MBL evaluation committee have the information you need to make an informed decision, Avail has included the following subsections within our Price Proposal:

- ✓ Avail has provided additional details on our pricing, i.e. **"Pricing Notes"**
- ✓ Avail has acknowledged the recommended project Payment Milestones
- ✓ Lastly, the final section of this document will be Exhibit D – Price Proposal Sheet

5.2. Pricing Notes (Confidential and Proprietary)

Avail would like to provide the following additional details regarding our pricing. The notes here refer directly to the sections and line items in Exhibit D – Price Proposal Sheet. As you review the price sheet, you will notice "included" or "see price notes" in some of the cells. "Included" indicates the item is included in the overall price but has not been broken out due to the integrated nature of the item in our system and/or pricing. "See price notes" pertains to any item where we have provided additional explanation in the following sections.

5.2.1. Item #4 – New CAD/AVL Equipment

Avail recognizes that Montebello Bus Lines is procuring CAD/AVL equipment for 66 vehicles. Montebello Bus Lines is an existing customer that currently has our latest equipment on 16 vehicles.

5.2.2. Item #5 – Infotainment Passenger Display Signs

In addition to the 50 buses (2 signs per bus) which will be receiving new MPM infotainment signs, Avail is also providing 16 controllers for the 16 buses with the existing Luminator infotainment signs.

5.2.3. Item #8a – Ubisense Yard Management System

MBL currently uses our standard myAvail Yard Management solution. Due to the requirements in the RFP to "automatically record movements of a vehicle in, out of, and within the yard", Avail

has provided pricing for the Ubisense Yard Management system. If MBL wishes to continue to utilize the myAvail Yard Management solution, this would provide cost savings.

5.2.4. Item #9 – Cloud and Wayside CAD/AVL Installation

All cloud hosting of the central CAD/AVL system is currently covered under the existing support and warranty agreement between MBL and Avail Technologies.

This section includes pricing for all cloud-based services associated with MessagePoint Media and physical installation.

5.2.5. Item #11 – Training, Maintenance, and Technical Support

Support pricing includes all feature functionality that MBL purchased through Avail Technologies, along with the additional features of Ubisense, MessagePoint Media (Wayside and Infotainment), and VoIP.

5.2.6. Item # Option 1 – Pre-Trip

Pre-Trip is included in our base offering.

5.3. Payment Milestones (Confidential and Proprietary)

The milestone payment schedule below tracks our project implementation plan/schedule and can be reviewed during negotiations. *

Milestone Description	Percentage
Discovery	5%
Requirements Review	10%
Preliminary Design Review (PDR)	10%
Final Design Review (FDR)	10%
Completion of Factory Acceptance Testing (FAT)	15%
Completion of Pilot Testing	10%
Delivery of Equipment	15%
Completion of Vehicle Installations	10%
Completion of Secondary Assessment Testing (SAT)	10%
30 Day Burn-In Monitoring/Final Acceptance	5%

*The support and warranty term can either be capitalized and the value included in the above milestones or paid annually at the agreed rate for the term commencing upon completion of System Acceptance.

5.4. Exhibit D – Price Proposal Sheet (Confidential and Proprietary)

Avail has included Exhibit D – Price Proposal Sheet on the following pages of the proposal.

EXHIBIT D

RFP No. 23-8
COMPUTER-AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION SYSTEM

COST PROPOSAL SHEET (Three Year Term)

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 #	Expense Category	Quantity	Unit Price	Gauranteed Not-to-Exceed Amount
1	Evaluate and assess MBL's CAD/AVL system	1	LS	$ 49,164.43
2	Design and develop new CAD/AVL system	1	LS	$ 150,652.08
3	Removal and disposal of existing on-board bus CAD/AVL equipment	1	LS	included
4	New CAD/AVL equipment on-board CAD/AVL equipment (all Hardware, Wiring and Components)	50	$ 8,252.80	$ 412,640.19
4a	New VoIP equipment on-board VoIP equipment (all Hardware, Wiring and Components & system implementation, licensing)	1	LS	$ 234,302.59
4b	Bus-in-a-Box (BIB) training unit	2	$ 13,018.91	$ 26,037.83
5	On-board infotaintment passenger display signs (50 x2)	50	$ 12,167.54	$ 608,377.10
6	Removal and disposal of existing wayside/infrastructure CAD/AVL equipment	1	LS	included
7	New CAD/AVL equipment wayside/infrastructure CAD/AVL equipment (all Hardware, Wiring and Components)	10	$ 12,993.77	$ 129,937.69
8	On-Site Installation and Labor for the complete on-board CAD/AVL equipment and display sign	1	LS	$ 177,000.00
8a	Ubisense Yard Management system services, hardware and implemenation	1	LS	$ 467,017.53
9	Cloud and wayside CAD/AVL hardware and software installation	1	LS	$ 52,931.06
10	Shipping & Handling (if Applicable)	1	LS	$ 14,285.71
			Total Base Project Cost	**$ 2,322,346.21**
11	Training, maintenance, and technical support costs for a period of three (3) years	3	$ 244,323.29	$ 732,969.87
			Grand Total (Base plus 3-years)	**$ 3,055,316.07**
Item #	**Option Category**	**Quantity**	**Unit Price**	**Gauranteed Not-to-Exceed Amount**
Option 1	Pre-Trip	1	LS	$ included
Option 2	Transit Assets	1	LS	$ 162,504.14
Option 3	APC Replacement (IRIS/IRMA)	1	LS	$ 304,782.46

* Note: **Training, maintenance, and technical support**

1. Must be included in your pricing.
2. Begins on date of installation completion and acceptance by the Director of Transportation.

List other costs/fees:	Description	Cost/Fees

Contact Information:

Name & Job Title:	Kevin McKay, Chief Operating Officer
Business Name:	Avail Technologies, Inc.
Address:	1960 Old Gatesburg Road, Suite 200
City, State, Zip Code:	State College, PA 16803
Phone Number:	814-234-3394
E-mail Address:	proposals@availtec.com
Authorized Signature:	Date: 4/17/2023

6. Appendix

1. Forms
2. Compliance Matrix
3. Ubisense Proposal
4. Sample Maintenance Plan
5. Sample Training Plan

1. Forms

1. Proposal Submittal Checklist
2. Forms and Certifications
3. Certificate of Status
4. Exhibit A Indemnification and Hold Harmless Agreement
5. Exhibit B References
6. Exhibit C Insurance
7. Exhibit D Cost Proposal Sheet (Included in Section 5)
8. Exhibit E Statement of DBE Participation
9. Exhibit F Bidder's List of Subcontractors DBE and Non-DBE
10. Exhibit G Certification Regarding Debarment, Suspension and Other Matters
11. Exhibit H Performance Guarantee Certification
12. Exhibit I Performance Bond
13. Exhibit J Irrevocable Standby Letter of Credit Certificate
    a. Avail Technologies Performance Guarantee Letter
    b. Statement from Banking Institution
14. Exhibit K Bank Draft

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	KM
2	Letter of Transmittal	Page # 43	KM
3	Licensing, Permits, and Certificates	Page # 17	KM
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	KM
5	References	Exhibit B	KM
6	Insurance	Exhibit C	KM
7	Cost Proposal Sheet	Exhibit D	KM
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	KM
9	Bidder's List of Subcontractors (DBE and Non-DBE)	Exhibit F	KM
10	Certification Regarding Debarment, Suspension….	Exhibit G	KM
11	Performance Guarantee Certification	Exhibit H	KM
12	Performance Bond	Exhibit I	KM
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	KM
14	Bank Draft	Exhibit K	KM
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	KM N/A

Company Name:	Avail Technologies, Inc.
Name of Proposer initialing document (print):	Kevin McKay
Email address of Company Contact:	proposals@availtec.com
Signature:	Kevin McKay
Title:	Chief Operating Officer
Date:	4/18/2023

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 23-8

COMPUTER-AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION SYSTEM

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 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 #1 3/8/2023 Dated 4 4/5/2023

Dated #2 3/14/2023 Dated _____

Dated #3 3/14/2023 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 AVAIL TECHNOLOGIES, INC

Business Address 1960 Old Gatesburg Rd STATE College, PA 16803

Contact Person KEVIN MCKAY

Email Address KMCKAY@availtec.com

Phone 814-234-3394 x1017

Fax 814-234-3393

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name
DORSEY E. HOUTZ

Typed or Printed Name
KEVIN MCKAY

Title
PRESIDENT / CEO

Title
COO

Date
4/17/2023

Date
4/17/2023

(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. 3487754

Expiration Date: N/A

License Classification: Stock Corporation - Out of State

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	AVAIL TECHNOLOGIES, INC
Entity No.:	3487754
Registration Date:	06/15/2012
Entity Type:	Stock Corporation - Out of State - Stock
Formed In:	PENNSYLVANIA
Status:	Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 16, 2023.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 091950731

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No. 23-8, Computer-Aided Dispatch/Automatic Vehicle Location System

Indemnitor(s): Avail Technologies, Inc.
(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. 23-8, Computer-Aided Dispatch/Automatic Vehicle Location System** (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: Kevin McKay *(Print)*
By: *(Signature)*
Title: Chief Operating Officer
Date: 4/17/2023

Name: Dorsey E. Hontz *(Print)*
By: *(Signature)*
Title: President + CEO
Date: 4-10-23

EXHIBIT B

REFERENCES

List at Least Three (3) Professional References:

1	**Project City/Agency/Other:**	Foothill Transit	
	Person of Contact:	LaShawn Gillespie, Director of Customer Service and Operations	
	Phone Number:	626-931-7206	
	E-mail Address:	lgillespie@foothilltransit.org	
	Address:	100 S. Vincent Ave., Suite 200	
	City, State, Zip Code:	West Covina, CA 91790	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	$ $10.6 Million
		Award Date:	1/21
		Term of Contract:	Until 2028
		Description of Work:	ITS Implementation and Upgrades

2	**Project City/Agency/Other:**	The City of Norwalk - Norwalk Transit System (NTS)	
	Person of Contact:	Derek Donnell	
	Phone Number:	562-929-5554	
	E-mail Address:	ddonnell@norwalkca.gov	
	Address:	12700 Norwalk Boulevard	
	City, State, Zip Code:	Norwalk, CA 90650	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	$ $1,400,000.00
		Award Date:	1/18
		Term of Contract:	Until 2026
		Description of Work:	ITS Implementation

3	**Project City/Agency/Other:**	Stanislaus Regional Transit Authority (StanRTA)	
	Person of Contact:	Adam Barth, Chied Executive Officer	
	Phone Number:	209-774-4586	
	E-mail Address:	abarth@stanrta.org	
	Address:	1001 9th Street	
	City, State, Zip Code:	Modesto, CA 95353	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	$ 1,756,134.00
		Award Date:	1/22
		Term of Contract:	Until 2025
		Description of Work:	ITS Implementation and Upgrades

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

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

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

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of' the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, it's officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving 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".

AVAITEC-01 FLIRI1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frost & Conn, Inc. 1301 North Atherton St Suite 3 State College, PA 16803	CONTACT NAME: PHONE (A/C, No, Ext): (814) 237-1492 FAX (A/C, No): (814) 234-0389 E-MAIL ADDRESS:
INSURED Avail Technologies, Inc. 1960 Old Gatesburg Rd, Ste 200 State College, PA 16803	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Insurance Co — 10677 INSURER B : Corvus INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		EPP 0595988	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		EBA 0595988	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EPP 0595988	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EWC 0460226	1/1/2023	1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Prof Liability			TEO-3030814-01	1/1/2023	1/1/2024	Occurrence	3,000,000
B	Cyber Liability			TEO-3030814-01	1/1/2023	1/1/2024	Occurrence	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Agency, its officers, officials, employees and volunteers are additional insureds in regard to general liability and automotive liability. Coverage is primary and non-contributory. 30 days written notice of non-renewal, cancellation, reduction or modification will be provided.

CERTIFICATE HOLDER

Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rita Fisch

ACORD 25 (2016/03)

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EXHIBIT E

STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Anderson Technical Solutions, LLC
Firm Name

6422 Bridgecrest Dr, Lithia, FL 33547
Address

314-363-6626
Phone Number

Commercial/Government Installations
Type of Business

Current DBE Certification? X Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total $ 100,500.00

% of Total Contract 4.33%

Signature: Michael Anderson Date: 4/13/2023

Montebello Bus Lines

April 6, 2023
File #: 51519

Michael Anderson
Anderson Technical Solutions, LLC.
6422 Bridgecrest Dr
Lithia, FL 33547

Subject: Disadvantaged Business Enterprise (DBE) Certification Approval

Dear Mr. Anderson:

We are pleased to advise you that after careful review of your application and supporting documentation, the California Department of Transportation (Caltrans) has determined that your firm meets eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulations 49 CFR Part 26. This certification is also recognized by all USDOT agencies of California.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS Codes form the Application Package:
CA WCC C8711: COMPUTER
CA WCC E4890: COMMUNICATIONS SERVICES, NEC
NAICS 517919: ALL OTHER TELECOMMUNICATIONS (CHANGED IN 2022 CODESET TO 5178)
NAICS 541519: OTHER COMPUTER RELATED SERVICES
NAICS 811212: COMPUTER AND OFFICE MACHINE REPAIR AND MAINTENANCE (CHANGED IN 2022 CODESET)
NAICS 811213: COMMUNICATION EQUIPMENT REPAIR AND MAINTENANCE (CHANGED IN 2022 CODESET)

Your DBE certification applies only for the above code(s). You may review your firm's information in the California Unified Certification Program's (CUCP) DBE database which can be accessed at the CUCP website at https://californiaucp.dbesystem.com/. Any additions and revisions must be submitted to Caltrans for review and approval.

In order to assure continuing DBE status, you must submit an Annual Update Declaration form, along with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the Annual Update Declaration, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify us immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Caltrans reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Caltrans.

For information on California Department of Transportation (Caltrans) contracting opportunities, please visit our website Office of Civil Rights at https://dot.ca.gov/programs/procurement-and-contracts/contract-with-caltrans.

Congratulations, and thank you for your interest in the DBE Program. I wish you every business success and look forward to hearing from you if I may be of any assistance to you in this regard.

Sincerely,

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	Local Agency Use Only (Certified DBE?)
Name Anderson Technical Solutions, LLC *Address* 6422 Bridgecrest Dr *City State ZIP* Lithia, Fl 33547	*Phone* 314-363 6626 *Fax*	☐ < $1 million ☒ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million	Installation of CAD/AVL sysyem snd components	☑ YES ☐ NO *If YES list DBE #:* 51519 Age of Firm (Yrs.)
Name Message Point Media of Alabama, Inc *Address* 4628 Montevallo Rd, Ste 204 *City State ZIP* Birmingham, AL 35210	*Phone* *Fax*	☐ < $1 million ☐ < $5 million ☑ < $10 million ☐ < $15 million ☐ > $15 million		☐ YES ☑ NO *If YES list DBE #:* Age of Firm (Yrs.)
Name Ubisense America LLC *Address* 1630 Welton St STE 1000E *City State ZIP* Denver, CO 80202	*Phone* 1.720.549.7553 *Fax*	☐ < $1 million ☐ < $5 million ☑ < $10 million ☐ < $15 million ☐ > $15 million	Yard Management Solution Real Time Vehicle Location Hardware Services	☐ YES ☑ NO *If YES list DBE #:* Age of Firm (Yrs.)

Montebello Bus Lines

Part II

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

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

EXHIBIT G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The Avail Technologies, Inc./ Kevin McKay 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 Avail Technologies, Inc./Kevin McKay 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.

Chief Operating Officer
Signature and Title of Authorized Official

The undersigned chief legal counsel for the Avail Technologies, Inc. (Contractor) hereby certifies that the Avail Technologies, Inc. (Contractor) has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

4-19-23
Signature of Attorney Date

Montebello Bus Lines

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

Avail shall provide an _____ Irrevocable Stand-By-Letter of Credit

Contractor's Name: Kevin McKay

Authorized Signature: [signature]

Title: Chief Operating Officer

Date: 4/17/2023

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, executers, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No._____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with it terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

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)

_____ (The "Beneficiary") and hereby
(Name of Beneficiary)

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: _____

Not Applicable

Per RFP (pg 18), "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."

Avail has provided a statement from the banking institution on the following page.

April 20, 2023

Rohan Anderson
Senior Management Analyst
Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640

RE: Statement on Bonding Requirements, CAD/AVL System RFP No. 23-8

Mr. Anderson,

Avail is pleased to submit our proposal in response to the *City of Montebello CAD/AVL System RFP No. 23-8*. Regarding the City's Bond Requirements, specifically the Performance Guarantee, the City has provided for two approaches: a Performance Bond or a Letter of Credit. Avail is choosing to provide an Irrevocable Standby Letter of Credit, and we have included the requested letter from our Banking partner showing support.

Avail will provide a Performance Guarantee for the project in its entirety, but we are proposing a slightly modified approach of doing so. Avail is proposing to divide the project into smaller distinct phases with clearly defined deliverables not to exceed $500,000. At the onset of each phase, Avail will provide an irrevocable LOC of $500,000 for that phase. Upon the City's formal acceptance of all work and deliverables for that phase, Avail will then provide another $500,000 LOC for the next phase, and so on. We believe our proposed approach balances the City's need for protection while allowing Avail to manage the impact on our company's working capital and line of credit.

Avail took a similar approach to the City's original solicitation for an ITS system in 2014, and we successfully completed that contract with the City. We are proud to be the incumbent ITS provider to the City for nearly a decade. As such, there are several other factors that provide the City additional protections and risk mitigations that are unique to Avail:

1. Our cloud-based central system is already in use by the City of Montebello. So this project is simply an 'upgrade' for Avail vs a full ground up replacement for another vendor.
2. Over the past year+ the City has purchased 16 new buses that are equipped with Avail's latest generation ITS hardware. Our proposed solution preserves this investment for the City vs needing to replace with a different vendor's equipment.
3. Avail is proposing a fully off-the-shelf solution that is successfully deployed with peer agencies in your nearby area including Foothill Transit, Norwalk Transit, and Antelope Valley Transit.

Avail is providing the requested bid guarantee equal to 10% of the first-year bid price in the form of a certified check. This is a show of commitment that we are serious about being responsive to your needs as outlined in your RFP and willing to enter into good faith negotiations should the City deem our approach outlined above worthy of consideration.

In closing, Avail greatly values our relationship with the City of Montebello and the opportunity to provide you with technologies and services this past decade. We are committed to being able to continue to do so in the coming years as a result of this procurement.

Sincerely,



Rick Spangler
Chief Technology Officer

cc Dorsey Houtz, Chief Executive Officer
Kevin McKay, Chief Operating Officer

AMERISERV BANK®

April 20, 2023

Rohan Anderson
Senior Management Analyst
Montebello Bus Lines
400 S. Taylor Avenue
Montebello, CA 90640

Re: Avail Technologies

Dear Sir or Madam:

Please be advised that Avail Technologies, Inc. has an approved facility in which they have the availability to issue irrevocable letters of credit to support the contract should they be awarded the bid.

AmeriServ believes in a partnership with the customers we serve, and Avail is one of our highly valued relationships. We have built this engagement on trust, integrity and strong lines of communication, all of which are attributes of the Avail management team.

Based on these qualities, AmeriServ looks forward to a long-term relationship with the company.

Sincerely,

Tara M Shaffer

Tara M Shaffer
Senior Vice President
Commercial Banking

Not Applicable

Per RFP (pg 18), "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."

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 _____

2. Compliance Matrix

Avail has compiled the Scope of Work from the RFP and provided a matrix of our compliance for each requirement.

CITY OF MONTEBELLO REQUIREMENTS MATRIX RFP No. 23-8 Computer Aided Dispatch/Automatic Vehicle Location System 04.20.2023		
Stated Requirement	**Proposed Compliance (C, CM, NC)**	**Alternate Stated Requirement**
1: Computer-Aided Dispatch and Automated Vehicle Location (CAD/AVL) System		
The Computer-Aided Dispatch (CAD) component shall be the primary means of assigning, overseeing, and communicating with MBL vehicles; preparing and processing incident reports.	**C**	
CAD shall support multiple user groups (e.g., driver supervisors, operations managers, system administrator) with settable system rights and privileges. CAD functionality shall be available on MBL workstations via a web-based application or similar means.	**C**	
The Automatic Vehicle Location (AVL) component shall store, and regularly update real-time vehicle location information of MBL vehicles.	**C**	
The AVL component of the total solution shall display the vehicle information in real-time on a geographic map at workstations for dispatch, customer service and other stakeholders along with other pertinent information regarding the route, vehicle and schedule data.	**C**	
The CAD/AVL system shall also be able to integrate or import transit data (Routes, Stops, Trips, etc.) via direct integration, and/or imports from route/scheduling exports.	**C**	
The CAD/AVL system shall also have the capability to input changes to the line, pattern and schedule data from a workstation, for full or ad-hoc changes and detours at the trip, run and line levels. The system shall also support interlining.	**C**	
Proposer shall be sufficiently knowledgeable of the transit scheduling software to carry out the required integration for meeting these CAD/AVL system specifications.	**C**	
Such bidirectional data transfer and synchronization with the CAD/AVL System and other MBL systems shall occur either automatically or upon user initiation, dependent upon MBL CAD/AVL System administrator settings.	**C**	
2: Graphical User Interface		
All the information that is provided to the CAD/AVL users shall be via intuitive and easy to use Graphical User Interfaces (GUI).	**C**	

The GUI shall not be static and shall be fully customizable for each class of user. For example, dispatchers shall be able to customize what they are able to view on the screens related to route and vehicle information, customer service agents shall be able to customize what they are able to view on the screens related to real-time vehicle/route performance information and triggers etc.	C	
The system shall display if vehicle(s) are in operation but have not been logged in.	C	
The dispatchers shall have the capability to remotely login these vehicles with the operator and route credentials which shall populate all the other on-vehicle systems through single sign-on.	C	
3: Geographic Display/Functionality		
Geographic display/functionality shall include the following but not limited to:	C	
• Allow centering geographic display on and automatically tracking a specified vehicle	C	
• Allow centering on specified lines, stops, and time points.	C	
• Allow selection of vehicle icon to display text/tabular display data about vehicle	C	
• Automatically adjust minor vehicle location discrepancies to show vehicle icons on streets	C	
• Automatically center the display on a vehicle with a covert alarm status while the covert alarm is active	C	
• Include an up to date map of all highways, streets, and roads by name	C	
• On highest-level map, show MBL's full service area	C	
• On lowest-level map, show all streets, roads, railroad tracks, water boundaries, jurisdictional boundaries, bus stops, transfer points, and significant landmarks within the displayed area	C	
4: Operations Display/Functionality		
Operations display/functionality shall include the following, but not limited to:	C	
• Display the conditions, location, direction of travel and route/schedule adherence of vehicle	C	
• Display selected lists of data, including vehicle schedules, Operator identification, assignments and schedules, pull-in/layover status, back in-service time/place, schedule and route adherence.	C	

• Display assignments of operators to lines/runs and or vehicles.	C	
• Display various types of canned and custom text messages	C	
• Visible list of unacknowledged and acknowledge message and responses	C	
• Allow the ability to create unlimited customized dispatch triggers and/or alerts	C	
• Triggers and/or alerts shall have the capability to be created in real-time within the CAD component	C	
• Operations status entries shall be generated automatically by the CAD/AVL system when an out-of-tolerance condition is detected. The CAD/AVL system shall generate notifications for a number of vehicle	C	
5: Incident Reporting		
The CAD/AVL system shall support automatic and manual collection and entry of vehicle information for incident reports.	C	
For each incident report, the CAD/AVL system shall automatically record vehicle status, run, line, schedule deviation, time, operator identification, location, alarm status, other pertinent vehicle information, system date and time, workstation identification, and dispatch user.	C	
Incident reports shall accept from a console and record manually entered text, coded, combo-boxed or check-boxed notes, and an indication that the incident is closed or the report cancelled.	C	
The CAD Incident Report subsystem shall also include the following features, but not limited to:	C	
• Automatically assign a unique identification to each created incident report	C	
• Be searchable by any incident report data field	C	
• Allow recording of free-form text comments (i.e. Memo field)	C	
• Be exportable in a various format (e.g. Comma delimited, PDF, and MS Office applications)	C	
• Maintain a log of incident report creations and modifications by user, date, and time	C	
6: Time of Arrival and Departure Data		
The CAD/AVL System shall determine dynamic estimated time of arrival to the next vehicle stop for each vehicle based on data from the AVL System.	C	

The time of arrival information shall be available for the Passenger Information Display System (PIDS), internet access including MBL's public website, Google, Computer-Aided Dispatch (CAD), and other systems.	C	
The time of arrival/departure information shall be determined using an analytical algorithm that utilizes the current AVL information for the approaching/departing vehicle relative to a stop.	C	
The CAD/AVL System shall have functionality to calculate the arrival/departure times for a number of vehicles at each stop for all routes and directions serving that stop.	C	
The CAD/AVL System shall provide GTFS-RT feed to support external customer information and planning applications.	C	
7: Reporting		
Comprehensive reporting shall be provided by the system to display critical reports and information to enable management to monitor performance and conditions.	C	
The solution shall also provide for viewing and reporting of data by exception that is configurable by the users.	C	
The configurable parameters shall allow for various event triggers such as vehicles running early or late, vehicle off-route, service type, date, time, route, and vehicle.	C	
The system shall allow for flexible reporting (canned, custom and Ad hoc) and mining of data.	C	
Reporting functionalities and capabilities shall include the following at a minimum, but not limited to:	C	
• Revenue Vehicle Operations	C	
• Dashboards that display critical information on a continuous basis	C	
• Current status of service showing active CEA, number of vehicles currently on routes, percent of fleet on time, and percent of fleet late	C	
• Dispatch user information such as vehicle and line assignments, action events such as vehicle calls and alarms, and dispatch user responses, all with time tags for analysis	C	
• Stop information including line, run, direction, vehicle, operator, miles, etc.	C	
• Summary data on trip number, line, run, day of week, time period, Operator ID, vehicle ID, schedule adherence, passenger boarding's, etc. Summaries shall be for daily, weeks, months, quarters, and years	C	

• Time-point data including trip vehicle, line, run, and time of time-point passage	C	
• Trip information including line, run, direction, vehicle, operator, miles, etc.	C	
• Revenue and non-revenue miles and hours	C	
• Schedule adherence	C	
• Bus assignments including changes	C	
• Run cancellations	C	
• Out late buses	C	
• Service delays, including type, reason, length of delay, service loss, mileage lost	C	
• Operator Management	C	
• Operator assignments and assignment fulfillment	C	
• Incident Reports involving Operator error	C	
• Accident Reports	C	
8: Onboard Vehicle System Requirements		
The Contractor shall furnish and install a CAD/AVL System for MBL vehicles, with all equipment, cabling software, components and licenses necessary.	C	
9: Vehicle Logic Unit		
The Contractor shall provide a VLU that has, the following specifications at a minimum, but not limited to:	C	
• The VLU shall be the central processing device and data storage device installed onboard for all vehicles and powered by the vehicle's electrical system	C	
• The VLU shall be integrated with the onboard equipment on each vehicle that provides route/ destination announcements and onboard visual signs with both audible and textual messages, etc.	C	
• The VLU shall provide the interface/transmission of data to and from all subsystems such as audio announcements, PIDS, onboard visual signs, etc.	C	
• The GPS receiver shall be integrated into the VLU to provide time and location data for AVL functions	C	
• Multiple port selections	C	
• Data storage capacity shall be sufficient to store the complete current and pending route schedules, announcement files, and event messages	C	

• System configuration settings related specifically to a vehicle shall be stored in a vehicle configuration module such that the VLU unit can be swapped out and vehicle information not lost.	**C**	
• The VLU shall be provisioned for future expansion and interoperability	**C**	
10: Mobile Data Terminal (MDT)		
The Contractor shall provide a MDT that has, the following specifications at a minimum, but not limited to:	**C**	
• The MDT shall automatically engage when the vehicle is started, and shut down a programmable amount of time after the vehicle is turned off.	**C**	
• The MDT shall store the most recent location received from the GPS receiver, so that if the GPS receiver is not able to report the location, the last known good location will remain available.	**C**	
• The MDT shall incorporate a color graphical screen capable of displaying fonts of variable size and can change colors between day and night or has automatic brightness controls.	**C**	
• The MDT shall have capabilities to show the Operator turn by turn directions.	**C**	
• The MDT shall have the capabilities to show the Operator if they are ahead of schedule or behind schedule in number of minutes and or color code.	**C**	
• The MDT shall be equipped with appropriate functional buttons (physical and or touch screen) capable of controlling other onboard systems (e.g. NGFS, head signs, etc.).	**C**	
• The MDT display shall be readable by the Operator from the seated position under the full range of ambient illumination conditions, through the incorporation of such measures as driver-operated brightness/contrast control, anti-glare coating and adjustable orientation mounting.	**C**	
• The MDT shall be capable of providing unique audio tones to alert the Operator of incoming messages.	**C**	
The MDT shall be capable of, but not limited to, displaying the following onboard information and interface to onboard systems during operation of the vehicle:	**C**	
• Data Messaging	**C**	
• Emergency Alarm	**C**	

• Head Sign Control	**C**	
• Logon	**C**	
• Maintenance	**C**	
• NGFS- Mobile Validator (Ability to show fare on MDT, accept and cancel transaction from MDT etc.)	**CM**	Avail can provide an in-Vehicle API that the NFGS Mobile validator can comsume as long as it connected to the internal bus network. Avail can provide trip information + fareset to the validators and can work with the NFGS vendor to ensure they have the specs to consume the data. All data would be on the Validator, not the MDT
• Route Guidance	**C**	
• Schedule Adherence	**C**	
• Stop Announcement	**C**	
• Talk	**C**	
• Transfer Notification	**C**	
• Trip/Schedule Display Control	**C**	
• The MDT shall support en route changes of the assigned Operators for cases such as mechanical breakdowns, Operator substitutions, etc.	**C**	
• The MDT shall enable Operators to send user-friendly, easy to use predefined text data messages to dispatch with a minimum of interaction e.g. wheel chair loaded, bike loaded etc. These text messages shall be user configurable by system administrator and flexible in the way they are ordered on the MDT.	**C**	
• Operators shall be able to review recently received messages at any time with a minimum of interaction. The MDT shall be capable of retaining at least the last (10) ten received messages for Operator review. The received messages shall be ordered chronologically with the most recently received message presented first.	**C**	
• When the vehicle receives a data message, the Operator shall be notified by a mutable audio tone signal and the message shall be available for display on the MDT within one second after it is received.	**C**	

• The MDT shall provide for automatic control of all destination signs in vehicles. The destination signs shall be automatically updated by the Operator at logon and at predefined points along each route (e.g., at the end of a trip). The points at which destination sign messages shall be automatically changed shall be configurable by MBL.	C	
11: Covert Emergency Alarm		
The Contractor shall provide a Covert Emergency Alarm (CEA) which will activate a silent alarm when an Operator presses a button in an inconspicuous location of the Operator's area.	C	
When engaged, the CEA shall include the following functionality, but not limited to:	C	
• Issue an emergency alarm, including vehicle location, to the dispatch workstation	C	
• Discreetly display the CEA activation to the Operator	C	
• Send discrete visual signal to Operator when a dispatch workstation acknowledges receipt of CEA	C	
• Emergency Alarms shall have the highest priority of all data messages.	C	
• Cause exterior head signs to display an emergency message	C	
• A CEA event indication shall not be noticeable to passengers.	C	
• Update the vehicle location to the dispatch workstation no less than every (5) five seconds	C	
• Allow supervisor to override and disable a CEA using the dispatch workstation	C	
12: Automatic Voice Annunciators		
The Contractor shall provide an Automatic Voice Annunciator (AVA) system in each MBL vehicle that shall automatically audibly and visually announce stops and stop requests; and change onboard visual signs.	C	
The AVA system shall determine where or when to make stop announcements and onboard visual signs changes using AVL system data and pre-defined location or time parameters.	C	
Once the Operator is logged into the MDT, the AVA system shall be fully automatic requiring no driver interaction.	C	
The AVA system shall include interior and exterior speakers and all relevant equipment for audible announcements.	C	

13: Destination Announcements		
When a vehicle is approaching a stop, one or more announcements shall be made for approaching stop.	**C**	
Requirements, capabilities, and features of the announcement system shall include but not limited to:	**C**	
• Allow MBL administrators to configure announcements	**C**	
• Destination description by street, intersection, location, or landmark	**C**	
• Disabling of exterior audio announcement by time of day, route and vehicle	**C**	
• Distance or time of announcement(s) prior to the stop	**C**	
• Multiple occurrences of announcement for a given stop, including upon arrival	**C**	
• Type of announcement (visual, interior audio, and/or exterior audio) by bus or trolley location	**C**	
• Allow Operator to disable AVA system in the event of malfunction	**CM**	AVA disability is a system setting
• Allow Operator to manually invoke the pre-defined announcements	**C**	
• Automatically make other pre-defined announcements periodically or at pre-defined locations	**C**	
• Display time periodically or at pre-defined locations	**C**	
• If an unscheduled stop is made, continue to make correct next stop announcements	**C**	
• If vehicle goes off-route, disable announcements until vehicle returns to the assigned route	**C**	
• Include pre-defined announcements	**C**	
• Make audio and visual “Stop Requested” announcements and clear when a door is opened	**C**	
• Make line and destination location announcements prior to and upon arriving at bus stops	**C**	
• Meet Americans with Disabilities Act (ADA) requirements for the bus stop announcements	**C**	
14: Announcement Database		
The AVA system shall include a database of audio and visual stop and other pre-defined announcements.	**C**	

The database shall include necessary administrative tools for MBL to easily modify announcement parameters for individual stops including but not limited to announcement content, location, frequency, and type.	**C**	
15: On-Board Passenger Display Signs		
The Proposer shall provide and install inside each vehicle:	**C**	
• At least one electronic variable display sign for visual bus stop and other pre-defined announcements	**C**	
• Conceal cable connections to the sign enclosure	**C**	
• House visual signs in a vandal-resistant enclosure with a scratch resistant faceplate lens	**C**	
• Use text of sufficient size, brightness, contrast, and clarity to be readable by persons with normal vision from anywhere in the vehicle under typical day and night ambient lighting conditions	**C**	
16: Yard Managemet System (YMS)		
The Yard Management System shall maintain a MBL yard plan showing the current vehicle locations, IDs, availability status, and assignments by operator and run; and provide for vehicle status updates by the Maintenance Department.	**C**	
The yard plan and vehicle status shall be available to the Dispatch Center console and to selected pre-existing Maintenance Department workstations.	**C**	
Other requirements, capabilities, or features of the Yard Management System shall include but not limited to:	**C**	
• Display MBL yard plan in graphical format matching the actual layout of the yard.	**C**	
• Automatically record movements of a vehicle in, out of, and within the yard.	**C**	
Provide vehicle status such as:	**C**	
• Holding vehicles for maintenance	**C**	
• Vehicle being cleaned and disinfected	**C**	
• Vehicle disinfected and ready for revenue service etc.	**C**	
17: Acess to Data and Interface		
The vendor is expected to partner with MBL and other authorized vendor products to interface and share data via import/export of files or API, when applicable.	**C**	

Similar to the GTFS data standard, MBL follows other national efforts to standardize key data sources and allow for easy integration between technology companies.	**C**	
18: NDT Reporting		
• Ridership reporting solution shall provide NTD reporting for ridership and passenger miles	**C**	
• The Contractor shall assist MBL in obtaining NTD certification for ridership and passenger miles and describe the NTD process in proposal	**C**	
19: Voice Over IP (VoIP)		
• The vehicle operator shall be able to select on the OCU a voice call through a request to talk (RTT) and a priority request to talk (PRTT), which will immediately send the request to the central system	**C**	
• The OCU or VCU shall retry sending the message until acknowledged by the central system or until all retries have been exhausted. The vehicle operator will be notified that the request was successfully transmitted or not	**C**	
• The proposed voice solution shall include either voice over IP (VoIP) as embedded feature of the OCU or VCU	**C**	
• The vehicle operator shall not have use of the voice radio unless requested by a Dispatcher through a voice call or the OCU or VCU loses data communications to the central system and the radio is in fallback	**C**	
• The vehicle operator shall have free use of the voice system when in fallback mode. The voice system shall be in fallback mode when the OCU or VCU is powered off, when the OCU or VCU is powered on but not fully operational, when the OCU or VCU has lost data communications to the central system, or when the OCU or VCU is commanded to enter fallback mode by Dispatch	**CM**	• The vehicle operator shall have free use of the voice system when in fallback mode. The voice system shall be in fallback mode when the OCU or VCU is powered off, when the OCU or VCU is powered on but not fully operational, when the OCU or VCU has lost data communications to the central system~~, or when the OCU or VCU is commanded to enter fallback mode by Dispatch~~
• If voice audio from Dispatch is playing on the driver speaker and the vehicle operator picks up the handset, the Dispatch audio will be automatically routed to the handset	**C**	
• The voice call will automatically end when the vehicle operator places the handset in the cradle, the configured call timeout period elapses or when no voice is detected for a configurable period	**C**	

• It is paramount that the bus operator can always get in touch with dispatch and therefore the voice communications solution shall support fallback. When data communications between the VCU and the central system are lost, for any reason, the VCU shall go to open microphone mode, which allows the bus operator to pick-up the handset and talk without sending any text messages	C	
• The system shall support monitoring the audio onboard the bus. When in emergency mode, the VCU shall allow the covert microphone to be enabled by the dispatcher. When enabled, the covert microphone audio shall be routed through the radio or VoIP to the dispatcher that enabled the covert microphone	C	
20: Dispatch-Initated Public Annoncements		
• The VCU shall immediately playback any public audio announcements on the interior speakers using text to speech (TTS) that were sent by a Dispatcher	C	
• The VCU shall immediately display any public text announcement sent on the interior LED sign by a Dispatcher	C	
21: Traffic Signal Priority (TSP) Integration		
• The proposed system must be expandable to integrate with future Traffic Signal Priority (TSP).	C	
• Contractors shall provide the name and references of TSP systems in which integrations have been successfully completed	C	
22: Planning and Scheduling (Optional)		
• Be able to provide U.S. Census data on the service area, including but not limited to ethnic and socioeconomic data.	C	
• Ability to pull demographic data using the radius from the route alignment (i.e. .25 miles from a fixed transit route)	C	
• Generate maps with census data overlays, and the ability to export said maps as a .jpeg or .pdf file.	C	
• Run a Title VI analysis within the set service area, including the ability to determine average minority percentage by line and system-wide	C	
• Ability to generate map that can distinguish census block groups as above or below average system-wide minority	C	
• Ability to run Title VI Service Equity Analysis for service or route modifications	C	

• Provide modeling capabilities to simulate new routes or route modifications	C	
• Present easy-to-read route statistics	C	
23: Pre Trip Inspection (Optional)		
Pre-trip inspection reporting prior to pull-out to eliminate manual processing of paper-based inspection.	C	
Shall be fully customizable to include:	C	
Fully customizable inspection forms	C	
• Allow operator keyed input to address specific issues and comments	C	
• Force mandatory post-trip inspection and end of day for vehicle	C	We do not force mandatory post-trip inspection
• Capable of sending inspection reports to designated staff in real-time	C	
• Configurable inspection duration validity (i.e. 24 hours, 48 hours, etc.)	C	
• Alerts/notifies staff when vehicle leaves the garage without a valid status	C	
24: Automatical Vehicle Monitoring (AVM) (Optional)		
• The VCU shall include an automatic vehicle monitoring (AVM) system that monitors onboard equipment through the standard interfaces for performance data and faults	C	
• During the design phase of the project, the Contractor shall describe the need for installing any hardware or software upgrades required for this interface	C	
• The VCU shall indicate to the vehicle operator via the OCU any equipment that has faults	C	
• The VCU shall immediately report any equipment faults identified by MBL to the central system	C	
• The VCU shall timestamp and geocode all data collected by AVM	C	
• The system shall be capable of verifying active communication between all monitored systems and the VCU, and be capable of using multiple communication protocols	C	
• The VCU shall transmit all AVM collected data to the central system through the WLAN upon entry to the WLAN coverage at the depot and every fifteen minutes while in WLAN coverage.	C	

• The VCU shall be capable of monitoring the performance data that is typically available on the bus networks - The Contractor will validate the availability of AVM fault and performance data	C	
The Contractor will work with MBL to document the final list of performance and fault data to be collected during the design phase	C	
25: Warranty		
All equipment and workmanship (on board equipment, backend equipment, software, and other accompanying equipment) should have a minimum of 3 years warranty from the date of final acceptance of work.	C	
• Proposals will provide an explanation of the coverage provided by the warranty, including the response method and plan for provision of parts and labor.	C	
• The Contractor warrants the documentation provided completely and that it accurately reflects the operation and maintenance of the equipment and software, and provides all information necessary to maintain the system.	C	
26: Maintenance		
Proposals must include pricing for maintenance and provide an explanation of the coverage, including response times and plans for provision of parts and labor. Proposals must address maintenance provisions for software patches and version upgrades.	C	
The Proposer is required to notify MBL at least one month in advance of installation when new software releases become available.	C	
The Proposer is required to notify MBL at least six months in advance when it is expected that the current release and related systems will no longer be supported.	C	
The Proposer will ensure that all existing software configurations are protected after the system has been upgraded for the entire duration of the time when MBL uses the product.	C	
These changes must be reported to the MBL Director.	C	
27: Techincal Support and Training		
The Proposer will provide a contact person and phone number to assist MBL with any technical questions.	C	
The Proposer will submit a training plan that describes the procedures that will be employed to adequately accomplish training related to the implementation and full utilization of the system.	C	

Training shall be provided to personnel designated by MBL.	**C**	
Training for all hardware and software must be provided on-site and will at minimum include:	**C**	
• Name and phone number of the person responsible for training.	**C**	
• How to install or setup a computer as a viewing station.	**C**	
• How to operate the software	**C**	
• How to record and retrieve data.	**C**	

3. Ubisense Proposal

Presented to:

Avail Technologies for the Montebello Bus Lines RFP

Response to RFP 23-8 – Yard Management System Solution

4/14/2023

Version 1.0

Ubisense Order No. SO-50043350

Presented by

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1 Version History

Ver 1	20230413	Initial Proposal
Ver2	20230414	Removed SaaS and updated term length for Software Subscription.

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2 Letter of Introduction

Ubisense is an end-to-end provider of location intelligence solutions across large scale, multi-site, public transit, manufacturing, and logistics industries. Recognized by Gartner as a leader in the "Location intelligence" space, Ubisense provides solutions to address three broad areas of value for users:

1. The ability to quickly locate assets, eliminating wasted search time
2. The ability to accurately monitor the movement and control flow of assets throughout the facility.
3. The ability to identify process issues before, or as they occur, providing real time information to rebalance operations and stay on schedule.

Real time location solutions provide users with on demand information to quickly answer the question - **Where are my assets?** While this information is valuable to solve the immediate need for the user, it does not encompass the entire challenge for the business. Rather, people wish to find things because they are required for a particular purpose, at a particular place, at a particular time, or directed to a particular spot ahead of time. Ubisense specializes in systems that tackle this problem, as stated in the points above. not simply finding assets but ensuring that they are guided correctly and quickly flow through the desired process.

Examples in Transit Management include:

- Where is the best position to park this bus to prepare for the pull-out or maintenance?
- Which bus of type X is available to pull out now without being blocked?
- How should bus route assignments be reallocated because of an unplanned maintenance issue?
- When can this bus be repaired based on the availability of the appropriate maintenance bay?
- Which is the most ideal next bus to send to the terminal bus stop to maintain the correct schedule conflict?

In order to perform these functions, the solution must include:

- A reliable, precise location sensing system which can determine bus location to an accuracy of one parking space, maintenance bay or bus stop.
- A software platform capable of integrating with other data sources and merging those with location context.
- A business logic engine capable of implementing complex rules.
- A system interface to pass business data to other systems.
- A user interface to allow manual monitoring and intervention.

Ubisense specializes in Real-Time location enabled Yard Management applications which can be quickly tailored to model the current dispatch, maintenance, and return to service processes in place at each garage. The SmartSpace platform provides a solution which reflects your current daily process, can be easily adapted to future changes, and does not require your business to conform to a standard set of functionalities with no development. As the fleet mix continues to evolve, SmartSpace can be easily adapted to support new bus models and process requirements for hybrid and EV vehicles.

Contact information for all key project representation can be found in Appendix

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3 Executive Summary

Ubisense has been deploying location enabled solutions in large scale, operation critical environments for more than twenty years, focusing solely on location solutions across numerous industries. Ubisense is recognized by **Gartner** as a Leader in the location industry and Ubisense has been voted as the **Customer Choice** among similar providers.

Ubisense SmartSpace solutions are used amongst transit agencies globally, providing a real-time digital markup of each garage, automated vehicle routing based on priorities, real-time notifications of process issues, and capture of historical performance metrics.

Ubisense SmartSpace Transit Management and Dimension4 (hardware) will provide Montebello Bus Lines(MBL) with quality location performance and out of the box software functionality while maintaining continuity in the user experience and sustainment process. With the Ubisense Dimension4 UWB/RTK-GPS tag, centimeter level precision both indoors and outdoors can be achieved, providing a reliable real-time digital markup that users can trust that is always up-to-date and correct.

Ubisense SmartSpace platform is configured to provide a browser accessible digital representation of the garages/yards with Real-time interoperability with other systems. Ubisense Dimension4 hardware attached to the MBL fleet can be detected at any location where Ubisense sensing infrastructure is installed and directly displayed and tracked on the SmartSpace Yard Management application.

Ubisense follows a proven and efficient deployment approach comprising of the following key phases:

- Detailed Application and System Design
- System Commissioning
- Through Location System and Application Testing
- System Go-Live Support

Our services team has extensive experience deploying complex solutions ensuring the projects stay on schedule and within budget. A detailed explanation of the delivery methodology can be found in the Section 11.1

Ubisense uses industry-standard tools to manage the project, provide support, and produce application training documentation. Ubisense provides detailed solution documentation, including the as designed solution, as built solution, detailed charge request documents which a transparent understanding of any modification to the software functionality or tracking deliverables.

Ubisense utilizes commercially available products such as SharePoint for secure document management, Confluence and Jira for project documentation and support and complies with the ISO27001 Standard for information security.

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4 Company Introduction

Ubisense has been deploying location and identification enabled solutions in large scale, operation critical environments for 20 years, focusing solely on location solutions across numerous industries. Ubisense is recognized by **Gartner** as a Leader in the location industry and Ubisense has been voted as the **Customer Choice** among similar providers.

We do this with industry-leading sensors and an open software platform that business users can easily configure for planning, monitoring, and controlling physical process flows.

Headquartered in Cambridge UK, Ubisense operates globally, with more than 1000 customers, transforming their physical space into SmartSpace. We support customers directly through offices and teams in North America, Germany, France, Japan, and United Kingdom, and indirectly through large industry partners that span all the major economic territories globally.



Figure 1 - Ubisense Office Locations

Our customers span many industries including manufacturing, MRO, logistics, public transportation, pharmaceuticals, and defense, but they all have common challenges – large numbers of assets distributed throughout either a plant or geographic operating area that they wish to locate and manage more efficiently. We deliver solutions to help them meet this challenge.



Figure 2 - Customer Distribution

Our pedigree in manufacturing has enabled us to prove out our products in some of the harshest industrial environments. Ubisense is now deployed at a large scale in nine of the top ten automotive manufacturers (by volume), with more than 5% of the world's passenger vehicle production relying on mission-critical solutions from Ubisense for daily execution. Our manufacturing solutions are also deployed in six of the top ten Fortune 500 manufacturers and by three of the top five aerospace manufacturers.

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Our clients are world leaders in their industries, including Automotive (Daimler Mercedes Benz, BMW, Mini, GM, Toyota, Honda, Aston Martin), Commercial Vehicles (John Deere, Claas, Mitsubishi Trucks, Freightliner, Paccar) and Aerospace (Airbus, Safran, Lockheed Martin).

4.1 Investors and Management

Ubisense is owned by Investcorp Technology Partners, a division of Investcorp who have a focus investing in growing software companies selling B2B products that solve mission critical problems.



Figure 3 - Investcorp

The Ubisense executive team includes multiple veterans of the indoor location and ultra-wideband (UWB) technology space, including principal drivers of the current worldwide standards for UWB location, and pioneers in creating and delivering the world's first truly enterprise-scale deployments of UWB into complex industrial environments.



Figure 4 - Ubisense Leadership

Ubisense remains a founder-led business, with all four founders (from 2002) still driving the strategy and direction of our business and products, leading, and defining the next technological wave in indoor location services for industry. Ubisense is currently operating on our third generation UWB location platform and our fourth-generation software platform.

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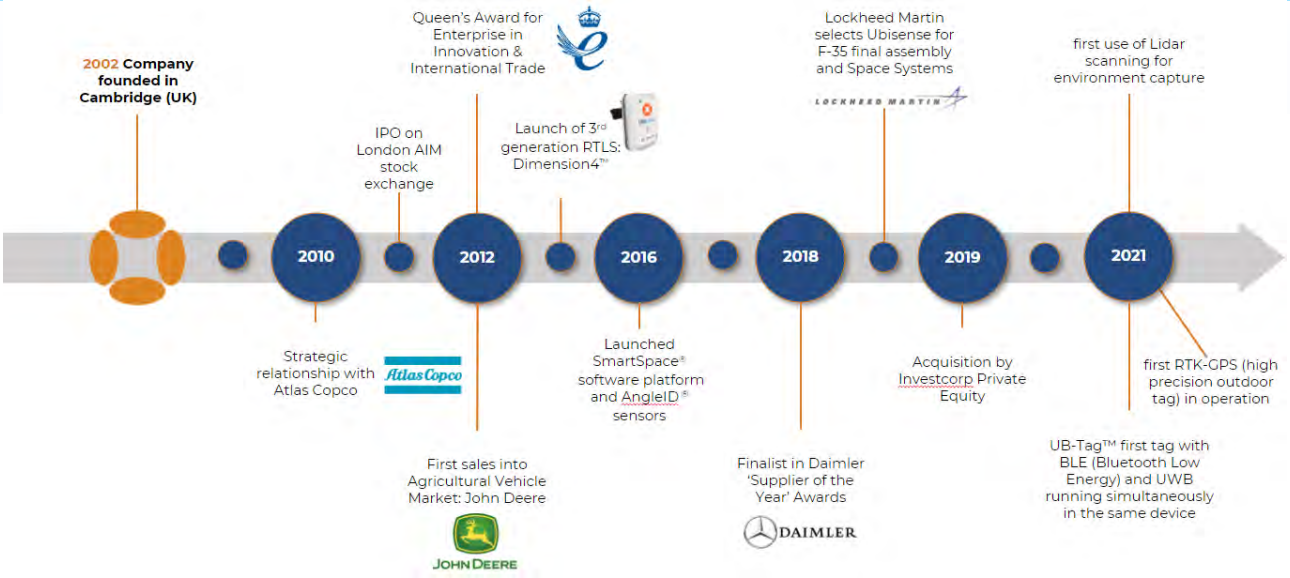

Figure 5 - Company Milestones and Technology Advancement

4.2 Gartner Achievements

Gartner's Magic Quadrant is widely recognized as the world's most influential market analysis for IT buyers. Ubisense was ranked as a leader and features in the upper tier of vendor scores for all use cases in the Critical Capabilities for indoor Location Services in the Global 2022 report.

"Ubisense's SmartSpace platform delivers centimeter-level accuracy using UWB with sub-second beacons as well as hybrid tags combining UWB and BLE" – Gartner, 2022



Figure 6 - Gartner Magic Quadrant 2022

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Ubisense was also recognized in the Garner Peer Insights as the Customers' Choice in 2021 which distinctly recognizes vendors and products that are highly rated by their customers.



Figure 7 - Gartner Customer Choice

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5 Ubisense Team

5.1 Project Team

Ubisense has a professional sales, delivery, and support team which can deliver our solutions globally. The Americas team is led by the following key members:



Fernando Garcia – Director of Sales – The Americas
Fernando Garcia has been with Ubisense for 6 years and currently holds the commercial responsibility for the accounts in the Americas across the multiple industries Ubisense serves. Fernando draws from his experience in Product Development and testing, Manufacturing Engineering, and Operations in the Automotive industry to consult with customers, helping them understand the value in integrating location technologies to support their business objectives future goals. He graduated with a B.S. in Mechanical Engineering with a specialty in Plastic Product Design, has an M.S. in Engineering Management from Kettering University, and received an MBA from The University of Chicago Booth School of Business concentrating in Strategic Management, Managerial & Organizational Behavior Fernando has owned multiple businesses including a functional fitness gym and is an avid golfer in his free time.



Casey Riva–Technical Account Manager, Transit – The Americas
Casey is a 10-year Ubisense employee with a background in Computer Science from Western Colorado University, Gunnison CO. After spending 7 years designing and implementing Ubisense solutions in the field, he now takes this experience to the customer to help support their journey to digitize operations. Casey is a former NCAA Division 1 Ski Racer and actively competes in Big Mountain Freeride events. He lives in Denver Colorado with his wife and son.



Mitch Tucker – Manager, Ubisense Technical Deployment and Support Team – The Americas
Mitch is a Mechanical Engineer who attended Kettering University – Flint MI. As a recent MBA graduate from Michigan State University Eli Broad College of Business, he has been elevated to the Ubisense Deployment Manager role and has 8 delivery and support specialist under him assigned to support our North American clients. Mitch brings leadership experience from his previous roles with LMS-Siemens, Fisher Dynamics, and Williamston Products Inc. He and his wife live in Detroit Michigan.



Edgar Cooper –Design and Support Lead – The Americas
Edgar has been with Ubisense for almost 14 years. While he is involved in all projects in the US providing technical IT leadership in design and commissioning, he also supports our customers as our Service Manager. Edgar supports the design and commissioning of transit projects for over 10 years. Edgar is a food coinsurer have successfully owned and managed multiple restaurants. He resides in New Orleans Louisiana

Figure 8 - Ubisense Project Team

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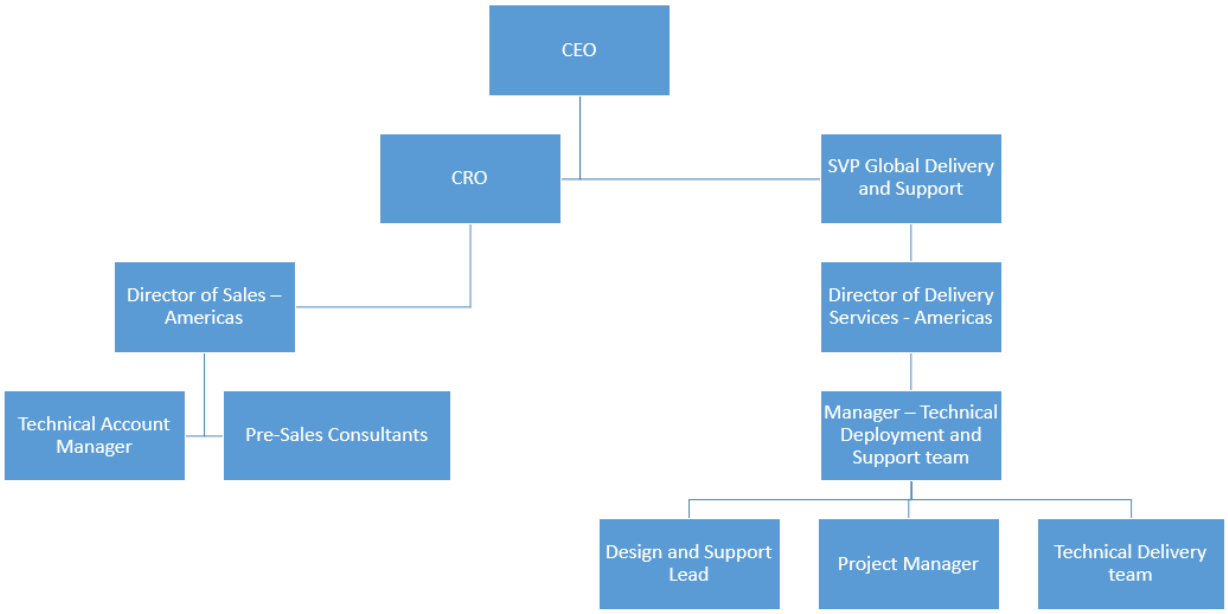

Figure 9 - Ubisense Organization Chart

Ubisense employs a diverse and highly qualified team of Pre-Sales Consultants, Project Managers and Technical Delivery Engineers.

Pre-Sales Consultants assist with the technical aspects during the proposal stage and work in lock-steo with the account managers to compose the porposed solution.

At the time of award, the Manager for the Technical Deployment team, assigns a Project Manager to lead the project and the engineers for the deployment of the solution based on the current workloads and expertise required for the succesful delivery of the solution per the high quality standards held by Ubisense.

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6 Product Introductions – Dimension 4 Ultra-Wide Band (UWB)



Figure 10 - Ubisense Products

Ubisense Dimension4 (D4) is a best-in-class precision real-time location system. It consists of hardware, firmware and server-based software components that together have helped D4 become the most widely-deployed, high-accuracy and production-proven location system in the world. Dimension4 is differentiated from other UWB location systems through unique capabilities built deeply into both the hardware and software layers of the system.

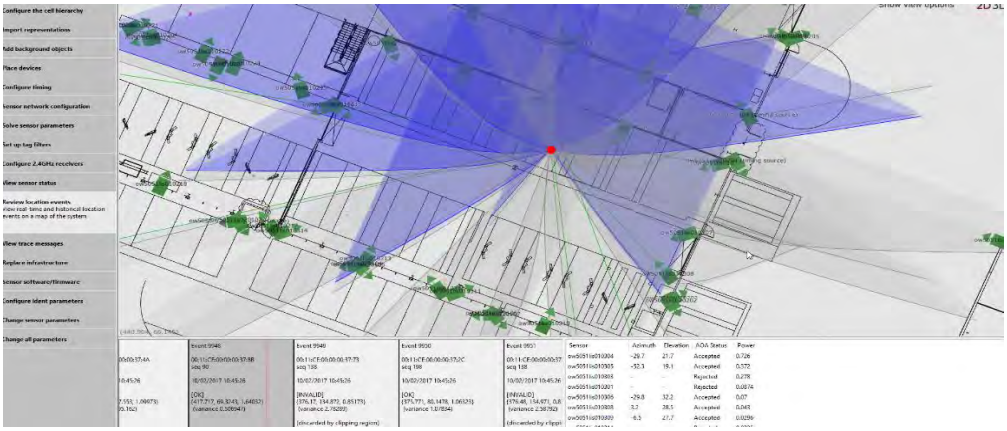

Figure 11 - Ubisense D4 RTLS Data

- **Enterprise Scalability**, implementing fog processing techniques for enterprise scalability and controls-ready real-time performance.
- **Industrial Strength**, with system deployment and IT management tools for mission-critical reliability.
- **Highest Reliability**, being the only system to measure both angle and time-of-arrival from tags for location precision and robustness.
- **Lowest TCO**, with the best available battery lifetimes in the industry, with batteries lasting as long as 15 years.

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6.1 Location Accuracy and Reliability

Location Accuracy and Reliability

Dimension4 is based on Ubisense's formulation of Ultra-Wideband (UWB) technology which couples standard Time Difference of Arrival (TDOA) with unique Angle of Arrival (AOA) measurement. The addition of AOA triples the amount of useful location information gathered by each sensor. This additional information is what makes Dimension4 the most precise and robust tracking system in hostile environments which are highly metallic and highly dynamic.

	Ultra-Wideband			Other Locating Technology				
	Ubisense Dimension4	TDoA only	ToF/ToA/TWR	**Bluetooth Low Energy (AoA)**	**Bluetooth /RF (RSSI)**	**Wi-Fi**	**GPS**	**Passive RFID**
Location system architecture	**TDoA + 2-axis AoA**	TDoA	ToF/ToA/TWR	2-axis AoA	RSSI	Wi-Fi	GPS	(RF tag activated by reader)
Accuracy of location data	**HIGHEST**	High	High	Medium	Low	Low	Low	Low
Reliability of location data	**HIGHEST**	Medium	Medium	Medium	Low	Low	Medium	Medium
Sensor Range	**MEDIUM**	Medium	Low	Medium	Low	Low	Highest	Low
Tag Battery Life	**HIGH**	High	Medium	High	Low	Low	Medium	N/A
# of sensors req. for 2D tag location	**1**	3	2	2	3	3	-	N/A
# of sensors req. for 3D tag location	**2**	4	3	3	N/A	N/A	N/A	N/A
Summary	Ideal for critical applications when accuracy AND reliability required	Suitable if a trade-off between accuracy and reliability can be made		Great for uncluttered spaces or less critical applications	Useful if accuracy less important and reusing existing infrastructure and devices		Good for outdoor location over wide areas without infrastructure	Useful for tracking presence of lots of items at very low cost

Figure 12 - Location Accuracy Technology Comparison

In dynamic, metallic environments any single piece of measured data may be corrupted either by signal blockage or reflections off surfaces. The result of such data corruption is always to reduce the accuracy and reliability of location measurements. For an equivalent density of sensing infrastructure, Dimension4 is uniquely accurate and robust since, with 3x the data of other systems, it can detect and discard corrupted data and still have enough data remaining to precisely determine location.

In order to facilitate TDOA measurement, many systems require either cabling, or reference tags or both in order to synchronize the sensors with sufficient accuracy. In addition to providing extra reliability, AoA measurement allows Dimension4 to run with wireless infrastructure, free from reference tags. This capability not only reduces the overall cost of system ownership, but also allows Dimension4 to be deployed in situations where cabling is either prohibited or not practically feasible. Even in AoA-only wireless mode, Dimension4 has double the information available to other location systems.

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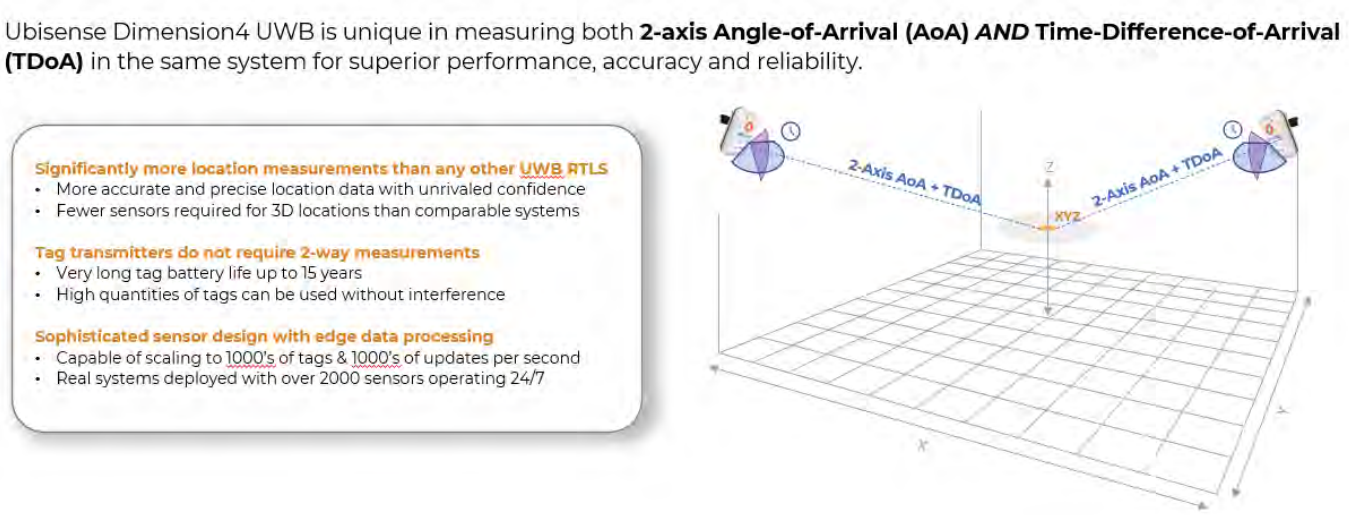

Figure 13 - UWB AoA and TDoA

In dynamic, metallic environments any single piece of measured data may be corrupted either by signal blockage or reflections off surfaces. The result of such data corruption is always to reduce the accuracy and reliability of location measurements. For an equivalent density of sensing infrastructure, Dimension4 is uniquely accurate and robust since, with three times the data of other systems, it can detect and discard corrupted data and still have enough data remaining to precisely determine location.

Ubisense technology allows for implementing real-time tracking applications with both high accuracy and high reliability. The following chart shows which typical accuracy and confidence level are achieved in an average Ubisense UWB deployment (orange column).

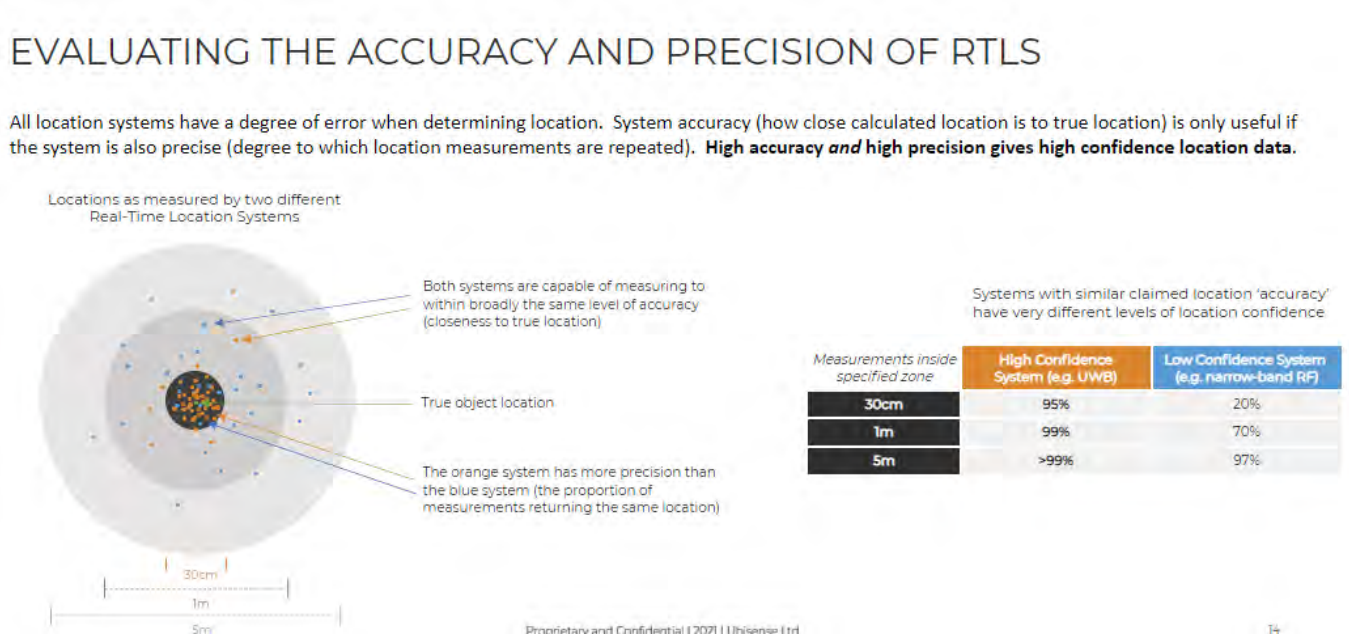

Figure 14 - Ubisense Location Confidence

However, there is a direct relationship between the achievable accuracy with a given confidence level and the number of infrastructure (sensors) to be deployed. Therefore, it is important that the business use case to be implemented determines the level of accuracy to be achieved.

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6.2 Hardware Architecture

Dimension4 sensors are wired into the existing network with Cat5e cables and a timing-distribution unit, which allows each individual cable to carry a combination of power (PoE), data and precise time synchronisation to each sensor.

This allows sensors to generate the maximum number of tag measurements by harnessing both angle (AoA) and time (TDoA) information, giving highest-possible 3D precision and redundancy in highly cluttered and complex manufacturing environments such as assembly lines.

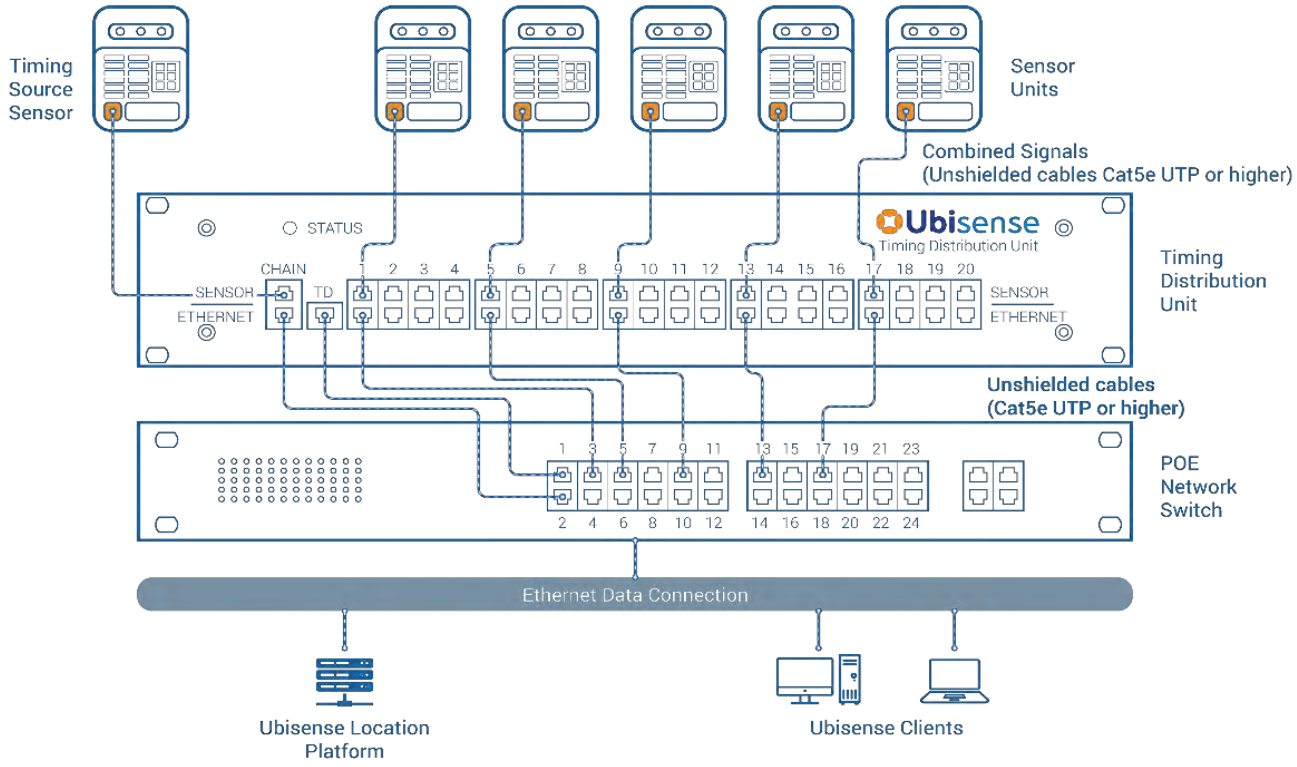

Figure 15 - Hardware Architecture

6.3 Deployment Architecture

Ubisense SmartSpace and Dimension4 products are built using the same architecture that has been in use in large-scale installations for over a decade. As a result, the underlying protocols and techniques have been proven in many different environments on various computing platforms.

SmartSpace and Dimension4 utilize a client-server model, deployed as a collection of microservices using standard protocols (TCP/IP, UDP). The microservices approach enables several important features of SmartSpace and Dimension4, including:

- Ease of deployment across Cloud, On-premise or Hybrid deployments
- Highly-distributed systems with predictable real-time performance
- Modularity and flexible licensing through feature and capability bundling

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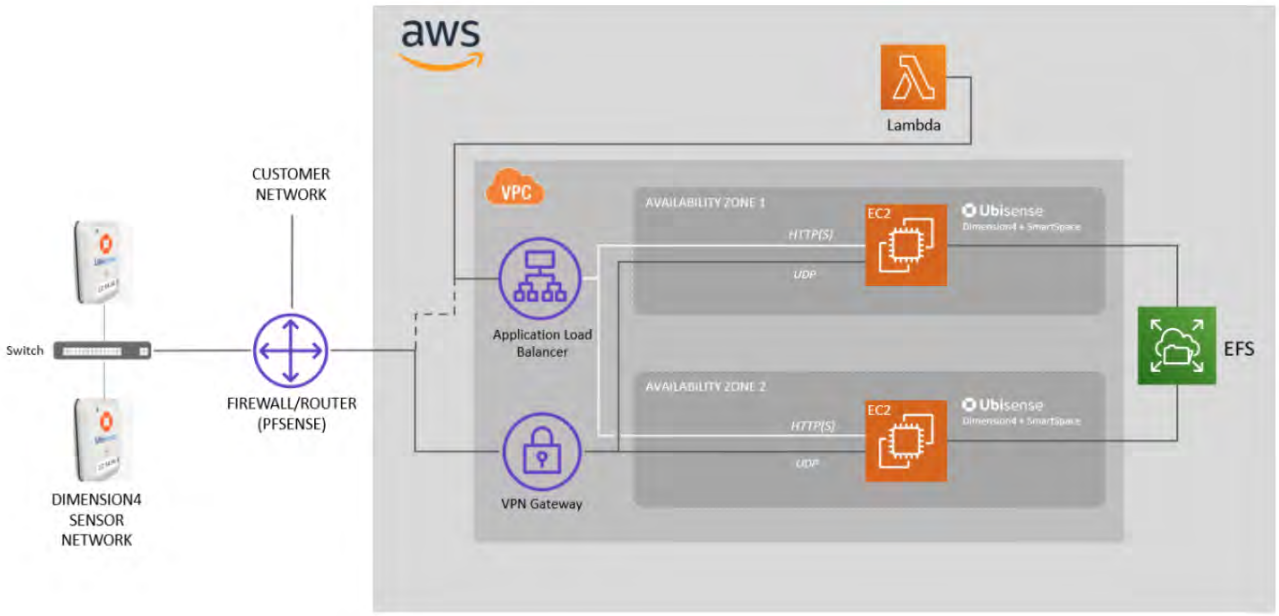

Figure 16 - Example Cloud Architecture

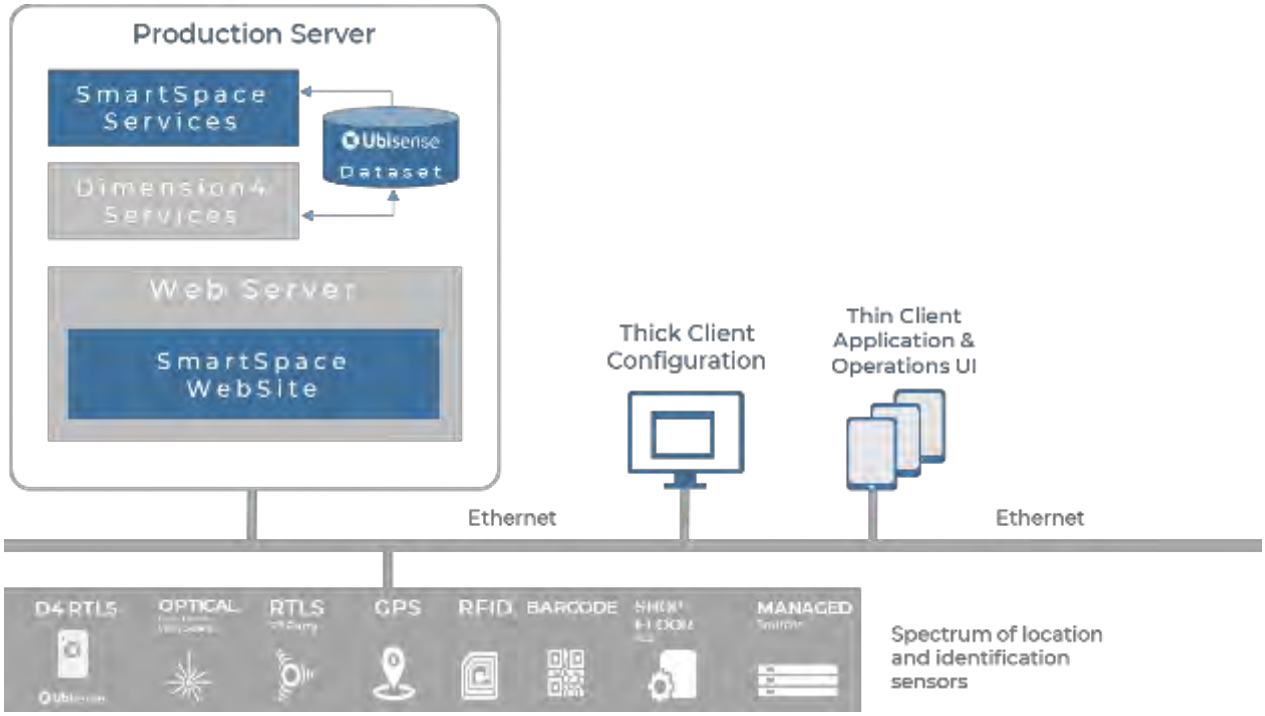

Figure 17 - Example On-Premise Architecture

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6.4 D4 Sensor Options

Dimension4 sensors are first class Ethernet connected devices that can be deployed both indoors and outdoors using the appropriate ingress protection. Ubisense sensors come in three IP variants and are engineered to operate in harsh industrial environments.

- IP30 – intended for normal indoor operation with minimal dust and risk of water.
- IP54 – intended for industrial environments where there is a higher risk of dust and water. This back cover protects the sensor ports and cabling connections from accumulating dust and water splashes.
- IP69K – intended for extreme outdoor operation in hard industrial conditions. This back cover protects from dust and water, extreme heat and cold, and is fully pressure tested against water ingress.



Figure 18 - D4 Sensor Ingress Ratings

6.5 D4 Timing Distribution Unit

The Dimension4 Timing Distribution Unit (TDU) is a 2U rack mountable POE device that provides precision timing synchronization support for up to 21 sensors in a Ubisense sensor network. It reduces the number of long cable runs required for a sensor installation by combining the network and timing signals onto a single cable. TDUs can be chained together to support larger sensor systems.



Figure 19 - Timing Distribution Unit

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6.6 Dimension4 Tags

Dimension4 tags are available in various form factors and ingress protection ratings, covering a broad spectrum of use-cases from real-time control of devices to wide-area asset management. The following datasheet excerpt provides details on sizing, typical applications, and battery lifetimes. Ubisense Dimension4 tags have a typical battery lifetime anywhere from **5x to 10x longer** than comparable systems on the market today.

	UB-Tag™	Mini Tag	Industrial Tag	GPS Tag	RTK-GPS Tag	Tool Tag	Modular Tag
							
	Lowest cost suitable for many applications	*Small with high performance, can be wearable*	*Toughest and longest battery lifetime*	*Good for seamless indoor/outdoor*	*Best for ultra high precision outdoor tracking*	*Optimised for wireless assembly tools*	*Ready for integration with mobile devices*
UWB accuracy	<0.3m	<0.3m	<0.3m	<0.3m	<0.3m	<0.3m	<0.3m
BLE accuracy	1-3m	-	-	-	-	-	-
GPS accuracy	-	-	-	10m	0.03m	-	-
IP69K ingress protection	✓	✓	✓	✓	✓	-	-
Power supply	Battery	Battery	Battery or powered	Powered, battery back-up	Powered, battery back-up for UWB	Battery or powered	Powered from device
UWB battery life @ 1Hz	>11 years	>2.5 years	>15 years		-	>10 years	-
Weight	21g	128g	128g		400g	105g	5g
Dimensions	46mm x 42mm x 18mm	54mm x 40mm x 14mm	71mm x 64mm x 47mm	71mm x 64mm x 47mm	221mm x 121mm x 62mm	108mm x 39mm x 31mm	25mm x 25mm x 9mm
Operating range	-20°C to +70°C	-40°C to +85°C	-40°C to +85°C	-40°C to +85°C	-40°C to +65°C	-40°C to +85°C	-40°C to +85°C

Figure 20 - Ubisense Tag Family

6.7 Advanced System Planning and Calibration Tools

Ubisense utilizes state of the art tools and technologies to design and quickly deploy large sensor systems.

6.7.1 Sensor planing tools

Ubisense utilizes state of the art sensor planning tools to ensure reliable tracking performance is met everywhere within the designated tracking areas. Ubisense sensor planning tools provide a coverage heat map and simulated tracking performance to ensure there are no gaps in coverage ahead of the sensor installation.

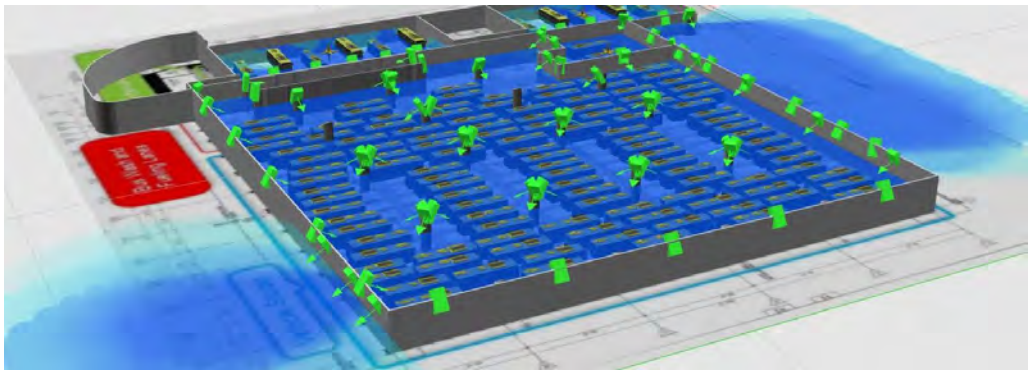

Figure 21 - 3D Sensor Planning Tools and Location Quality Simulation

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6.7.2 Lidar Calibration and Testing Process

Once the system is installed, the commissioning and testing can be performed with **little to no impact to operations**.

Ubisense calibration tools make use of handheld lidar scanners to capture the environment, automatically identify the sensor locations within the facility, and calibrate each sensor in the system.

These tools allow for systems to be deployed, calibrated, and tested in high traffic 24/7 operation environments.

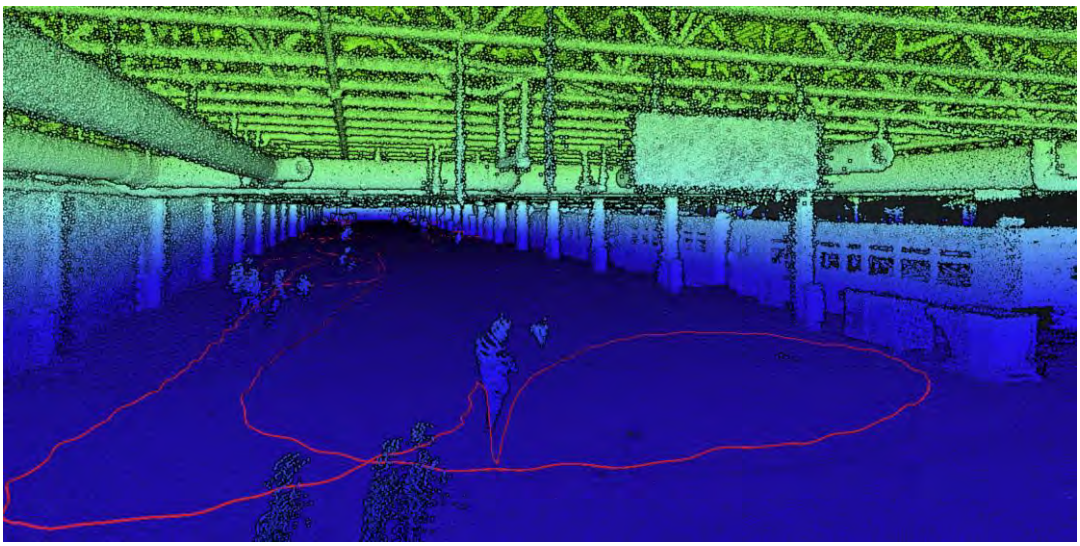

Figure 22 - Environment Point Cloud Capture

These same tools are also used to evaluate the actual performance of the system post calibration, identify any areas of weaker tracking and provide empirical data on system performance for acceptance testing.

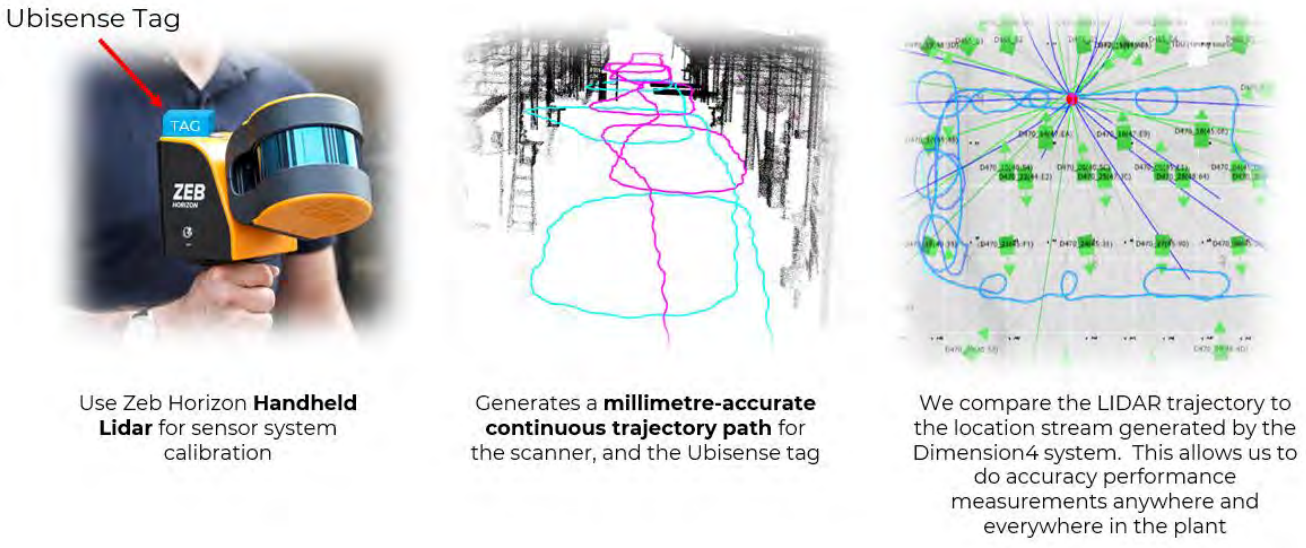

Figure 23 - Scanning, Calibration, Validation Process

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7 Product Introductions – SmartSpace

Ubisense SmartSpace is a modular software configuration platform that manages real time location and identification data from multiple sources to support industrial scale mission critical visibility and control. SmartSpace makes it easy to build, deploy and manage software applications that can detect and respond to real-world physical interactions between people, things, and the environment. The modularity of SmartSpace means that users can license only the functionality they will need for their specific location aware applications.

Scalability and real-time performance lie at the core of the SmartSpace architecture, allowing users to build applications that scale from micro-installations (small control systems running on a single machine) through to large sites with several servers and thousands of sensors, devices, people, etc., all with predictable performance.

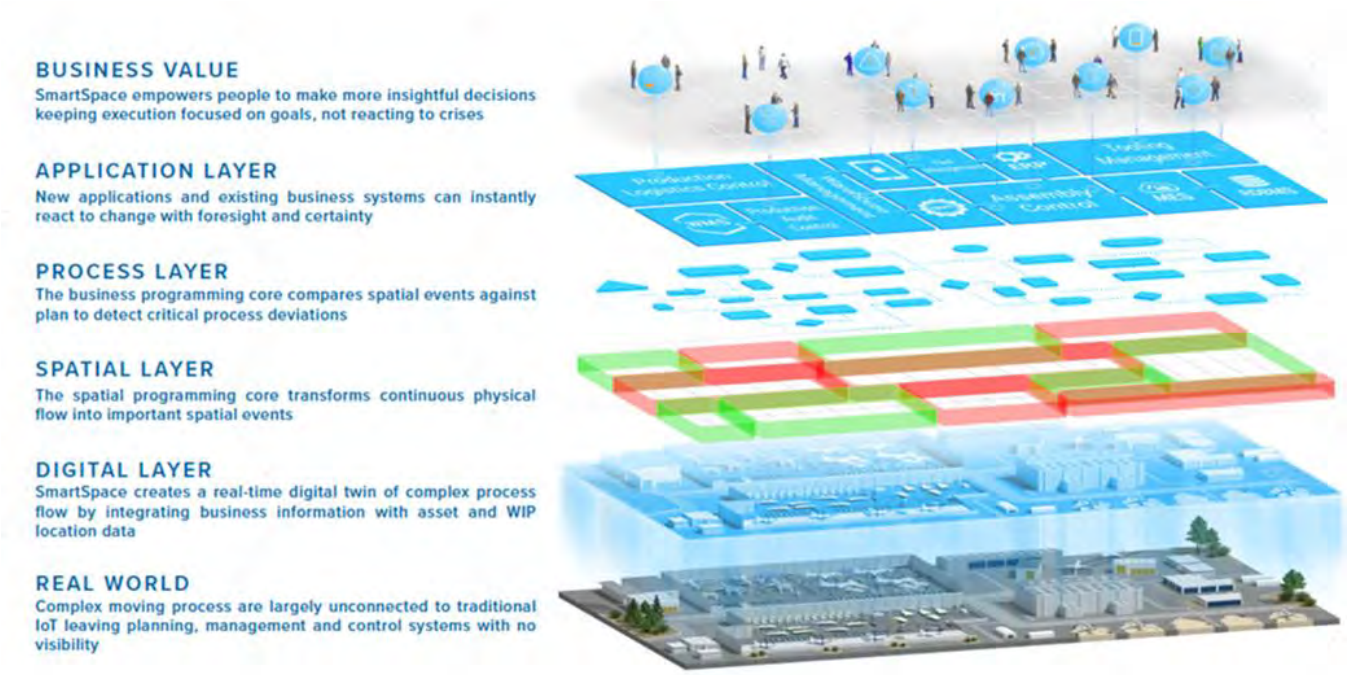

Figure 24 - Ubisense Digital Twin

Scalability and real-time performance lie at the core of the SmartSpace architecture, allowing users to build applications that scale from micro-installations (small control systems running on a single machine) through to large sites with several servers and thousands of sensors, devices, people etc., all with predictable performance.

To facilitate building sensor-rich, industrial-scale implementations, SmartSpace is fully sensor-independent, meaning it can take in and handle location and identification events from almost any data source, including third-party sensors (e.g. RTLS, BLE), third-party RFID readers (e.g. passive RFID, barcode) or other software systems (such as RDBMS, ERP or WMS).

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Figure 25 - Integrated Location Systems

For any given SmartSpace deployment, Ubisense assembles, configures and licenses only those components required to meet the customer's needs, avoiding any cost or functionality bloat from unwanted functionality. SmartSpace is easily upgradable to add further functional components as future needs change.

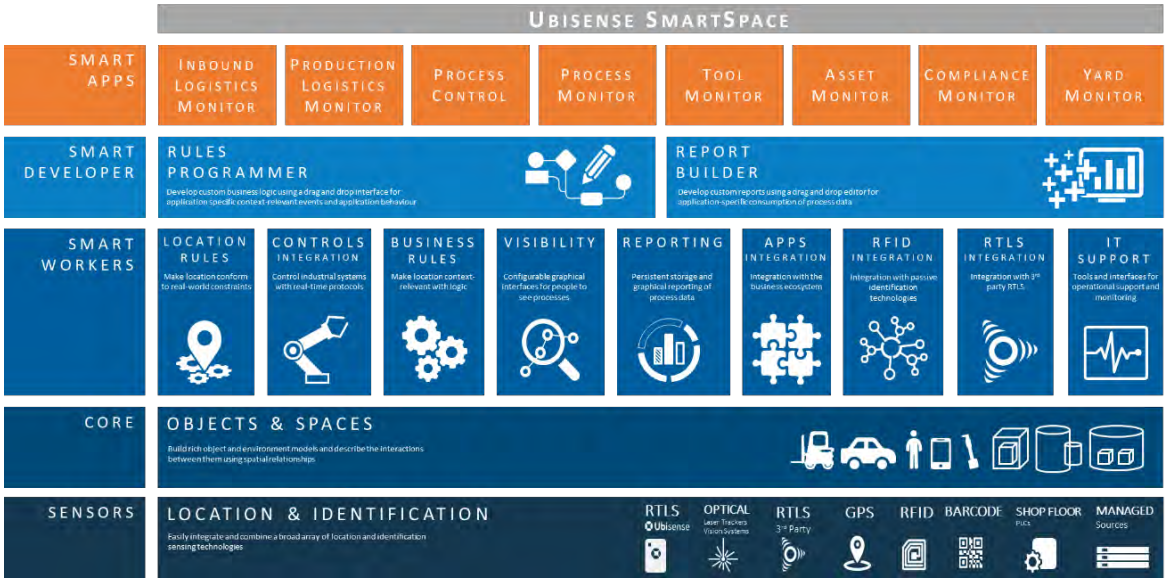

Figure 26 - Ubisense SmartSpace Platform

SmartSpace makes it easy to build applications on top of many variable and heterogeneous data sources using only configuration (rather than having to write application programs). It includes a full set of integrations to common systems which must be involved in location-aware applications (e.g., third-party databases, ERPs, MESs), visibility components like sophisticated browser-based maps, dashboards and reporting components like graphs for analytics.

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7.1 Application Configuration Methodology

Creating applications in SmartSpace follows a standard workflow through the functional components of the system, allowing everything from very simple, to very complex location-driven applications, that look, behave and integrate in their own unique ways, to be built.

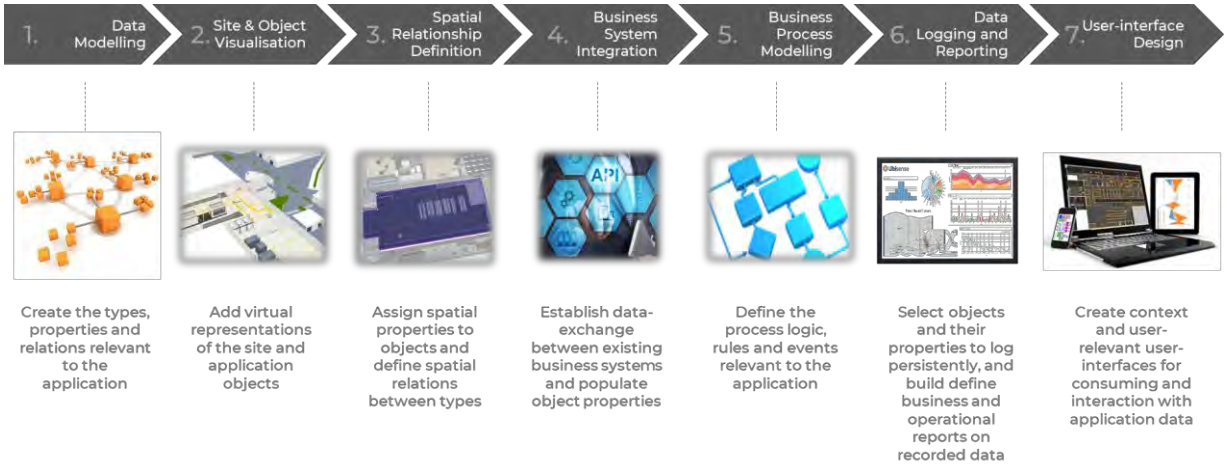

Figure 27 - SmartSpace Configuration Workflow

7.2 Platform Components

7.2.1 SmartSpace Core and Digital Twin Visualisation

7.2.1.1 Data Modeling

SmartSpace provides a no-code interface to flexibly create the types necessary to define a new application data-model. User-defined types are created with appropriate properties, which can be any of the basic numeric or string types as well as user-defined types already defined in the data model.

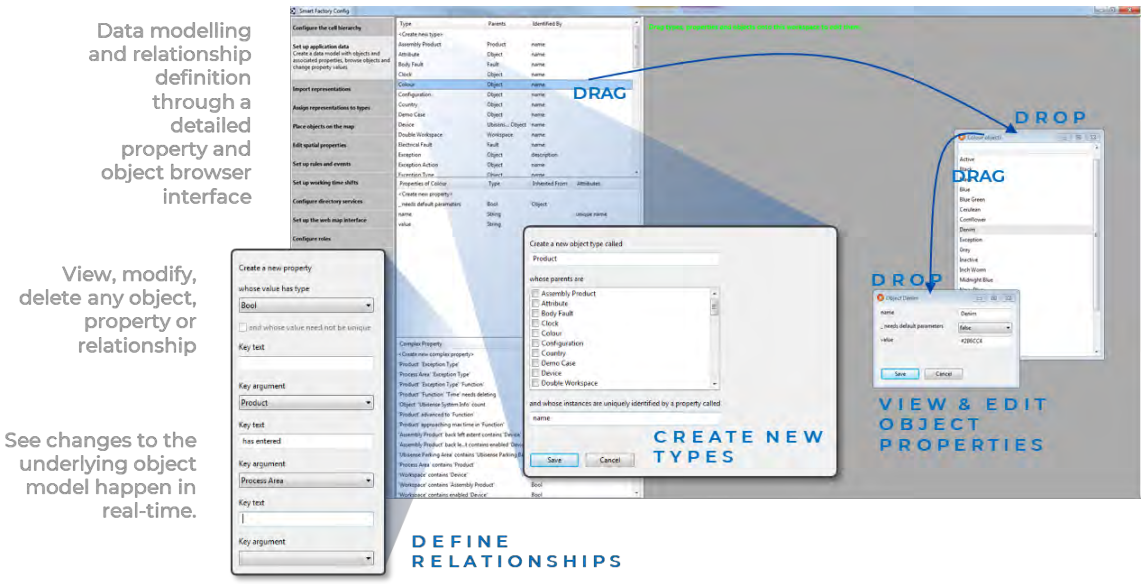

Figure 28 - SmartSpace Data Modeling

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Types which represent real-world objects can include one or more Space Properties, which are the geometric extents (zones) defined around the object that move and interact with the spaces of other object types in the data model when objects are given a location. Multiple inheritance is fully supported, so that new types can be created from a combination of parent types which own the properties required.

7.2.1.2 Spatial monitoring

Spatial monitoring is a generic and scalable way of creating software definitions of the physical relationships that exist between objects in the real world that we want to detect and act on in SmartSpace.

This is one of the most fundamental and powerful features of SmartSpace, as it provides a generic language by which we can turn millions of location and identification updates from a multitude of different sensing technologies into a concrete set of events that have real meaning to real-world business process.

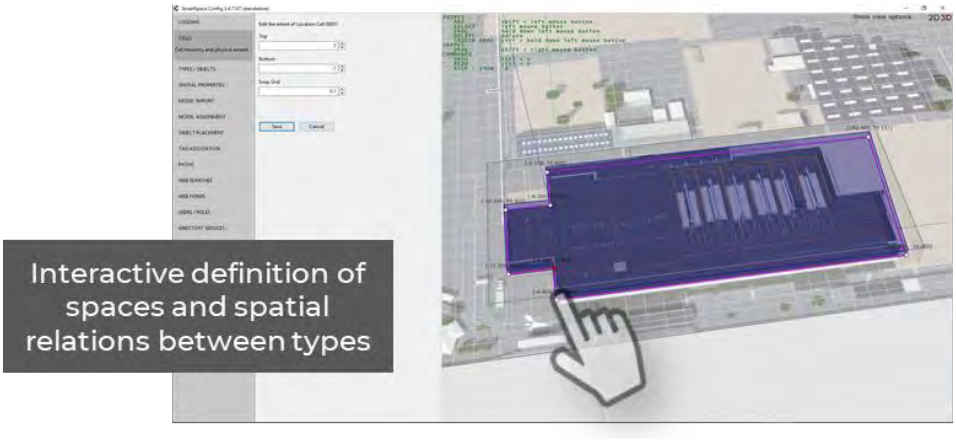

Figure 29 - Software Defined Spatial Extents

SmartSpace provides the capability for a powerful three-dimensional visualisation of any configured digital twin of a customer environment. This visualisation includes all the geometric features of the customer environment, live moving objects with accurate representations and all the spatial properties that have been defined to control process logic and reporting.

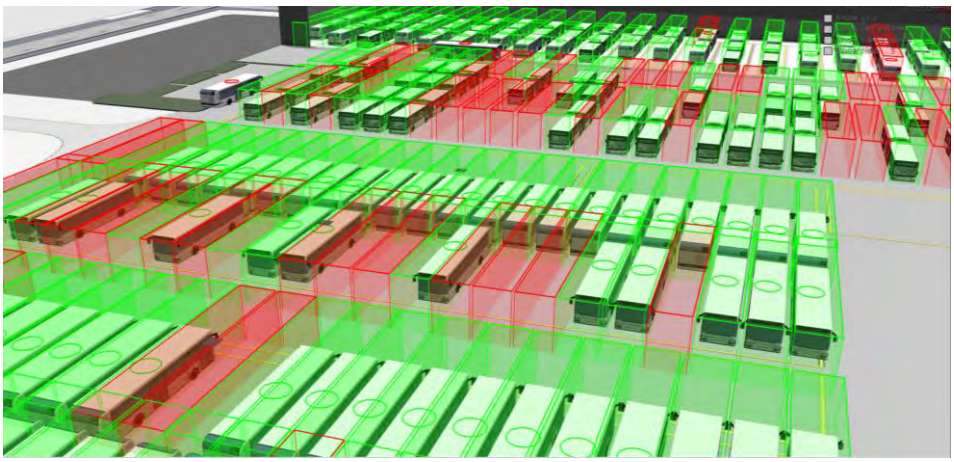

Figure 30 - Real Time Spatial Monitoring

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7.2.2 Business Rules Engine

SmartSpace Rules engine developer provides a graphical environment to capture logic and relationships between objects in rules and event handlers that reflect your business processes. These definitions are then used by the Business rules engine.

The Business rules workspace provides an editing environment which aids the creation of rule and event definitions. Definitions are constructed by dragging and dropping properties and keywords into available slots in templates. Visual cues in the interface and real-time error messages support the creation of valid definitions.

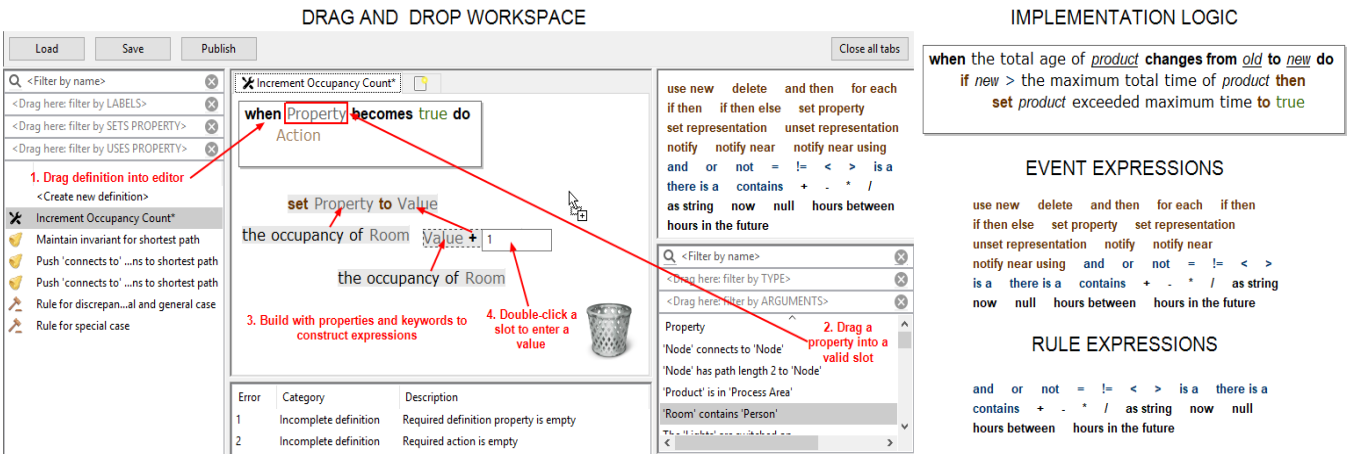

Figure 31 - Drag and Drop Rules Configuration Engine

The Business Rules Engine provides for the following kinds of definition:

7.2.2.1 Rules

Rules are statements of fact used to evaluate when a particular state or condition in a process is established.

7.2.2.2 Events

Actions defined in an event definition run when a value or a fact about a property changes. Events can be used to create or delete objects, set a property, set or unset representations, or send notifications. More than one action can be included in an event, and further tests and conditions can be specified within the definition.

7.2.2.3 Timeouts

A timeout is triggered when the time specified by a property (whose type must be time) is reached. Timeouts can be used to create or delete objects, set a property, set or unset representations, or send notifications. More than one action can be included in a timeout, and further tests and conditions can be specified within the definition.

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7.2.3 Location Rules Engine

SmartSpace uses Location Rules to control the orientation and position of objects as they move through the production of maintenance environment. In this way, objects shown on the map can reliably snap to bays, or lanes, and move in directions with orientation that is consistent with the real world.

7.2.3.1 Robust Location

Definition of positions in which objects are "parked"; real-time detection of parking, snapping and orientation of objects in parking spaces.

Location data is noisy. For tracked objects that remain stationary for some period of time, this variance will cause object location and orientation will vary over time.

For visibility applications it can be desirable to "snap" objects to known anchor points in the environment model.

Snapping behaviour is fully configurable. Snapping only occurs when location data matches the minimum snapping criteria for that anchor.



Figure 32 - Raw Data vs Robust Location Parking

7.2.3.2 Parking Paths

Paths are defined for each lane to provide stabilization for any raw location noise. Location rules provide an additional level of software supported filtering to ensure vehicles are correctly located in the correct lane and sequence.

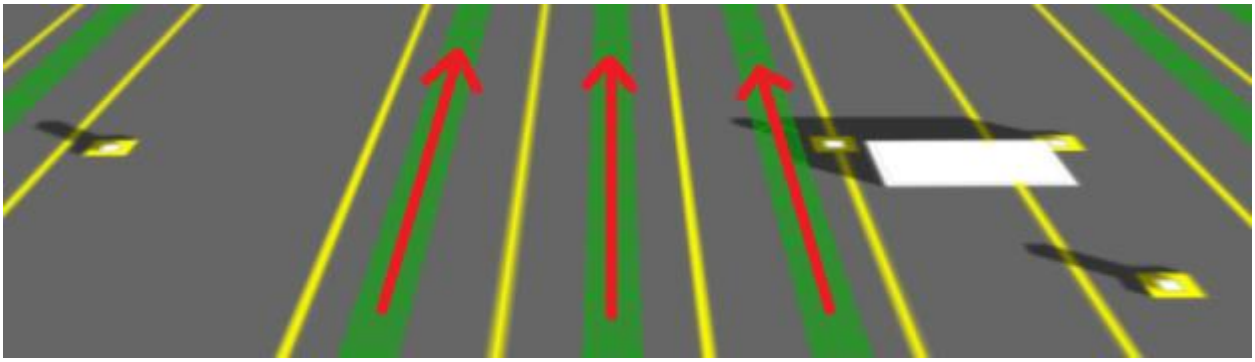

Figure 33 - Software Defined Parking Paths

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Figure 34 - Dense Vehicle Parking with Parking Support

7.2.3.3 Location Quality Monitoring

A key strength for SmartSpace is to be able to analyze the accuracy and robustness of the location systems that feed location data into the system. With location quality monitoring, various location quality monitors can be set up across a deployment and each can generate health metrics. For example, location quality monitoring can be used to identify if there any outages in the tracking of the tags, or if there are any large jumps in the location data.

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7.2.4 Visibility

7.2.4.1 Web Map Visibility

Users can easily identify and find any tracked product or asset once it is associated to a tag. Object locations are continuously updated in SmartSpace from the underlying location system and end-users can find objects using the SmartSpace web map.

The web map is a configurable, browser-based interface that displays the current locations of tracked assets. It supports role-specific searches that can be configured to the needs of specific types of end user. Each search can be set up to display context-specific representations for assets, including labels and annotations based on Business object properties.

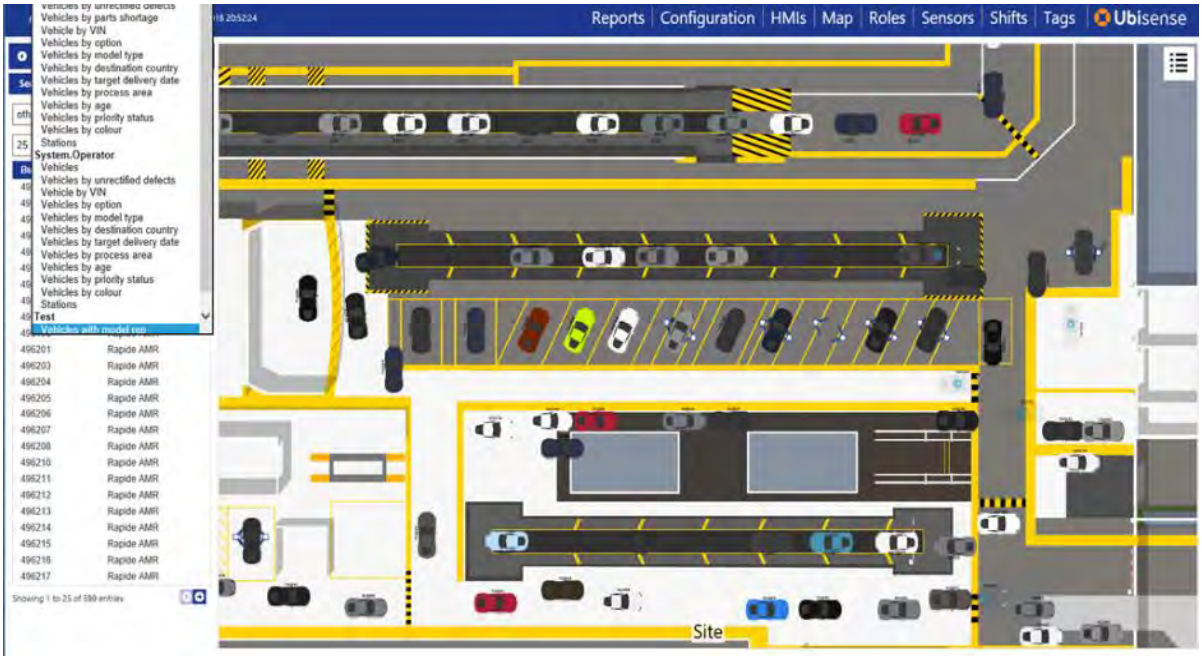

Figure 35 - Example Web Map

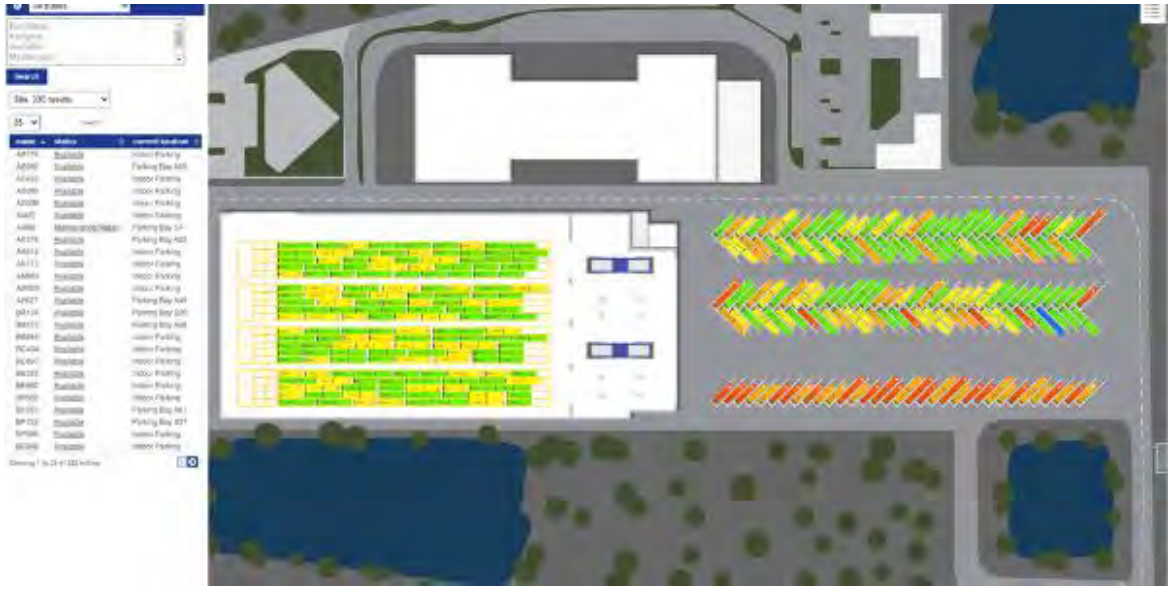

Figure 36 - Example Web Map – Transit

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7.2.4.2 Human-Machine Interfaces

The HMI (Human Machine Interface) component of SmartSpace allows for fast creation of custom web interfaces and applications (dashboards and many other types of data-driven interfaces) within the Ubisense SmartSpace web site. Queries into both current (real-time) and historical (reporting) data are defined and piped into a variety of visualisation formats including:

- Custom interactive dashboards or work instructions with user-input
- Visual components such as progress bars or gauges
- Embedded versions of SmartSpace web maps or SmartSpace web reports

Administrators can use a web-based editor to develop and test interfaces, before publishing the finished versions to designated SmartSpace roles. Access to these dashboards can then be granted to specific users/roles as desired.

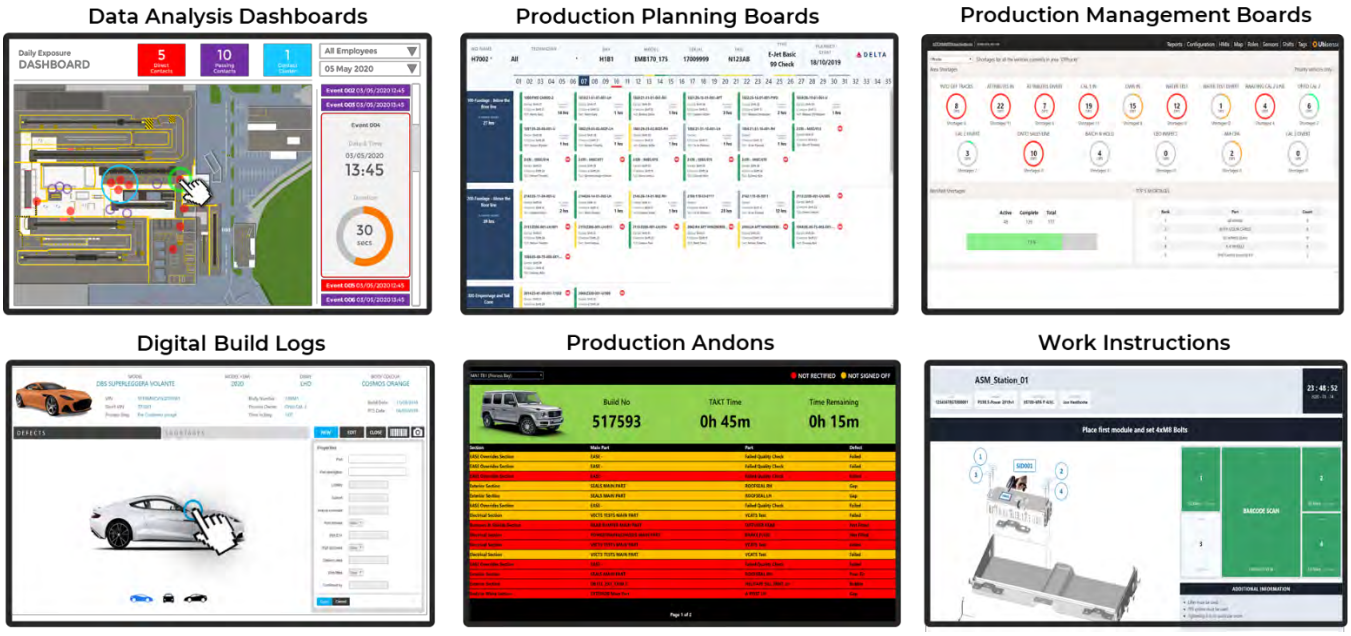

Figure 37 - HMI Dashboard Examples

7.2.5 Reporting

SmartSpace Reporting has two key components, which support persistent logging and report creation based on any data held within the SmartSpace data model.

The Web reports feature runs queries over any recorded location or property history to generate sophisticated tabular and chart-based reports displayed in the browser. On its own, this feature can deliver pre-built reports, such as those available as part of a vertical application. With the Reports engine developer feature, reports can be created and edited by customers to incorporate new data or extend existing SmartSpace reporting capabilities over time.

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Figure 38 - Reporting Charts

Web reports can be accessed from a wide variety of devices, ranging from desktop computers to tablets and phones, and do not require installation. A wide variety of chart types are supported including line, discrete bar, multi-bar, horizontal bar, stacked area, scatter, cumulative line, line and focus, pie, histogram, box plot, Sankey diagram, chord diagram and location history.

A small set of example reports built using SmartSpace are shown in the following images.

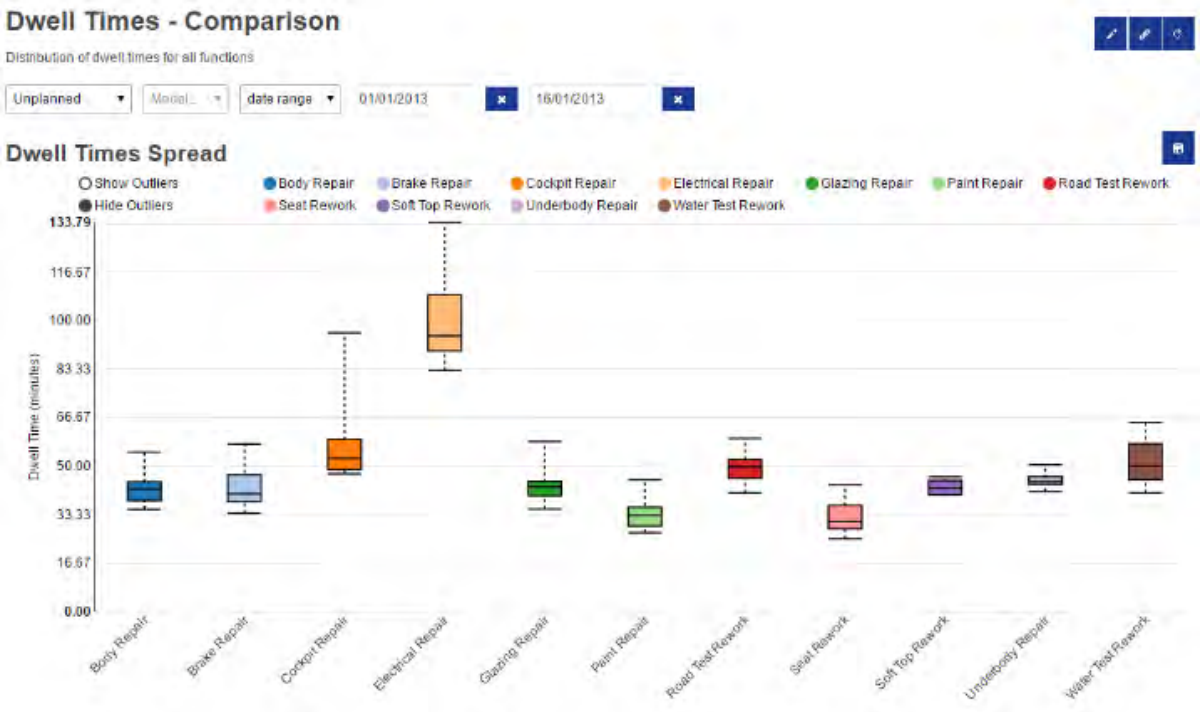

Figure 39 - Dwell Time Comparison

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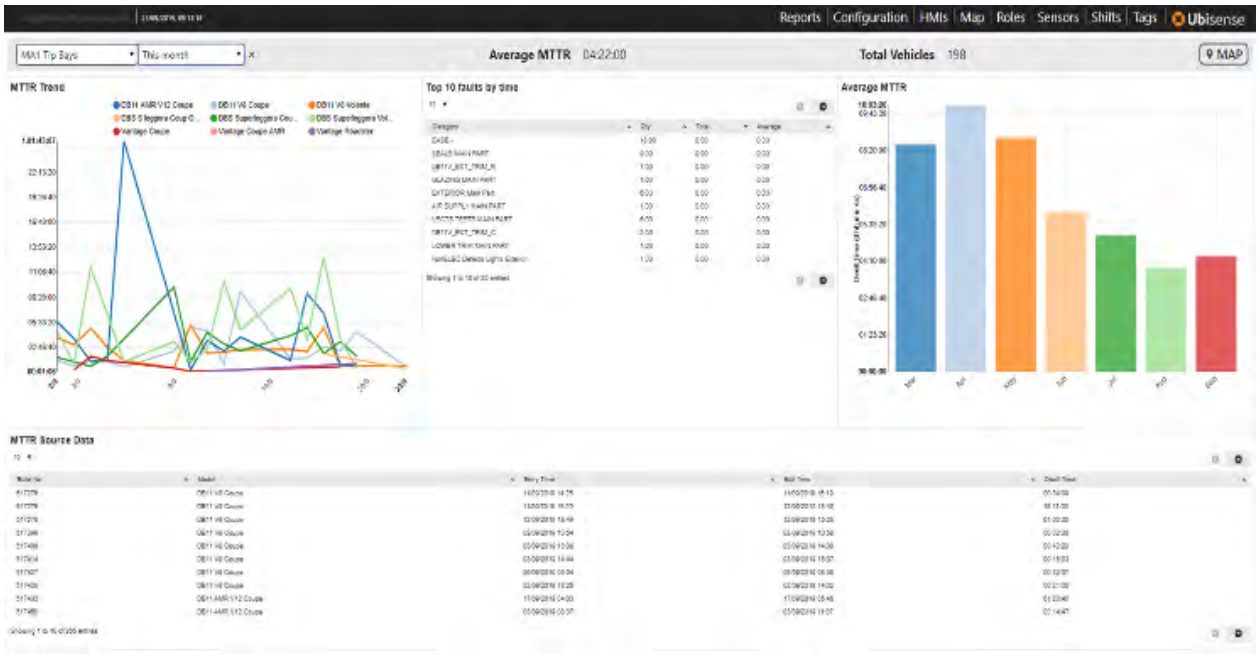

Figure 40 - Mixed Report Dashboard

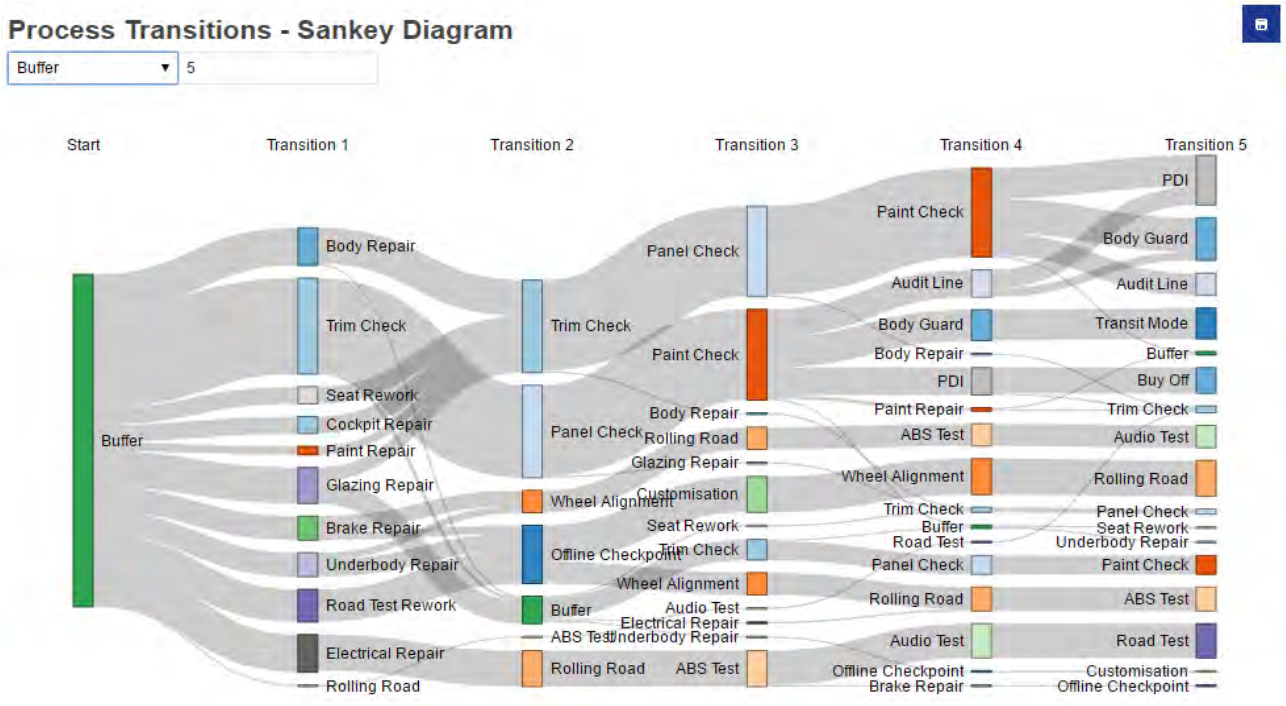

Figure 41 - Sankey Flow Diagram

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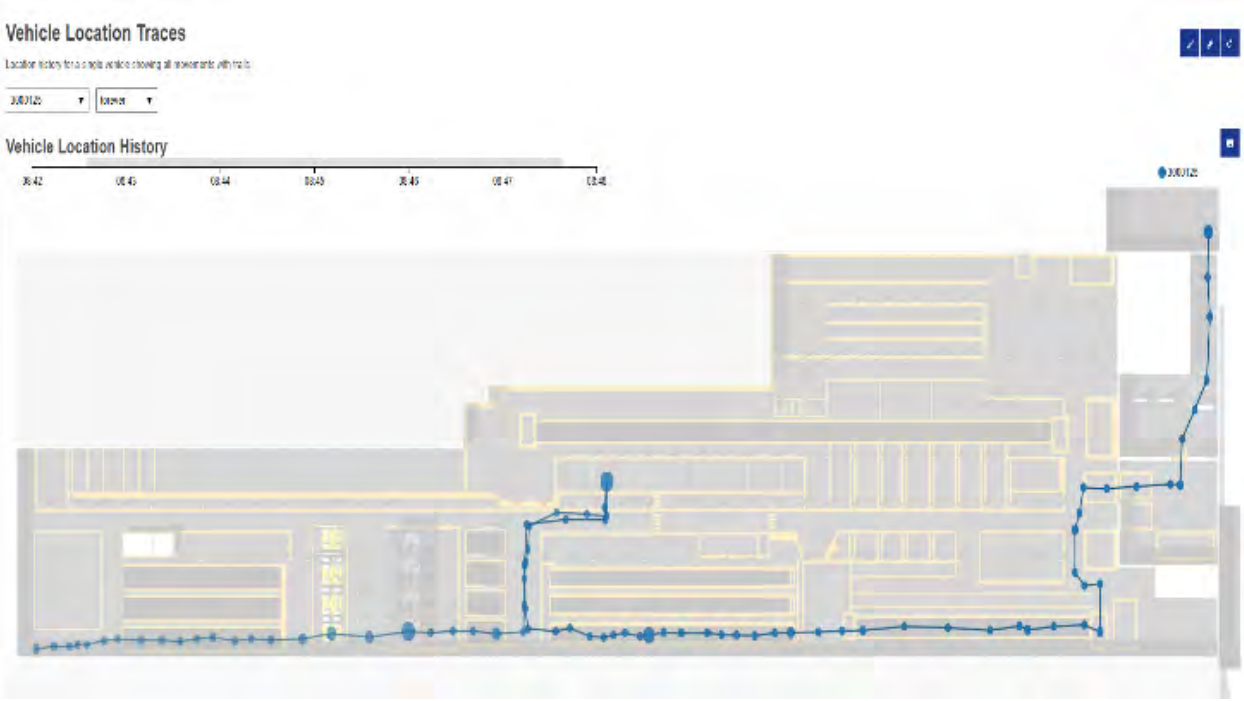

Figure 42 - Vehicle Location History Report

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7.2.6 System Integration

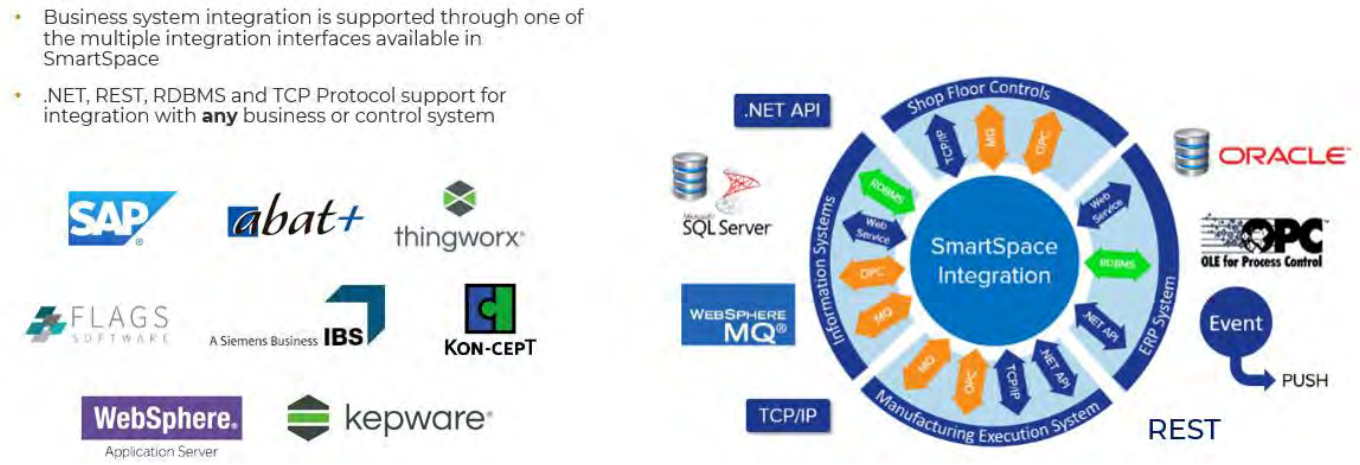

Figure 43 – Ubisense System Integrations

SmartSpace applications are very seldom deployed without integration with existing enterprise and shop floor control systems, primarily because so much of the context that is derived from location is wrapped up in other business systems.

Ubisense regularly integrates SmartSpace with many different systems including ERP (typically SAP), MES (various), quality and warehouse management, PLCs, tool controllers and other automation devices. Integration with any of these systems is dependent on the available interfaces of the source system, but to-date there has not been a system with which we have not been able to integrate our platform.

A few of the major integration paths available are described below, with more information available at www.ubisensesmartspace.com.

7.2.6.1 RDBMS Map

Use SmartSpace's RDBMS Map feature to integrate with external relational database management systems to read or write application data. The mapping allows the configuration of the import and export of object properties between the Ubisense platform and external database schemas. Operations can be scheduled or triggered based on changes to object properties. Any ODBC compliant database can be mapped into SmartSpace.

7.2.6.2 Web Services

Web Service integration is enabled through SmartSpace's REST API. It is an http-based API allowing the viewing or creation of objects and properties in the SmartSpace object model which:

- Provides an interface to the Ubisense platform without requiring knowledge of or access to Ubisense protocols.
- Allows for easy access to the platform information without needing to write software. This is useful for viewing information in a one time/non-automated fashion or when writing lightweight web scripts.

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7.2.6.3 .NET API

The SmartSpace Application .NET API provides a set of related .NET assemblies which can be referenced in a .NET project to access the Ubisense data model. The API supports creating and removing object instances, setting and reading object properties, including custom business object properties. It also supports callbacks when object properties are inserted, updated or removed.

Additionally, the .NET interface to SmartSpace enables standard .NET libraries to be used for industrial protocol integrations, e.g., OPC UA and MQTT.

7.2.7 RTLS and RFID Integration

Ubisense provides connectors for external location data generated from other systems such as GPS, BLE, or passive RFID.

The External data connector (EDC) is a service for collecting location and/or property data from an external system and injecting it into SmartSpace. It supports a range of protocols for connecting to external customer systems, including HTTP(S) queries (server and client), web sockets (client), and TCP (client) and allows imports in various formats, including XML, JSON, CSV, and single-field, unformatted data.

The LLRP interface enables configurable integration and mapping of identification events from 3rd-party RFID readers that support LLRP to objects and events. The LLRP interface collects tag reports from readers and stores the data (what tags have been seen by what readers) in the assertion store/UDM, allowing a user to write logic based on this data using the business rules engine.

7.2.8 Advanced IT

7.2.8.1 User and Role Authentication

Ubisense allows for users and their *roles* to be defined within SmartSpace or imported from external systems via LDAP.

SmartSpace roles control which parts of the web interface can be accessed by a user, and the maps, reports and other screens available to them. It also determines which users should receive notifications, emails and alerts generated through the Business rules engine.

This allows the application experience to be tailored to meet the needs of specific classes of end user.

The SmartSpace configuration client includes a workspace for defining roles and assigning users to them. In addition, SmartSpace provides a browser-based view of the underlying users and roles model, giving system administrators simple access for editing or extending the underlying user and group allocations.

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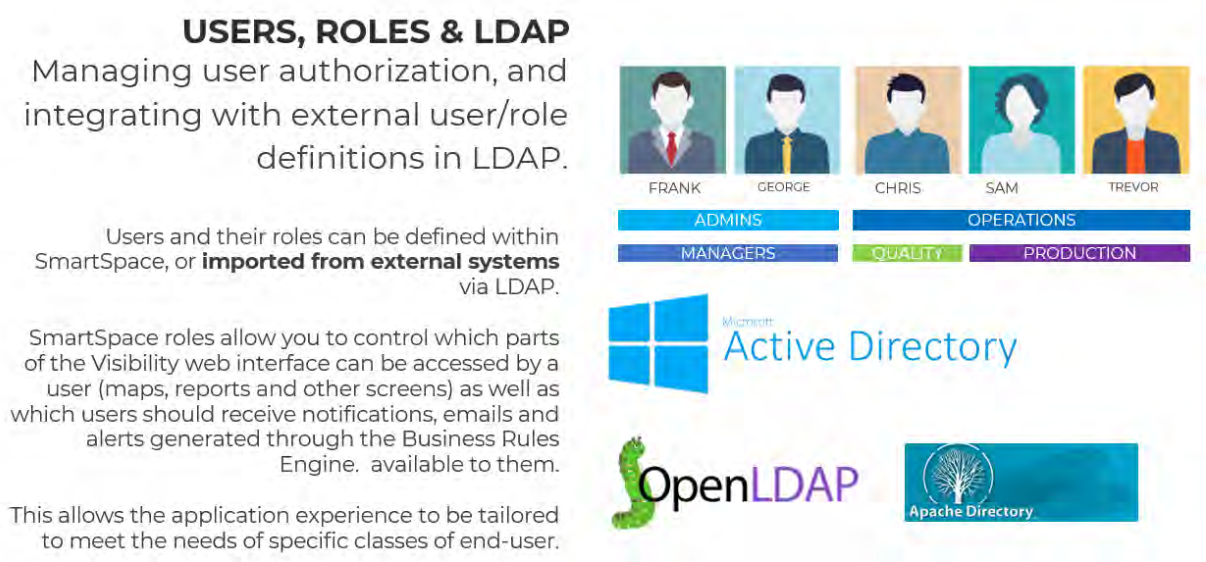

Figure 44 - Ubisense Users and Role Authentication

7.2.8.2 Service Security

SmartSpace implements a service-oriented architecture where each service is a unit of functionality that works with other services to deliver some larger capability. Service security allows each service to be protected so only authorized users and clients can access the data or execute operations to modify it.

Key features include:

- Protection of system state at the service level for security and data integrity
- Three service access levels: Open, Read-only, Closed
- Configurable role-based multi-level security model
- Each (Role, Service, Cell) combination maps to a service access level
- Uses AES-128 (Advanced Encryption Standard)
- Client credential entry integrated with Windows authentication

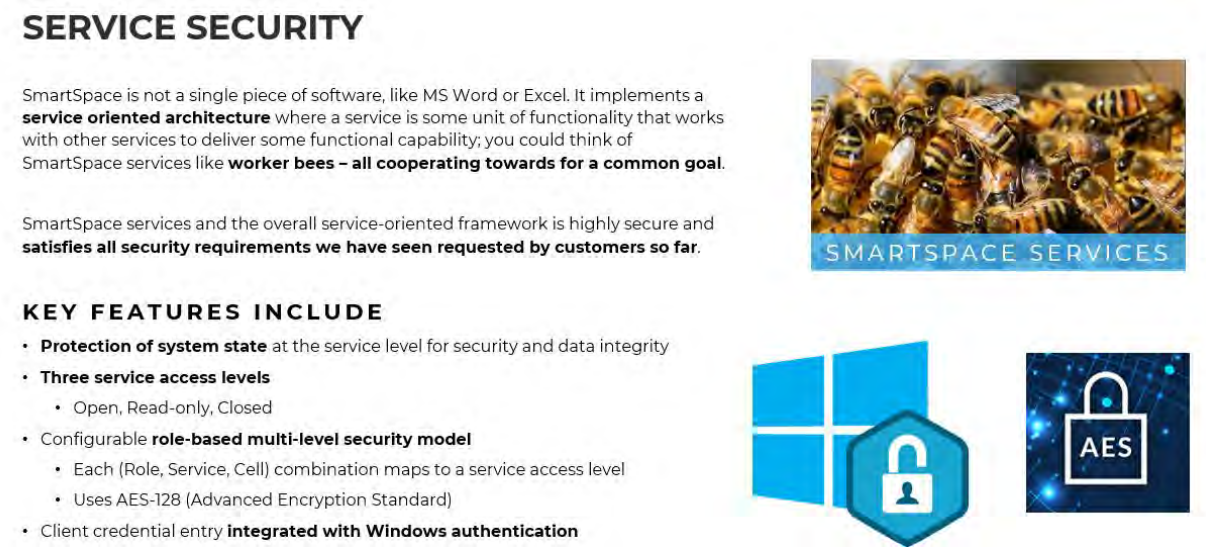

Figure 45 - Ubisense Service Security

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7.2.8.3 SmartSpace Failover Control

SmartSpace Failover automates switching from active to standby machines in case of machine failure, or to enable maintenance or backups, in a manner that protects data integrity by ensuring that active and standby machines never run at the same time.

Failover is based around the 'two machine' setup in which pairs of machines are configured so that at any one time only one machine is active whilst the other is on standby. If the active machine stops or fails, the standby machine takes over.

SmartSpace Failover ensures platform availability by automating switchover to an alternative host. It assumes an up-to-date copy of production data is made available by some method, for example by using SmartSpace Replication. Ubisense Failover runs on Linux and Windows platforms.

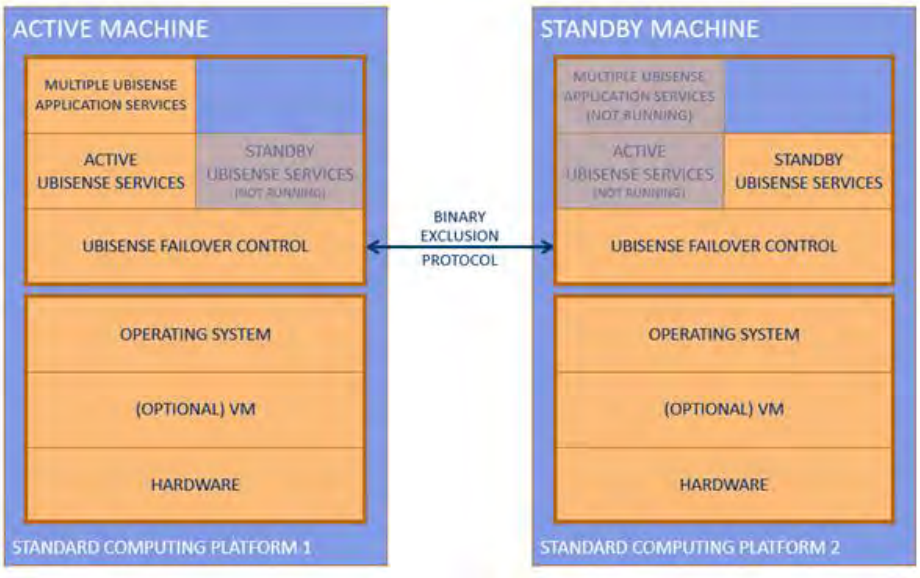

Figure 46 - Ubisense Failover Control

7.2.8.4 SmartSpace Replication

Replication provides software support for the configuration of a continuously updated backup of the live dataset. This is stored on a separate (backup) machine, which also has the Ubisense platform installed, but inactive. In case the production machine fails, the Ubisense platform on the backup machine can be started and take over as the production platform server.

The backup machine can also share the same data as the live machine, for example by using a Storage Area Network (SAN) or Network-Attached Storage (NAS).

The benefits of using Replication are:

- Replication is performed in software, meaning there is no need for specialized high availability storage hardware
- The copy of data on the backup machine can be used as a *hot backup*
- Live machine is immune from latency problems commonly caused by synchronous replication
- Good for long-distance off-site replication where latency would be a serious issue

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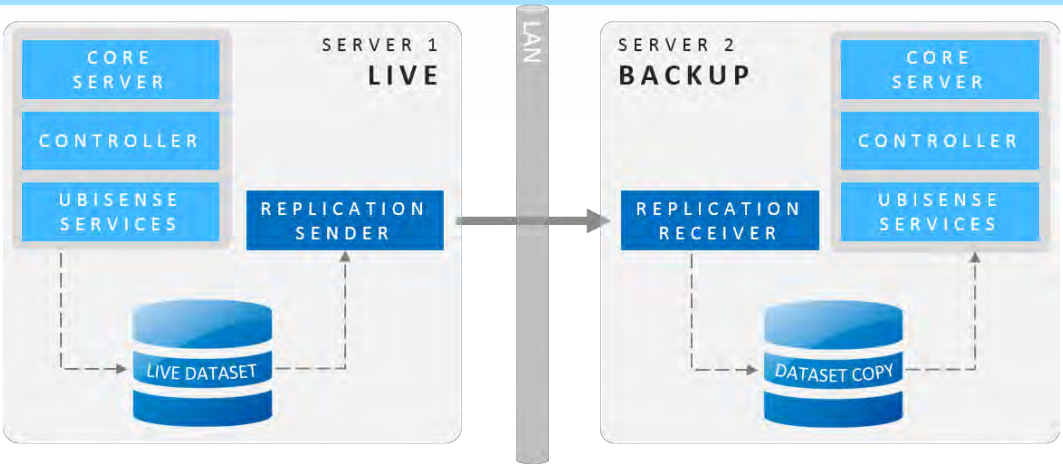

Figure 47 - Ubisense Replication Model

7.2.8.5 Health Monitoring

Recording and analyzing system health is often a requirement for enterprise location system deployments. Ubisense Health Monitoring works by periodically delivering metrics to a central health monitoring service. Separate services expose these measurements to an external metrics database system such as Prometheus. Metrics can then be viewed on configurable dashboards in a web browser. Isolation of monitoring from the operation of the SmartSpace platform ensures a minimal impact on system performance.



Figure 48 - Health Monitor Dashboard

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7.3 Standard On-premise Architecture

Ubisense SmartSpace and Dimension4 products are built using the same architecture that has been in use in large-scale installations for over a decade. As a result, the underlying protocols and techniques have been proven in many different environments on various computing platforms.

SmartSpace and Dimension4 utilize a client-server model, deployed as a collection of microservices using standard protocols (TCP/IP, UDP). The microservices approach enables a number of important features of SmartSpace and Dimension4, including:

- Ease of deployment across Cloud, On-premise or Hybrid deployments
- Highly distributed systems with predictable real-time performance
- Modularity and flexible licensing through feature and capability bundling

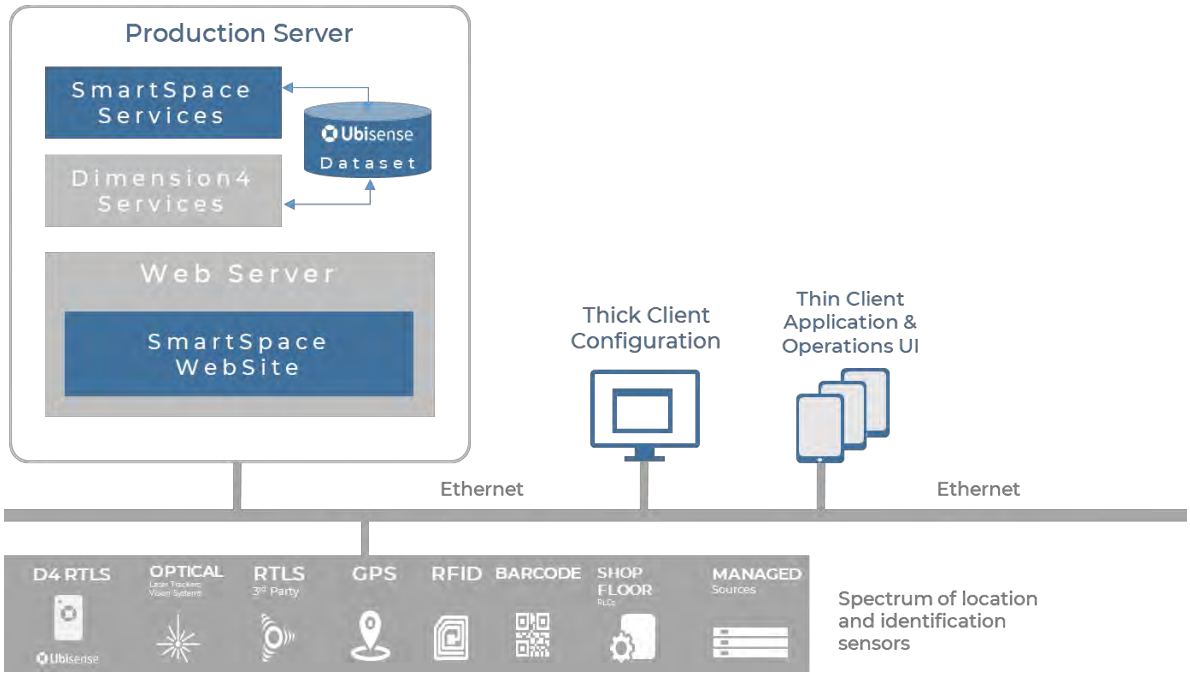

Figure 49 - On Premise Architecture

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7.4 Cloud Architecture

Ubisense solutions, including its local sensor system, can be provided as fully cloud hosted Solutions. Our cloud support enables:

1. Ubisense software components to be fully cloud hosted
2. Running all Dimension4 hardware at the edge, with no on-premise server dependencies
3. Running as a high-availability service, using the optimal combination of Ubisense and AWS components for seamless failover and mission-critical reliability
4. An entirely open platform to integration with 3rd party cloud services for additional sensor data ingestion or output for machine learning

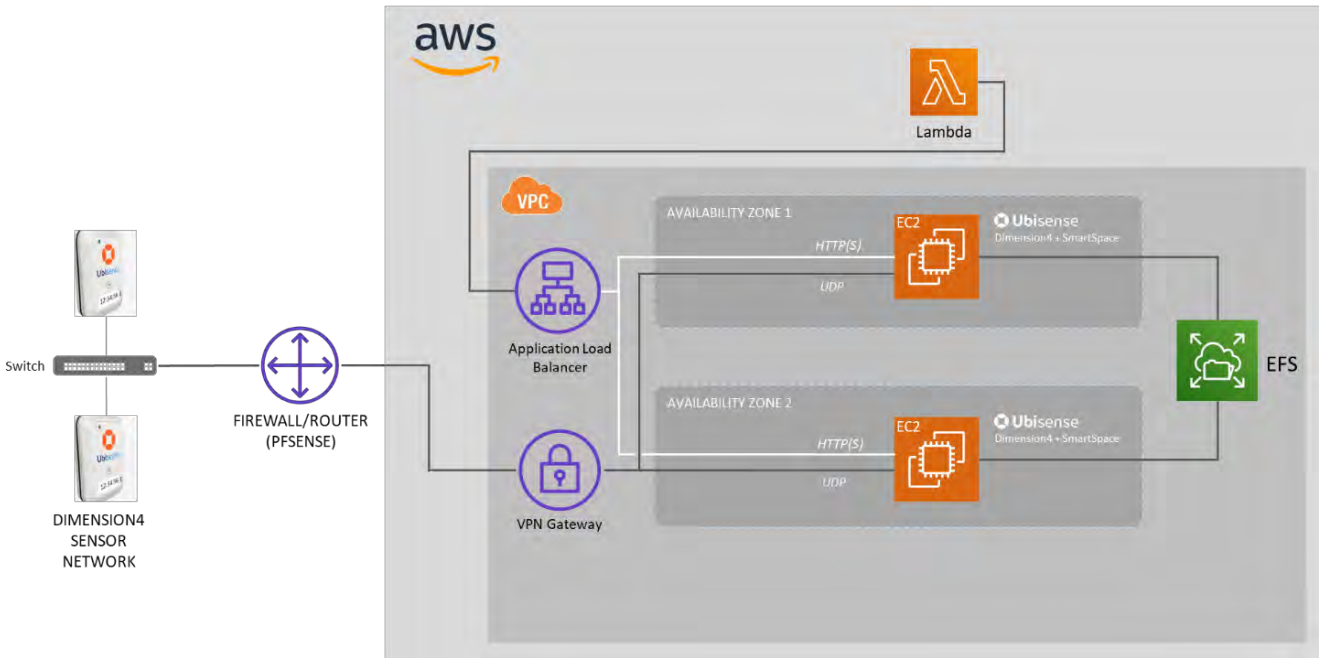

Figure 50 - Cloud Architecture Example

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8 Transit Management Solution Overview

This chapter defines the solution to be implemented for MBL, which is comprised by this proposal.

It starts with a description of the Ubisense SmartSpace application for transit depots, called “SmartSpace Transit Management Solution” in Chapter 8.1. All screenshots included are examples, which need further detailing and customization for MBL. Chapter 8.2 comprises details about the combined RTK GPS and UWB tag solution to be used at MBL, Chapter 8.3 briefly explains the HW and SW architecture, Chapter 8.4 defines our assumptions about the bespoken interfaces between SmartSpace and Avail systems. The final Chapter 8.5 defines the covered areas for all depots.

The Ubisense SmartSpace software platform is an out of the box configuration tool used tailor application behavior for Transit Management. Complimented by seamless indoor and outdoor, centimeter level tracking, using UWB/RTK GPS from the Dimension4 location system, Ubisense provides reliable real time solutions for asset visibility, process monitoring, and historical performance KPIs.

Ubisense solutions help operations manage the ever-increasing complexity of the yard. Transit authorities must manage a complicated mixed fleet drive, multi-site operations, staffing availability and safety policies. Ubisense provides the tools to help manage this complex manual process by providing a reliable real time digital markup, process monitoring and alerting, and measure key KPIs for continuous improvement.



Figure 51 - Industry Challenges

Ubisense tracks the precise real-time location and movement of vehicles across indoor and outdoor transit yards so you can eliminate wasted search time and automate processes by knowing the locations and status of all of your vehicles, all of the time, with a browser-based map and easy to use search capabilities. Transit Management systems save hours of search time and remove the need to manually log every vehicle’s location and provide operations with accurate bus locations to rebalance routes and operator assignments.

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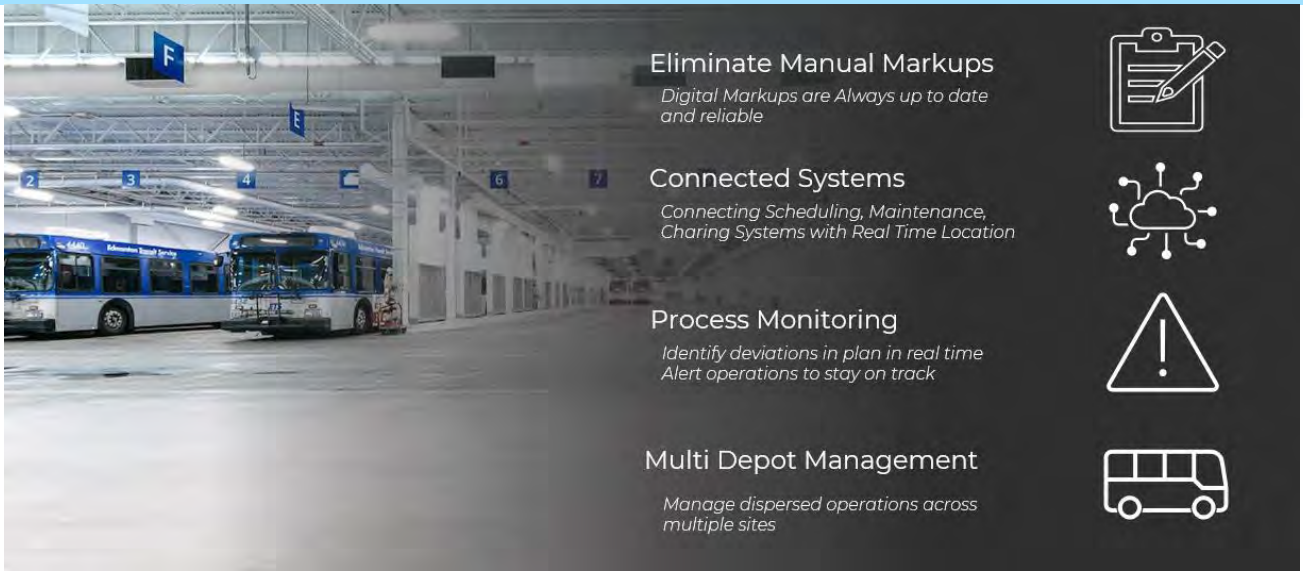

Figure 52 - Smart Yard Solutions

SmartSpace Transit Management brings all pertinent vehicle detail, schedule, battery, and maintenance information to the users' fingertips. Users will be able to quickly identify which vehicles are available, on hold, or assigned to a route by glancing at the map or selecting a vehicle to view its attributes. Process monitoring uses time-based alerts to determine and notify operations of late pullouts in real time, flag potential scheduling mismatches based on vehicle location and ability to exit the depot and identify buses which have not returned to the garage based on their scheduled pull in time.



Figure 53 - Smart Yard Process Monitor

Ubisense describes the detailed feature sets of the MONTEBELLO BUS LINES configuration in the requirements in Section - MBL Transit Management Solution Requirements

An overview of Ubisense SmartSpace Transit Management can be found on our website at - https://ubisense.com/transit-management/

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8.1 SmartSpace Software

A three-dimensional model of the transit yard is created in software with spaces easily defined to represent entrance, parking, cleaning and maintenance areas. Vehicle locations are recorded in real-time with 'snap-to-space' neatly depicting actual vehicle location relative to the environment. Integrations with existing packaged or bespoke transit systems means information is consolidated in one place with easy-to-use maps, and configurable searches, alerts and automations.

3D models are built in software and important spaces easily defined and maintained, such as parking or maintenance bays, dispatch lanes, fuel and wash locations, and fare probe.

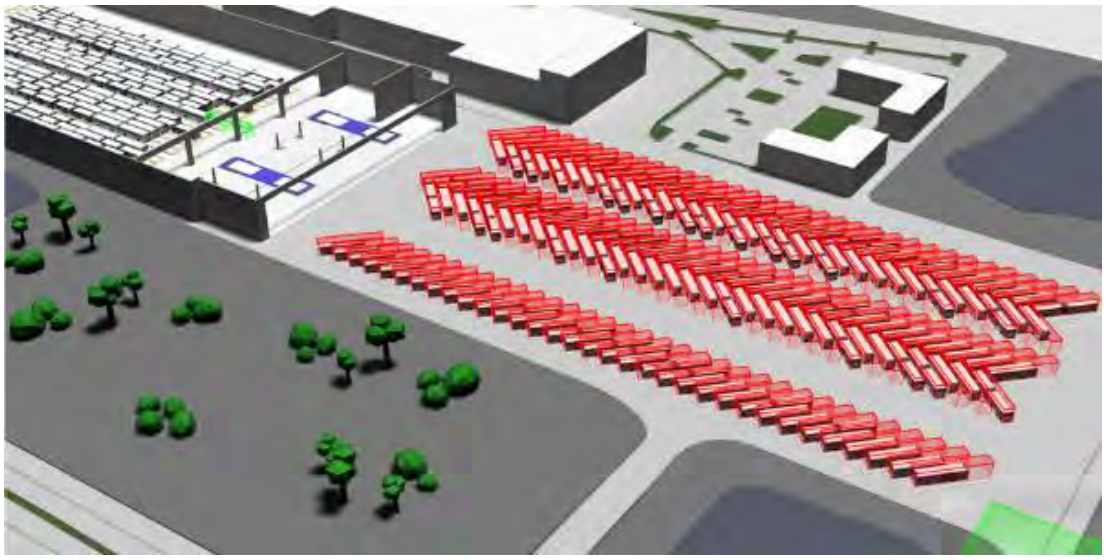

Figure 54 - Ubisense Digital Twin

A 2D, browser-based map provides real-time visibility to each vehicle location within the depot. Users can quickly switch between garages for multi-site support.

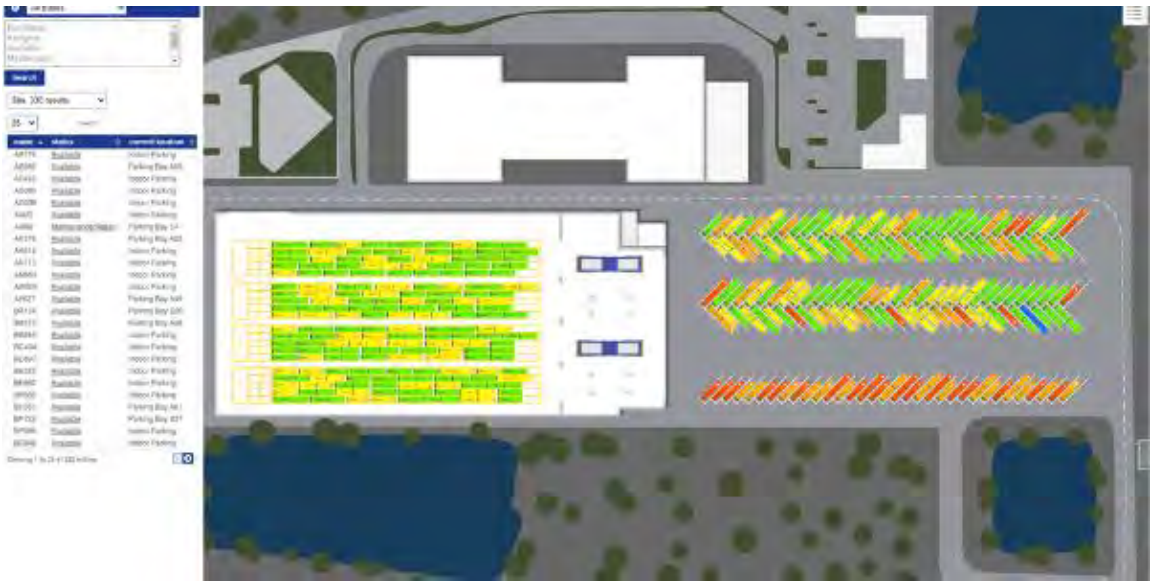

Figure 55 - Browser Based Web Map

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Ubisense location rules apply snap to space parking support to ensure the map is clear and stable for the users to view. Location rules can identify the orientation of the parked vehicle, accurately reflecting its physical orientation on the map.

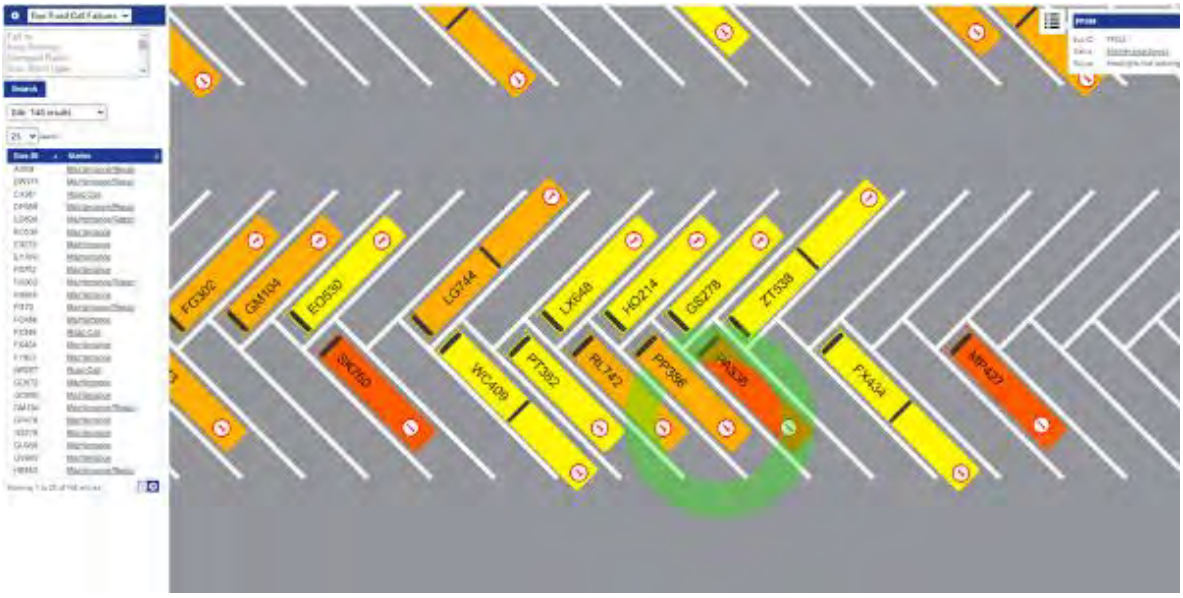

Figure 56 - Ubisense Web Map - Vehicle Selection

Specific vehicles which match the search criteria are shown in the summary panel on the left. Selecting a bus from this list will automatically take the user to the vehicle location on the web map. Users can specify any attribute in the system as a search criteria to find a specific subset of vehicles.



Figure 57 - Web Map Search Results

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When users select a vehicle on the map, all pertinent vehicle data is shown in the details window. What is shown in the detail windows can be configured by search and role, showing only the relevant information to users or searches.

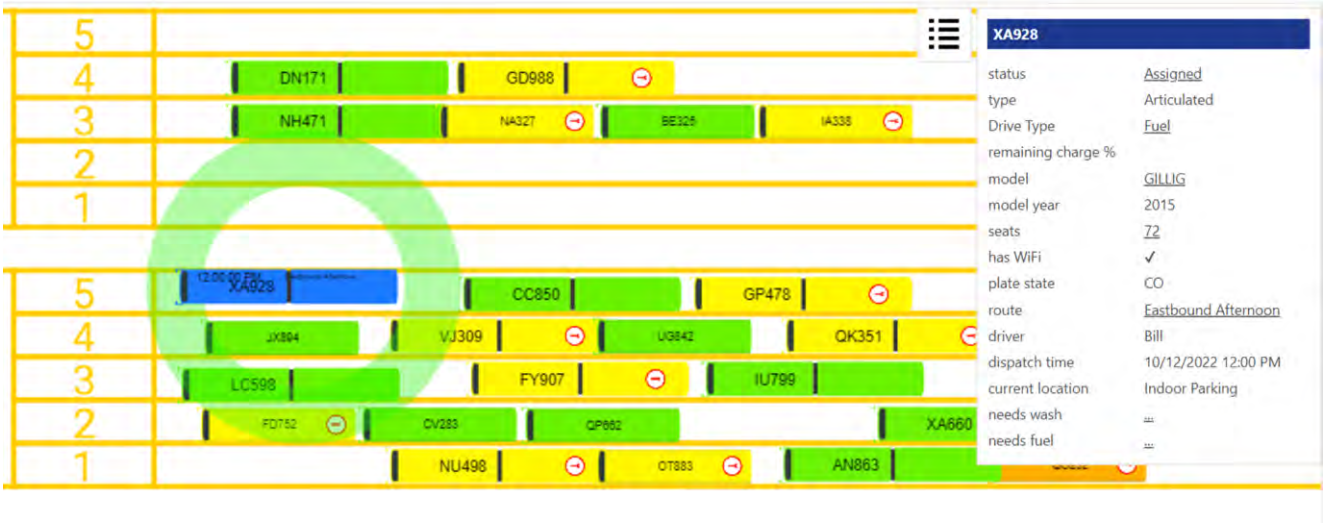
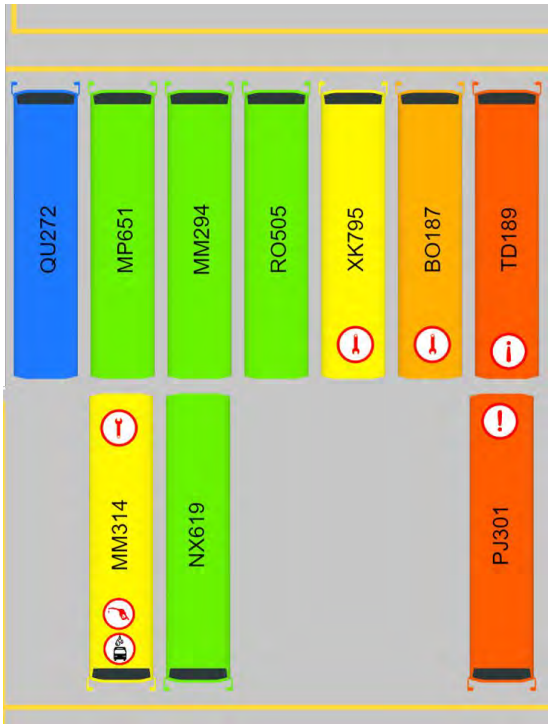


Figure 58 - Web Map Selected Vehicle Details Window

Each user role and search configuration is capable of different color schemes to call attention to different vehicle states.

Additional icons can be added to the vehicle to represent different vehicle conditions, such as maintenance repairs, vehicles needing wash, vehicles needing fuel, or EV vehicles with low State of Charge.



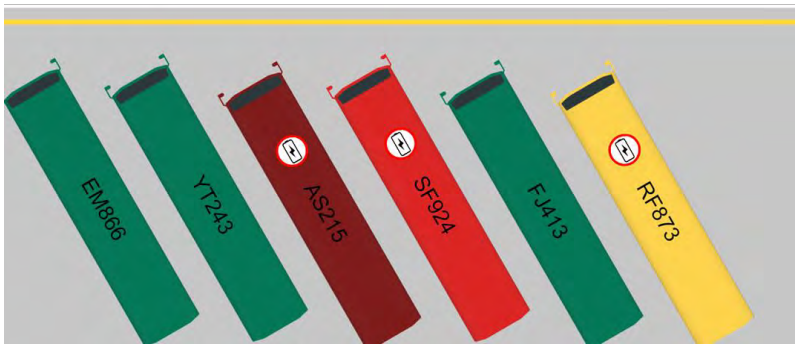


Figure 59 - Colors and Status Icons

In addition to interactive web maps, Ubisense provides simple web forms for data management. These interfaces allow select users to sustain the system by adding new fleet vehicles, managing the home base assignment of fleet vehicles, update vehicle tag association, manage alerting timeouts, etc.

Like the web maps, these forms are browser based and accessible by any connected device with permissions to edit the data.

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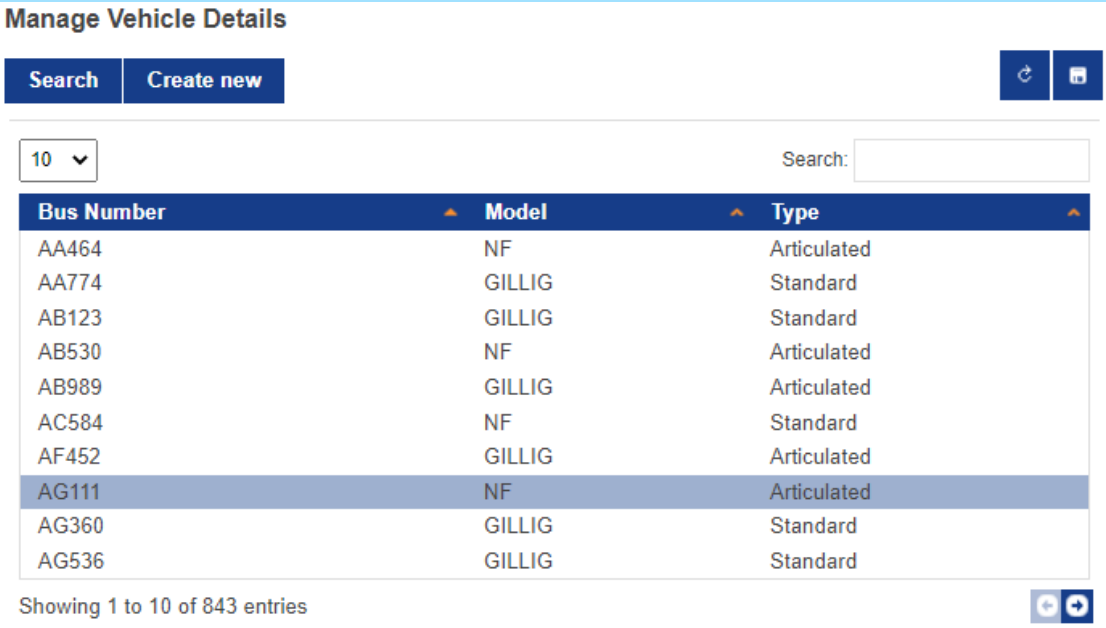

Figure 60 - Example Web Form Summary Table

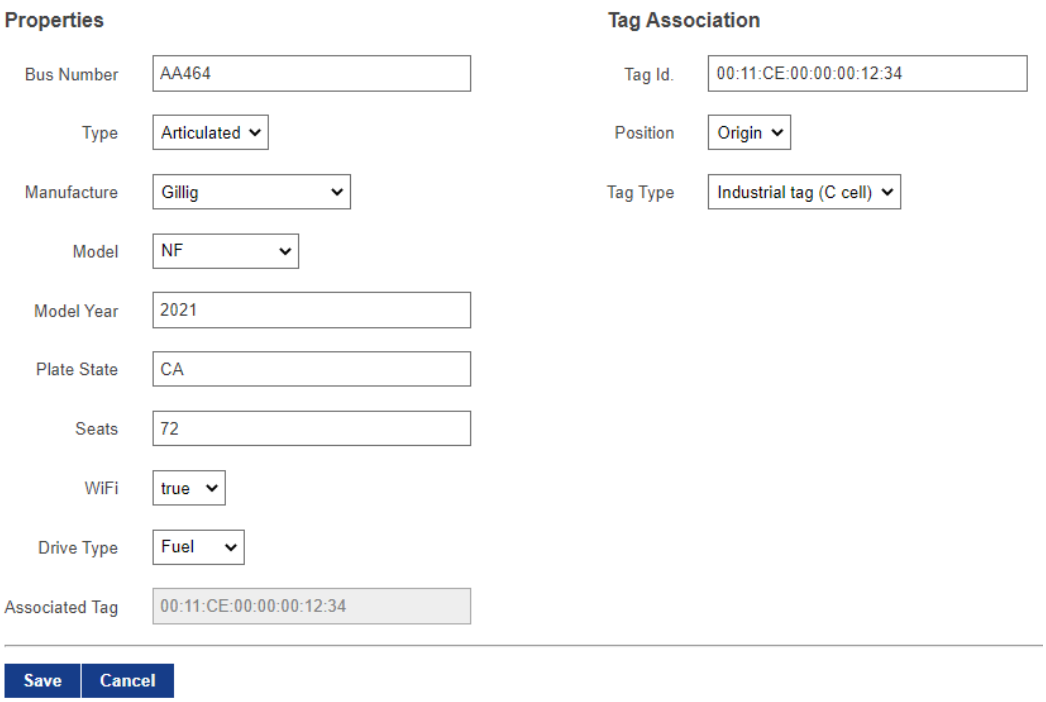

Figure 61 - Example Web Form - Data Management

External Systems

Ubisense has partnered with Avail and will interface with the **Avail** software solution to pull in the necessary vehicle details to support the requirements specified by MBL.

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8.2 Ubisense Dimension4 UWB and RTK GPS Transit Tag

Ubisense has selected the following hardware for the MBL installation based on 10+ years in the Transit Yard Management Industry.

The Ubisense UWB/RTK-GPS tag has been selected due to its ability to provide real time sub meter accuracy **anywhere** at the depot, both indoors and outdoors.



Figure 62 – Ubisense UWB/RTKGPS Transit Tag

The Ubisense Transit Tag incorporates an RTK-GPS unit for centimeter-level positioning. It receives RTK-GPS satellite signals and local correctional signals from a local RTK-GPS base unit and is capable of positioning within 10cm. When a GPS position is successfully found, it relays the location back to the Ubisense location system using the 2.4GHz radio.

Ubisense tags are installed on the roof of the vehicle near the front. Tags are mounted to the exterior of the vehicle and in a location unobstructed by other equipment on the roof. The tags are fully weatherproof and designed to last 10+ years in constant exposure to harsh outdoor elements.



Figure 63 - Approximate Tag Mounting Location

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8.2.1 Outdoor Tracking

Ubisense deploys a local sensor system to receive the signals from the vehicle tags. A local base station is installed at each garage which broadcasts a local correction stream for the tags. When outdoors, the Ubisense tags receive the GPS signal and the correction stream and sends its location back to the Ubisense sensors.

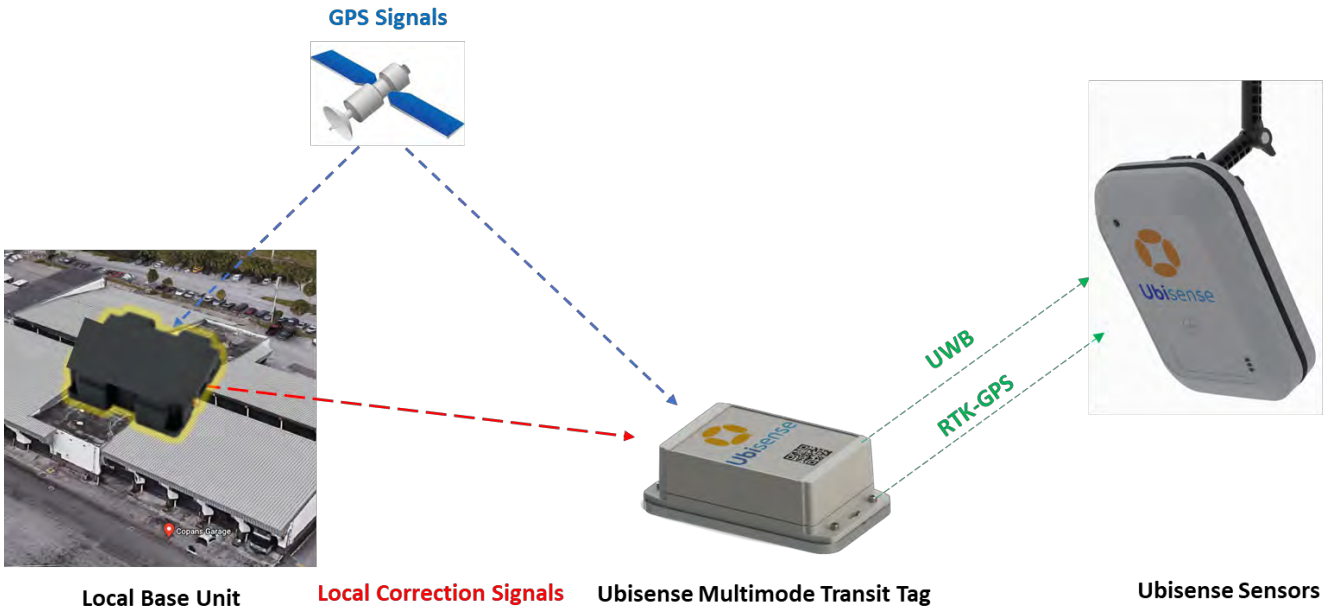

Figure 64 - Ubisense Solution Diagram - RTK GPS

Below is an example of the accuracy produced by the Ubisense Transit tag. Here you can see the vehicle move between each parking space in an outdoor lot and the reflected path within the system. This level of accuracy will ensure that the outdoor positions of the vehicles within the depot are always accurate down to the individual parking spot.



Figure 65 – Ubisense RTK GPS Tracking Accuracy

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8.2.2 Indoor Tracking

Indoors, UWB sensors will be deployed in the maintenance bays, wash bays, and other locations to provide real time vehicle identification. Ubisense UWB sensors are deployed in an array around the coverage area and work together to receive the UWB signal from the tag and determine the vehicle location. Ubisense UWB provides a sub meter location 99% of the time ensuring that each vehicle is located in its respective bays.

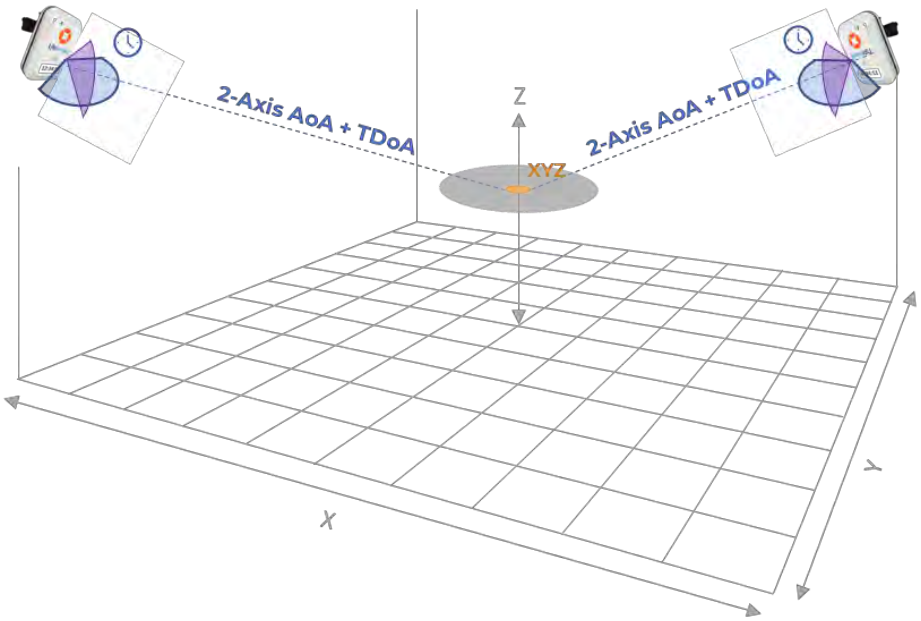

Figure 66 - Ubisense UWB Sensor Data

8.3 System Architecture

Ubisense Transit Management Solutions are comprised of location hardware for the vehicles, sensing infrastructure for the divisions, and application software to deliver the functional requirements specified by MONTEBELLO BUS LINES.

Each vehicle is fitted with a Ubisense tag so that it can be identified in any depot which has Ubisense sensing infrastructure installed. Ubisense sensors are networked POE devices and connected to the local network at each division. Location network traffic is forwarded to the application server for consumption by the SmartSpace software application.

Ubisense SmartSpace application is hosted on a server and provides all application functionality, integration services, user interfaces, and historical data logging. All user interfaces can be accessed by any browser-based device with connectivity to the network, access to the user interfaces are controlled through the Users and Roles configuration.

A more detailed explanation of the hardware and software architecture can be found in Section 6.2 and 6.3

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8.4 Integration Overview

The Ubisense SmartSpace platform is an open platform that supports flexible integration into an existing ecosystem of business systems. In the case of MBL, integration with other business systems allows for enhanced yard management application functionality, joining accurate location data with context relevant business data, workflows, and management policies. The beauty of SmartSpace is that the configuration deployed today can be easily modified and extended in the future, allowing Montebello Bus Lines to gain incrementally more value out of existing data and their investment in a system like SmartSpace, all through configuration.

To populate the SmartSpace Yard Management data model, Ubisense integrates SmartSpace with Avail system.

8.4.1 Avail Technologies Inc. (Preferred Partner of Ubisense) Integration

Avail Technologies Inc. has designated Ubisense as **Preferred Partner,** allowing for the ability to offer seamless integration with an already established working relationship. Through the life of this implementation, due to the partnership, there is potential for further enhancements beyond the currently stated features to be offered in the future.
Ubisense SmartSpace will interface with the Avail's API endpoint using http calls and JSON packets to receive at a minimum**:**

- Availability status.
- Operator assignment and run.
- Maintenance status and holds.
- Vehicle Cleaning Status, Disinfected and ready for revenue.

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8.5 Coverage Areas

For each garage, the images below show the areas covered by the systems, the location technology and any areas excluded from coverage.

8.5.1 Base Coverage

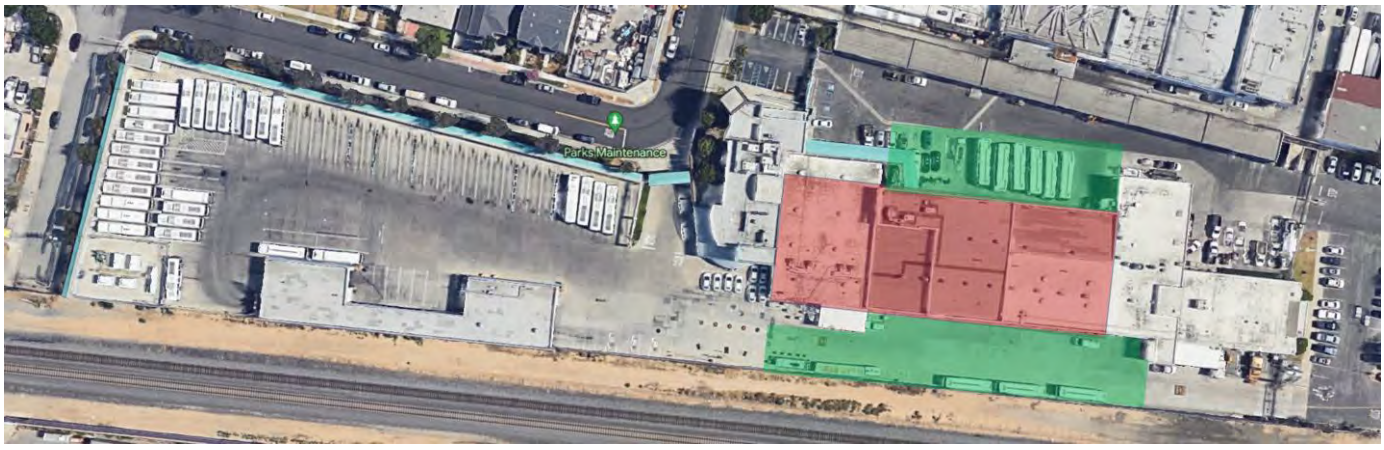
Outdoor RTK-GPS:
Indoor UWB:



8.5.2 Add-on (Optional)

Outdoor RTK-GPS:
Indoor UWB:

Maintenance Area and Outdoor Parking



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9 MBL Transit Management Solution Requirements

Requirements from RFP 23-8 - Yard Management System

Yard Management System (YMS)

1. The Yard Management System shall maintain a MBL yard plan showing the current vehicle locations, IDs, availability status, and assignments by operator and run; and provide for vehicle status updates by the Maintenance Department. The yard plan and vehicle status shall be available to the Dispatch Center console and to selected pre-existing Maintenance Department workstations. Other requirements, capabilities, or features of the Yard Management System shall include but not limited to:

    1) Display MBL yard plan in graphical format matching the actual layout of the yard.

    Yes, SmartSpace provides an easy to use interface with a 2D, browser-based map which matches the physical layout of the yard and displays the real-time position for each vehicle location within the yard. SmartSpace UIs can be viewed on any connected device such as a phone or tablet. The UI allows for graphically rich layouts and vehicle icons. Vehicle icons can display various representation based on model, color codes based on status, labels for vehicle ID or pullout time, and decorations indicating error conditions or maintenance requests, among other things.

    2) Automatically record movements of a vehicle in, out of, and within the yard.

    Yes, Ubisense Dimension4 sensors coupled with the Ubisense SmartSpace software, record real-time locations of vehicles entering the yard, exiting the yard, and anywhere at any time within the yard. The Dimension4 sensor system provides centimeter level accuracy and continuously track in real-time the locations of vehicles without any interaction required from the user.

    Location data is stored in a SQL database for historical use can used to generate the 'Location History' report which presents a snail trail of the vehicles movement and dwell times at each stop point. Historical data is available for use in external systems as well, such as PowerBi.

2. Provide vehicle status such as:
    • Holding vehicles for maintenance
    • Vehicle being cleaned and disinfected
    • Vehicle disinfected and ready for revenue service etc.

    Yes, SmartSpace provides, via its browser-based map the ability to display details about a specific vehicle, like the current status of a vehicle, automatically detected based on the vehicle location, such as ongoing cleaning and disinfection, as well as any information that can be pulled from the CAD/AVL system. The 2D browser-based map allows for vehicles to be filtered, searched, or tracked using any attribute associated with a vehicle, such as a vehicle name, ID, status, type of vehicle (such as electric, hybrid, gas), current location, etc...

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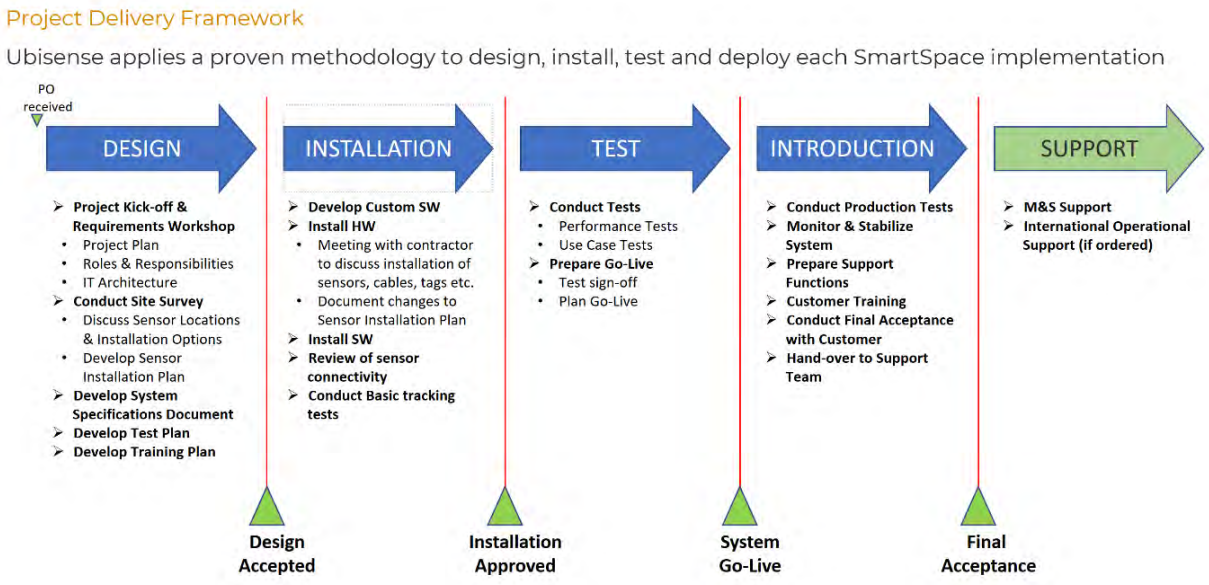
11 The Understanding of Work and Project Approach

11.1 Project Delivery Methodology

The Ubisense project methodology spans the delivery project lifecycle – from project kick-off through to project end-of-life (retirement) – and outlines the key (mandatory) activities, deliverables, and milestones that shall be achieved for each RTLS delivery. This framework seeks to align all members of the project team by clearly defining goals and accountability across the various project phases and required activities.



Ubisense will provide the following service deliverables, following our proven methodology for design, install, test, and deployment of SmartSpace RTLS solutions:

Project Phases:

- Detailed Design Phase
- Installation and Implementation Phase
- Integration Testing Phase
- Training, Introduction and Stabilization Phase
- Final Acceptance

Project Management by Ubisense is provided across all phases.

11.2 Detailed Design Phase

The detailed design phase is a critical phase to define and agree the complete infrastructure, software configuration and roll-out plan for the solution. This phase starts with a project kickoff meeting and comprises a series of workshops conducted **with all key stakeholders** with both Ubisense and the customer.

The design workshops allow the customer to provide direct feedback on the look, feel, and behavior of the software configuration, color schemes, and other interfaces.

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All results are documented in a comprehensive Detailed Design Document that Ubisense creates and the customer reviews and accepts. The following list describes the most important tasks and deliverables:

- Define project organization, roles and responsibilities
- Review project scope and areas to be covered by SmartSpace as defined in this proposal
- Conduct a detailed site survey to define the precise location, orientation and mounting approach for each sensor, which results in the Detailed Sensor Installation Plan (PDF document)
- Agree the tag attachment location for assets to be tracked, detailing the assumptions described in this proposal
- Agree the server, client and network architecture for operating the SmartSpace solution
- Review and detail the use cases that will be supported by the SmartSpace solution
- Specify the necessary data model and configuration of the SmartSpace solution in order to meet the use cases. Items to be specified depend on the use cases and the SmartSpace modules included in this proposal. Examples are: object types and properties, representations, map layout, rules, areas, filters, searches, reports, user model
- Specify any interfaces between SmartSpace and customer IT systems as far as such interfaces are included in this proposal. The specification comprises definition of protocols and data to be exchanged between the systems
- Define any customer specific extensions to SmartSpace products as far as such extensions are included in this proposal
- A System Specification Document describing the details of the use case and the necessary Smart Space configuration, as well as the integration with Customer's IT systems. The basic assumptions outlined in section "Project Scope" will be the basis of the System Specification Document, any fundamental changes will be treated as change a request.
- Definition of test procedure and acceptance criteria
- Create a test specification including the definition of acceptance criteria, detailing the assumptions of this proposal.
- Create a training plan
- Review and detail project schedule, defining a phased approach, if necessary
- Support the customer's creation of an operations and support model, including any necessary changes to work processes, fallback procedures, etc.

The detailed design session may take place over multiple on-site visits, comprising of a site survey to determine hardware locations and a joint design workshop with Customer to agree on the application configuration.

Ubisense consultants prepare, moderate and document the necessary workshops and reviews. The phase is completed by the **milestone "Detailed Design accepted"**.

11.3 Implementation And Testing

11.3.1 Software Installation and Configuration:

- Install agreed Ubisense SW products on servers and client computers
- Apply the SmartSpace configurations as agreed in the Detailed Design Document (Examples: create data model, representations, map layout, rules, areas, zones, filters, searches, HMIs and reports; load facility CAD plans; create user model)

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- Configure SmartSpace interfaces to customer IT systems as agreed in the Detailed Design Document
- Minor on-site changes to the Ubisense SmartSpace configuration, as agreed in the System Specification Document, in the event of required configuration changes or changes to Customer systems.
- Develop and apply customer specific SmartSpace extensions as agreed in the Detailed Design Document
- Perform functional tests of the applied SmartSpace configuration and extensions

11.3.2 RTLS Hardware Installation:

- Train the customer or their contractor on mounting, orientating and cabling Ubisense sensors, following the Detailed Sensor Installation Plan; assist with any questions concerning the sensor installation
- Remote check of correct network connection and timing distribution of sensors, after sensors have been mounted and cabled (network + timing) by Sub-Contractor. Confirmation of the complete and correct connections of all sensors to the Ubisense platform incl. a correct timing distribution is a prerequisite for Ubisense' on site visit to complete implementation and testing
- Configure the sensor infrastructure (sensors, sensor groups, timing tree, network parameters) in SmartSpace
- After completion of sensor mounting and cabling by the customer, check sensor positions and orientation, survey sensor positions using a Total Station, calibrate and test sensors
- Validate tracking quality in the areas to be covered as defined in the Detailed Design Document. If necessary optimize sensor positions and orientation together with the customer
- On-site check of mounting and orientation of new sensors, surveying, calibration, configuration and tracking test of new sensors and cells

The Installation and Implementation Phase is completed by the **milestone "System installation completed"**.

11.4 Integration Testing Phase

Reliability testing is critical to ensure the application is working optimally and can be used as defined in the Detailed Design Document. Ubisense and the customer will jointly test the correctness and reliability of the solution. This comprises:

- Joint testing of the end-end SmartSpace solution and IT interfaces, following use cases and test cases defined in the Detailed Design Document
- As far as appropriate for the agreed use cases, statistical reliability testing using proven Ubisense test methodology

The phase will be completed by the **milestone "System released for go live"**.

11.5 Training, Introduction and Stabilization Phase

11.5.1 Training

Ubisense will provide comprehensive training on the use of the SmartSpace application and all of its feature sets. Ubisense utilizes a train the trainer approach and will provide training to key stakeholders, management, and team leads.

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- **End User Training** will be provided with focus on the use of the configurated application functionality for daily users.
- **Power User Training** will be provided to appointed personnel. This training will cover normal operation sustainment such as updating data, adding/removing vehicles, managing the tag associations
- **Admin/Application Owner Training** will be provided to appointed personnel and will cover software and hardware troubleshooting, hardware replacement, server management and ticket reporting, etc.

11.5.2 Introduction and Stabilization

Following the roll-out schedule defined in the Detailed Design Document, the released system will be transferred into production, in phases, as agreed.

The customer is responsible for operating the system in the production environment.

- Remote check of applied changes and system performance for minimum 2 full weeks, incl. regular status calls with Customer and documentation of any issues or identified change requests
- Remote review of installation performance, adjustment of any configuration, which may be necessary to address issues identified during the remote check, including re-testing changed configuration
- One additional on-site visit (one week) to address any stabilization issues and apply final adaptions
- At the end of the stabilization phase the system will be accepted by Customer, assuming there are no open issues which have a severe impact on operations.

11.6 Project Management

The allocation of a Project Manager (PM) to act as the single point of contact (POC) for the customer concerning all aspects of their transformation to utilizing SmartSpace is a best practice Ubisense follows. For large installations, a full-time PM will be allocated. For smaller scale installations, a PM may be assigned part-time. The PM is responsible for the coordination of all activities and deliverables to be completed to fulfil the customer's business requirements, including the management of the overall project schedule, risk and issue management, and all communications – internally and with the customer - regarding the project's progress. The PM is also responsible for tracking and controlling the project's costs and forecasting revenue generation. During a project, the following deliverables will be the responsibility of the Project Manager.

11.7 System Verification and Testing Process

11.7.1 Acceptance testing and acceptance criteria for the Dimension4 location tracking system

Within the project phase "Integration Testing" the reliability of the Dimension4 location tracking system will be tested on top of the basic tracking validation tests already done during the project phase "Installation and Implementation". The latter validate the correctness of the sensor configuration, survey and calibration, whereas the tests, which are described in the following, prove, if the reliability and robustness of the location tracking system is sufficient for the agreed use cases.

- For the complete area to be covered by Ubisense Dimension4 sensors (defined within the Detailed Design Document) Ubisense tags, either mounted to assets which shall be tracked, or – in case those

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assets are not available or cannot be moved around thru the whole area – placed manually in suitable locations, will be brought to every single space, which is relevant for the application. These spaces are called “spaces of interest” hereafter. Examples for such spaces are assembly lines, assembly stations, rework bays, parking lots, test stations, etc.

- The sequence of the spaces of interest, tags / assets are brought to, will be determined in a test script upfront and shall cover both scenarios, (i) a sequence which is as close as possible to the sequence assets would be expected to travel thru the covered area in reality, (ii) a random sequence. By defining the sequence upfront, the tests will be reproduceable.
- Each space of interest shall be visited at least twice, spaces of interest, which are rated as especially difficult or especially important, will be visited more than twice.
- Spaces of interest are grouped upfront into so-called “space groups”, where any space group defines an area of mostly contiguous spaces of interest, which have the same role within a certain use case. Example: parking lots within the same row, assembly stations within the same line, test stations parallel to each other, repair bays within the same process area. Those groups are used to define suitable acceptance criteria (rf. below).
- For each space of interest, the Dimension4 location data will be logged automatically and compared to the reality, i.e. to the real location of the tag within every space of interest, which is documented during the tests.
- Dimension4 location data logs will be automatically analyzed concerning certain quality metrics, defined in the following.

Acceptance criteria for passing the tests are:

- For each space of interest, a sighting rate (ratio of tag signals to actually generated tag positions) of min. 90% is achieved, the average number of sensors per tag event is min. 2 (except for single ident sensors). Those 2 criteria are based on Ubisense experience and are suitable as a reliable measure for the robustness of the deployed tracking infrastructure and the headroom it provides.
- Positions are correct for min. 98% of the positions generated for a space group and for min. 95% for every single space of interest within the space group
- A position is asserted to be “correct”, if the deviation between the real tag position and the position created by Dimension4 is not bigger than the max. error, which can be tolerated for the agreed use case. Example: For asserting cars to parking lots the max. tolerable error may be 1.5m or 2m, for asserting a tool to a certain part of a car the max. tolerable error may be 1m, for asserting cars to a certain part of the factory, the tolerable error may be as big as 10m. During the Detailed Design Phase, the customer and Ubisense will mutually agree the max. tolerable errors per space group, the aforementioned examples are used as a guideline for this.
- In order to mark a test as passed, although some of the agreed acceptance criteria are not met, a detailed case by case analysis and a compelling reasoning is requested, why this is not a problem for the use case. Example: It may be o.k., if for certain spaces of interest the sighting rate or average number of sensors per tag event is lower than requested, if this space is right at the edge of the covered area and in spite of less sensors seeing the tag the generated positions are always correct and robust.

Conclusion from Dimension4 tracking acceptance tests for the reliability of the Smart Space application:

Smart Space puts an additional layer of logic and consistency checks on top of the raw tag locations being generated by Dimension4. Examples are location rules, which require a certain amount of consistent tag locations to actually assert an asset to a certain space of interest (like a parking bay), or location rules, which

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ensure that at any given point of time only max. 1 asset can be asserted to a certain space of interest. These rules can be expected to amend the reliability of the overall application for the agreed use cases. Therefore, the robustness and correctness of asset locations within Smart Space can be expected to be as least as good as the underlying Dimension4 tracking system, usually better. However, it is important to ensure that the Dimension4 tracking system itself reaches a defined level of correctness and robustness and to make this measurable. For this purpose the tests described above have been designed and it is important that they are executed.

Acceptance testing and acceptance criteria for the Smart Space application

Within the project phase “Detailed Design” the acceptance tests for the Smart Space application will be defined in detail. The tests will follow the agreed use cases and will be defined from a user perspective. The tests will be defined and executed for all relevant parts of the application, like searches, reports, alarms, triggered events and any data exchange with customer IT systems, Smart Space will be integrated with within this project.
The following statements act as guideline for the tests to be defined:

- For every configured entity of the Smart Space application, the user interacts with, one or more tests shall be defined. Such entities to test are every single search, report, alarm, change of representation, as well as any triggers, which result in sending data to customer IT systems or receiving data from those systems.
- If appropriate, different sets of data, the tests are based on, shall be defined. Example: One combination of data, where a user action (like a search) results in a positive result and one combination of data, the action fails (like a search with an empty result set).
- For every test case, the expected result must be defined, as well – if relevant – the accepted maximum and average response time of the system.
- Realistic data for the test cases have to be provided by the customer. Tests will be executed jointly by Ubisense and the customer.
- For those parts of the system, which are flagged as especially critical concerning performance (like exchange of data with customer IT systems), stress tests shall be defined, which simulate a system load 20% greater than the maximum expected real load.
- There will be a special stress test for the server load, which will use additional high-update rate tags and simulated movements of those tags, which will simulate a load 20% greater than the maximum expected real load and will measure CPU and disk latency on the server, which is a provision by the customer. The customer has to provide personnel for this test, which grants Ubisense access to the agreed measures to be logged and monitored on the server. Details will be mutually agreed during the Detailed Design phase.

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12 Operational Support & Incident Management

As part of the proposed Solution as a Service offering, Ubisense includes both software maintenance and operational support in the yearly fee. This offering provides MBS with ongoing software support by receiving all major and minor updates to the software platform, ability to report bugs and receive software patches, and ensure the software is compliant with latest updates and patches to the operating system.

Solution as a Service extends the standard 12month hardware warranty and provides 100% warranty coverage for all sensors TDUs and tags for as long as the contract is active. If a hardware component fails for any reason, it will be replaced at no charge. In addition, the Solution as a Service model includes bi-annual onsite system health checks where physical hardware is inspected and the application performance is validated to ensure the location system is functioning as expected.

The Solution as a Service also provides operational support for the application with access to the 24/7 support portal for any system issues or errors detected in the system. Users are able to submit tickets to the Ubisense support team for resolution or workarounds. The base SLAs are represented **under the green column** are **included** in this price proposal.

Ubisense Operational Support is the offering designed to ensure qualified resources are available to address any issues that impact the smooth operation of the system. This offering include service levels for Response and Resolution of problems submitted through the Ubisense Incident Management system. The mechanism for invoking Operational Support is to provide a ticket to the Incident Management system that records, alerts and tracks the progression of meeting the contractual service levels for response and resolution to the problem submitted. These service levels are defined in Figure 67 - Ubisense SLA Options.

Ubisense Software Maintenance is the service used to ensure that the SmartSpace software is continually kept up to date with respect to bug fixes, security patches and software releases. These updates are typically made available on a regular, rolling schedule unless there is an update that requires an immediate fix in which case will be provided as soon as it is available. If the software is purchased as a Subscription, the software maintenance is included in the Subscription fee.

1. Software as a Subscription model whereby the hardware is purchased as a one-time Capex and the deployment services are billed against completion milestones, but the software is purchased on a Subscription basis through a fixed, yearly fee. In this model, all software updates are included in the Subscription price.

2. Solution as a Service model whereby hardware, software and services are rolled into a Subscription fee. This provides a fixed yearly fee that includes all aspects of the solution. In this model, all software updates are included in the Subscription price. In this specific offering for MBL, the Operational Support is also included in the Solution as a Service subscription model.

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Figure 67 - Ubisense SLA Options

The definitions of Priorities are as follows:

1. **PRIORITY A Incident:** The system is down or is crashing and product use of the system is not possible. Operation cannot be restored without eliminating the actual cause of the problem.
2. **PRIORITY B Incident:** Severely impeded system functionality and only limited use of the system is possible. Restoring functionality is possible without eliminating the actual cause of the problem (work-around).
3. **PRIORITY C Incident:** The system is functional despite the reported issue but individual functions are not available. Problem causes minimal use restrictions.
4. **PRIORITY D Incident:** The system is functional with essentially no functional restrictions despite the reported issue. The system documentation is flawed and must be addressed or there are user training deficiencies.

Cloud Managed Services

There are two primary categories of Managed Services that define the responsibilities of ensuring the application operating environment is maintained and healthy. First, is the Infrastructure portion that provides the necessary IT environment for the application to operate properly. The Infrastructure can be on-premise and typically is the responsibility of the customer's IT department. The Infrastructure can also be delivered through a public cloud services provider like AWS or Azure.

The additional category is the application itself. The roles and responsibilities of application management is dependent on whether it is run in the public cloud, on premise and whether or not there is remote access to the operating environment. The care and feeding of the application environment is of most interest within the scope of Managed Services because the stability of the application from a production perspective is the most obvious KPI to the end customer – typically Operations.

In terms of roles and responsibilities for managing the IT and Application environment from these two perspectives, please refer to the following diagrams:

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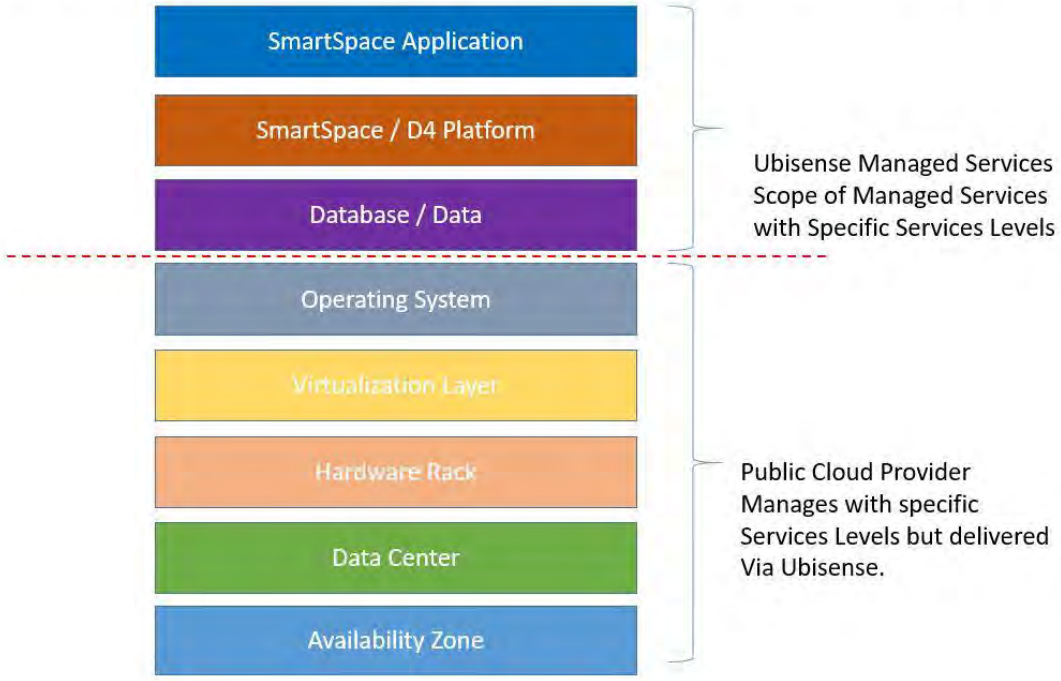
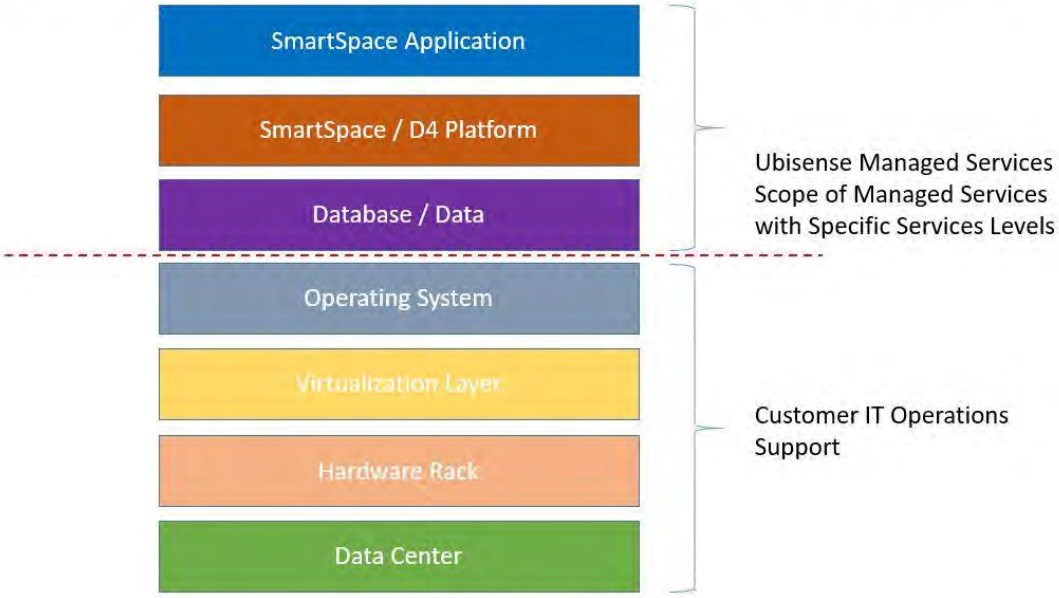
Managed Services Responsibilities when deployed on a Public Cloud with Remote Access



Managed Services Responsibilities when deployed on Customer Server with Remote Access



Managed Services Elements

There are three components to Managed Services that include:

1. System Monitoring
2. Proactive Maintenance
3. Problem Support

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System Monitoring is a proactive method of measuring the health of a system against acceptable operating parameters. System Monitoring allows the Services team to view trends and identify potential problems before they cause unexpected downtime. System Monitoring includes items such as:

- CPU Utilization
- Memory Utilization
- Network Utilization
- Disk Space Utilization and latency
- Rate of database transactions and latency
- Rate and latency of Ubisense SmartSpace transactions, split into location system components and application logic components
- Downtime of any Ubisense location system components (Sensors, Schemas, etc).
- Application or System error logs
- Security issues
- System trends

For applications, Ubisense manages on a public cloud, the whole monitoring stack is available, for solutions, where the customer provides the infrastructure on-premise, monitoring by Ubisense is limited to the application components being delivered by Ubisense. System Monitoring is done by using the Ubisense SmartSpace Health Monitoring module.

Proactive Maintenance includes making adjustments to the infrastructure or application in order to prevent or reduce the opportunity of a future downtime or security related event. In many cases, these maintenance items will have to be accomplished in the previously agreed to maintenance windows that involve scheduled and approved downtime. However, there may be instances where a maintenance item is critical in nature and may have to be scheduled outside the normal maintenance window and agreed to with the customer in advance. In any event, the following example list represents proactive maintenance items:

- Adjusting VM parameters for system performance or tuning reasons
- Applying O/S patches or upgrades
- Applying applications patches
- Applying security related patches
- Upgrading the application software to a new version
- Adjusting the application configuration to accommodate changes in transaction volume, number of objects, etc.

Proactive Maintenance may be based on the outcome of the System Monitoring (e.g. defined thresholds have been reached for monitored components) or may be based on general technical progress of the whole solution stack, like O/S or security patches or the availability of new SmartSpace releases.

Incident Management is the process by which customers submit issues into the ticketing system for Response and Resolution. Response Time is a Service Level that determines the contractual obliged threshold for providing a response to a problem submitted via the ticketing system. Resolution Time is a contractual obliged Service Level for resolving the issue submitted in the problem ticket.

The following table summarizes the Service Level offerings against the specific attributes of the deployment (e.g. cloud versus on-premise):

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Category	Feature	Managed Service Level									
		Standard					Mission Critical				
		On Premise Customer Architecture		On Premise Ubisense Reference Architecture		Cloud	On Premise Customer Architecture		On Premise Ubisense Reference Architecture		Cloud
		Without Remote Access	With Remote Access	Without Remote Access	With Remote Access		Without Remote Access	With Remote Access	Without Remote Access	With Remote Access	
Hosting	Application as a Service					•					•
	Test Server						†				•
	Replication Server						†				•
Monitoring	Auto platform monitoring		•		•	•		•		•	•
	Remote platform issue resolution		•		•	•		•		•	•
	Auto application monitoring							•		•	•
	Remote application issue resolution							•		•	•
Support	Solution issue ticketing	•	•	•	•	•	•	•	•	•	•
	Support Coverage										
	1 shift, 5 days	•	•	•	•	•					
	Custom Coverage						•	•	•	•	•
SLA	Standard	Green					Yellow				
	Upgrade	Yellow					Red				

• Included
† Must be provided

Managed Services provide the customer with the options necessary to meet service level expectations of the business. In production critical environments, a higher service level is necessary to provide the proactive and reactive effort to maintain a high level of application availability. Our systems are production proven over many years but this does not preclude an unplanned or unforeseen event causing unscheduled system downtime.

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13 Assumptions and Terms

13.1 Terms

1. This quotation from Ubisense America LLC. is valid for 90 days from submittal.
2. Ubisense invoices to be paid under N30 terms.
3. Software subscription begins at project go live.
4. All prices are in US Dollars and exclude any applicable Sales and Use taxes. Payments due but not paid by Client on the due date thereof shall bear interest at the monthly rate which is the lesser of 1.5% of the amount due per month or 18% per annum.
5. Travel and living expense amount to be invoiced at final acceptance.
6. Purchases of Ubisense software are subject to the Ubisense Product License Agreement (UPLA) or Right to Use License Agreement(RTULA) which is incorporated herein by reference, the terms of which shall take precedence over any customer Purchase Order Terms and Conditions, Order Acknowledgement, or other Client document.
7. Any services not specifically set forth herein will be set forth in a mutually agreed upon Change Order or Statement of Work.
8. In connection with the provision of Services hereunder, Ubisense may deliver, develop, or otherwise provide to or on behalf of Client certain software, materials, works of authorship, data, information, or other content owned by or licensed to, and otherwise proprietary to Ubisense, including, but not limited to, computer software, algorithms, forms, and other proprietary works (collectively, “Ubisense Materials”) and Client acknowledges and agrees that all right, title, and interest in and to all Ubisense Materials (whether or not incorporated into any Deliverables), including all Intellectual Property Rights therein, are and shall remain the exclusive property of Ubisense.
9. UBISENSE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OTHER THAN THAT EXPRESSLY SET FORTH IN THIS AGREEMENT. UBISENSE DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

13.2 Assumptions

- 100-meter maximum length restriction applies between customer supplied PoE switch and Ubisense sensors.
- Customer or appointed contractor will perform all work to mount, align and cable (network plus timing cables) all Ubisense sensors, following the Sensor Installation Plan provided by Ubisense. This includes all necessary auxiliary constructions, active and passive network components.
- Customer or appointed contractor will install Ubisense supplied TDUs in customer supplied electrical cabinets and cable them following the Sensor Installation Plan provided by Ubisense.

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- Customer or appointed contractor to supply and install switches with PoE ports (10 Watt each) for all sensors and TDUs and install them in customer supplied electrical cabinets.
- Customer will perform all necessary network setup and configuration required for the Ubisense sensors to be placed on the network.
- Customer will perform all necessary changes to any systems outside of the Ubisense system, which are identified (within the Detailed Design), as necessary to achieve the agreed performance, integrations, event triggers, etc.
- Customer will provide the necessary personnel to create the System Specification Document together with Ubisense (during the onsite workshops), and to quickly assist Ubisense with any necessary changes to either sensor mounting, cabling or configuration, which become apparent during any Ubisense on site visit.
- Customer will perform all development work required for integration of Ubisense location data to any external systems and/or applications.
- This proposal assumes tag placement to be at highest point(or closest possible) on tank and boom and in a consistent location across all tagged carts.
- ***Integration to the Avail system shall be done through standard Ubisense APIs (RDBMS, REST), this proposal assumes Avail will make available all vehicle attributes needed to support the application requirements.***

14 Customer References

14.1 Metro Transit, Minneapolis, MN United States

Metro Transit is the primary transportation municipality in the twin cities and the largest in the state of Minnesota, servicing an average of 265,000 riders a day across 130 different routes. Operation of the 1500 vehicle fleet spans seven different garages across the metro area. METC first adopted Ubisense solutions in 2008 to provide real time visibility of the vehicle locations throughout each of their garages and maintenance areas. Reliable vehicle locations, lane, and sequence are critical for scheduling and dispatch operations to ensure and on time pull-out for each route.

Having a reliable, up to date markup of the vehicle positions throughout the garages is critical to maintain on time dispatch performance and manage route rebalancing. METC sought out a solution to replace the manual markup process of identify vehicle locations throughout each garage and maintenance area. These manual markups occurred multiple times a day and take hours to complete while immediately becoming out of date by the time they were completed.

Ubisense applications are proven to work in difficult environments and extreme conditions with hardware surviving daily exposure to Minnesota's extreme cold and hot weather for years and years without issue, ensuring reliable tracking each and every time a vehicle returns to the garage.

Integration with both dispatch and maintenance systems provides users with a comprehensive view of each vehicles assignment status, route allocation, open maintenance requests or holds, as well as identifying the expected home garage for each vehicle.

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The Ubisense hardware is also installed at numerous entry points and transit centers, providing automated gate control and access only to vehicles which are allowed to enter the rider pickup zones. Configurable HMIs display the incoming vehicles route information and next departure time.

Ubisense browser-based web maps provide visibility of each vehicle location across the yard. Realtime views are key for dispatch and maintenance teams to adjust and keep operations on scheduled. Role based access allows the system to display individual garage locations to the users, making it easier for local users to focus only on the vehicles at their site.

Integration to the scheduling and maintenance system provides color coded vehicle icons, each representative of key vehicle stats, such as assigned, available, maintenance required, or special needs. Maintenance users see a different color scheme which indicates the different severities of the maintenance tasks for each vehicle, as well as a comments field for users to add messages about the status of the repair.

Access control is provided at security gates and entry points into transit centers, only opening the gate arms for known vehicles in the system, providing automated access for authorized vehicles.

Historical performance metrics are captured at each garage helping assess long term performance of each garage, gathering key KPI data over time and identifying a list of vehicles which have returned to the incorrect garage.

Browsers based HMIs are configured to show riders in the transit center detailed route information when a vehicle is in station ensuring there is no confusion amongst the rider as to the departure time and route.

The large-scale deployment across multiple garages and transit centers across the metro area requires an advanced application capable of scaling across sites without issue. Ubisense products are designed to support large deployments of this nature and have robust hardware products which provide longevity when exposed to the harsh weather seen in the mid-west.

Fleet models and mixes continue to change in evolve as new model, lengths, hybrids, and electric vehicles are introduced to the fleet causing a more and more complicated tracking environment in the garage. Ubisense location systems have continued to provide reliable location data without any additional adjustments to the system.

As a key tool for the successful operations and dispatch of 1500 vehicles, SmartSpace application uptime is a must. Metro Transit has deployed a multi-server Windows environment providing application failover support and a dedicated test environment.

Integrations with the dispatch, maintains and onboard GPS data is done though the standard SmartSpace APIs using both relational database integration and REST APIs.

Historical logging is captured to further understand the duration of maintain tasks, monitor dispatch KPIs, and identify any vehicle which has returned to an unexpected garage.

Ubisense has deployed over 600 Dimension4 sensors across six different garages, covering 200,000 square meters of operations and monitors the fleet of 1500 vehicles, providing highly accurate positions both indoors and outdoors at the depots. In areas where sensors are not installed, vehicle visibility is provided by integrating with the vehicles onboard GPS position, providing additional coverage areas where sensing infrastructure would be difficult to install.

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Browser based maps provide the live location of all vehicles to both dispatch and maintenance users. Integrations with dispatching and maintenance systems show color-coded represents for each vehicle giving the users a clear view to the status, assignment, and maintenance holds.

Ubisense also has direct integration with gate controllers providing secure access for vehicles picking up passengers and entering passenger transit centers, such as the Mall of America.

Ubisense has supported Metro Transit in their goals of reducing operational costs by reducing search time required to locate a bus across all garages, automatically logging the location of each bus as soon as it is parked in or around a garage, making it possible for the dispatchers to assign buses to operators without having to manually enter the location of the bus and ensuring the garage layout is always current.

Metro transit has been able to provide highly reliable service to the public by maintain a very successful on time pull out rate for each of the daily dispatch, winning the American Public Transport Association's Outstanding Public System Achievement Award (System of the Year), and being chosen as one of the top 20 Tech Innovations by Mass Transit Magazine in 2020.

The mentioned application has been in production since 2008 and continues to expand in into newly constructed garages, as well as providing access control and on time route displays at transit centers.

Richard.Paulson@metrotransit.org
Office: 612-349-7346

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14.2 RTL Transit.

RTL, Canada

RTL is the 3rd largest transport company in Quebec covering 5 cites of the Longueil agglomeration. RTL manages just under 500 vehicles across two garages and supports over 85 routes within the coverage area. Ubisense has been supporting RTL Yard Management and Operations for over 10 years. In addition to providing a reliable digital markup of fleet in the garage, Ubisense has also implemented automated parking guidance for vehicles returning to the yard, routing vehicles to the correct area or bay within the garage depending on open maintenance requests, available parking, and other factors.

14.3 Brampton Transit.

Brampton Transit, Canada

Brampton Transit provides rapid transit to the greater Brampton and Sandalwood areas in Ontario covering 70 routes. Brampton Transit manages a vehicle fleet of 450 busses across two garages. Ubisense has been providing yard management services for over ten years supporting operations and helping Brampton meet their on time performance goals.

14.4 TPF, Switzerland

TPF, Switzerland

TPF is the main provider of public transport in the Swiss canton of Fribourg. In addition to managing the regional bus network in Freiburg, TPF also covers two urban bus networks. With an overall bus fleet of more than 250 vehicles, TPF are the second largest regional bus network provider in Switzerland. Like every depot management team, the team at TPF need to ensure that buses are scheduled correctly, arriving and departing as planned and on time. In order to ensure customer comfort and safety, a routine cleaning and maintenance program must also be scheduled and maintained.

With the move to a brand-new depot facility across three different buildings in April 2019, TPF have centralized the not-in-service parking of buses along with bus maintenance. TPF had previously done the bus scheduling manually, completely relying on staff experience. With the new site covering an area of 70 000 square meters, incl. underground locations offering only poor to no GPS functionality, the manual process had become too complex and unmanageable.

Keeping track of a dynamic fleet of buses within a large indoor and underground space is a challenge. This was recognized by the management at the TPF bus depot in Switzerland where a Ubisense real-time location system (RTLS) has been installed in conjunction with a web-based depot management system software. This software was specifically developed for TPF to seamlessly work with SmartSpace, Ubisense's modular software platform that uses real-time location and identification data from multiple sources to create mission-critical visibility and control applications.

The TPF depot management team were looking for a reliable and cost-effective RTLS that would improve the daily management of their bus depot.

In order to ensure each route is covered according to the timetable, the arrival and departure times of the buses must be monitored and maintained alerting key personnel to possible timetable deviation. Therefore, the precise location and positioning of each vehicle is critical to ensuring that they can be dispatched according to schedule and in the right order.

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A real-time location ultra-wide-band (UWB) radio system transmitter, known as a Ubisense tag, is attached to each bus. The tag emits small signals which are picked up by the network of Ubisense sensors located around the depot. The real-time location information is displayed within the depot management solution online interface enabling the dispatch as to schedule and process-manage the depot efficiently.

The depot management system in conjunction with the Ubisense RTLS system has provided the perfect solution for the TPF bus depot offering 24/7 visibility of the buses across the depot and making significant efficiency improvements.

- The precise and highly reliable Ubisense technology covers a critical process at TPF enabling an efficient operation of the public transport network. It is the key to TPF's successful operational organization.
- Complete 24/7 visibility of busses across the depot
- Consistently accurate location information allowing buses to be located in their correct lanes and parking spaces both indoors and outside
- Reliable communication with the depot management system alerting it to busses arriving and leaving the bus depot
- Considerable improvements of work-flow optimization within the scheduling application

Mr. Grégoire Ramuz, Head of Sales at TPF: "The real-time location ultra-wide-band (UWB) technology from Ubisense is the key to our operational organization; we couldn't operate our network without this technology. It is the only truly suited technology for indoor and underground depot bus location. I strongly appreciate the competence and expertise of all involved Ubisense staff. Also, the quality of support and installation documentation is excellent. I'm looking forward to working with Ubisense on extending the solution to more of our depots."

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15 Appendix

15.1 Key Contact Information

Commercial Representative
Casey Riva
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530.412.3886

Project Manager
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810.964.4192

Technical Design
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4. Sample Maintenance Plan

1 SUPPORT, WARRANTY, & LICENSE AGREEMENT

THIS SUPPORT WARRANTY & LICENSE AGREEMENT ("Agreement") is made and entered into effective as of ***Date*** (the "Effective Date"), by and between Avail Technologies, Inc., a Pennsylvania corporation located at 1960 Old Gatesburg Road, Suite 200, State College, PA 16803, hereinafter called "AVAIL", and PROPERTY, located at ADDRESS, hereinafter "PROPERTY", collectively referred to as the "PARTIES."

WHEREAS, AVAIL is the owner of the Software (as defined below) which is licensed to PROPERTY under and pursuant to the terms of this Agreement and all referenced Exhibits; and

WHEREAS, PROPERTY, desires to obtain a license to use the Software solely in its business operations on the terms and conditions set forth in this Agreement; and

WHEREAS, AVAIL has licensed to the PROPERTY certain systems as specified in **Section 2** of this document and PROPERTY wishes to have AVAIL perform maintenance services on the software and associated hardware of the licensed systems pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, the PROPERTY and AVAIL, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the PARTIES hereto agree as follows:

1.1 DESCRIPTION AND TERM

1.1.1 SYSTEMS COVERED

The materials covered in this Agreement are the Hardware and Software required for deployment of AVAIL's Enterprise Transit Management Software (ETMS), as set forth in **Section 1.11**.

1.1.2 SITES

ADDRESS

1.1.3 TERM

This Agreement shall commence on the Effective Date and will remain in force until the completion of the Term, unless earlier terminated as set forth in **Section 3.2.** The Term will automatically renew for successive periods of twelve (12) months (each, a "Renewal Term", and the Term and Renewal Term are collectively, the "Term"). Any renewal of term shall be agreed to in writing by the PARTIES at least sixty (60) days prior to the expiration of the current term.

SAMPLE

1.2 DEFINITIONS

1.2.1 DOCUMENTATION

"Documentation" shall mean the documentation to which the Software must conform as set forth in the original Project Contract;

1.2.2 ERROR

"Error" shall mean a material and reproducible failure of the Software to function in conformity with the Documentation.

1.2.3 ADDITIONAL SERVICES

"Additional Services" shall mean any service that is not covered by this Agreement.

1.2.4 HOSTED SUPPORT

"Hosted Support" (as elected under services in **Section 1.13.1**) shall mean AVAIL will house, implement, maintain and backup the customer fixed-end system on AVAIL owned (or leased) equipment for the duration of the term.

1.2.5 ANNIVERSARY

"Anniversary" shall mean the beginning date of the term and the annual occurrence of that date for the duration of the term.

1.2.6 PROJECT CONTRACT

"Contract" shall mean the original Intelligent Transportation System Project Contract entered into between AVAIL and PROPERTY

1.2.7 BUG FIXES

"Bug Fixes" shall mean any corrections or upgrades to the Software as development occurs over time.

1.2.8 PURCHASED FEATURE ENHANCEMENTS

"Purchased Feature Enhancements" shall mean any software features developed beyond the documentation for the original Project Contract when and where this system was purchased by PROPERTY.

1.2.9 NEW FEATURE PURCHASES

"New Feature Purchases" are features above and beyond the scope of the original Project Contract that existed and were not purchased at that time OR new features developed after the completion of the original Project Contract.

SAMPLE

1.3 PROPERTY SUPPORT PLANS

PROPERTY has elected the level of support set forth in **Section 1.13.1**

1.4 AVAIL RESPONSIBILITIES

During the term of this Agreement, AVAIL shall provide the following support measures ("Support Services")

1.4.1 STANDARD LEVEL OF SUPPORT

The Standard Level of Support of which there are two problem resolution standards (See **Section 1.13.1**):

1.4.1.1 GENERAL PROVISION:

A. Telephone hot line access for problem and error reporting and response of diagnostic services;

B. Ability to initiate support requests via e-mail to support@Availtec.com; and

C. Ability to initiate support requests via AVAIL Customer Support Portal by visiting https://www.availtecportal.com.

D. AVAIL shall staff their Call Center during regular business hours see **Section 1.13.1**. In case of a support call, AVAIL will want to collect the pertinent information as soon as practical. In the event that AVAIL cannot answer the initial call, a voicemail service shall be operative as a backup system;

1.4.1.2 ROUTINE CARE

A. AVAIL shall respond to the call as stated in **Section 1.13.1**;

B. The problem will be entered into the AVAIL tracking system, entering the Caller's Name, PROPERTY Location and Contact Phone Number;

C. AVAIL shall keep PROPERTY advised of a plan for resolution of the error as soon as practical; and

D. If the error occurs after AVAIL business hours, the Caller shall still leave a voice message with the same information as listed above.

1.4.1.3 URGENT CARE

A. AVAIL will respond to a call as stated in **Section 1.13.2**;

B. Upon receipt of the call, the Support Team will immediately begin to assess the error and begin the process of resolving the problem. Resolution shall be conveyed to PROPERTY as soon as practical;

C. The error will be entered into the AVAIL tracking system; and

SAMPLE

D. On-site response for requests for remedial support and diagnostic repair services in response to a problem submitted to AVAIL shall be pursuant to **Section 1.13.2** of this Agreement.

1.4.1.4 SYSTEM SELF-DIAGNOSTICS AND SELF-HEALING CAPABILITIES

A. Through the use of the sophisticated Software monitoring system, the system will notify the operations staff of potential system degradation and alerts the on-call staff via message 24 hours / 7 days a week.

B. Through these same techniques, the system has the capability to self-heal processes that have stalled or failed.

1.5 PROPERTY RESPONSIBILITIES

PROPERTY shall give AVAIL, their full cooperation to facilitate proper and prompt performance of the Support Services and any Additional Services that the PARTIES agree. PROPERTY shall provide:

A. A key technical contact that shall be familiar with the System and/or Software to provide adequate information and feedback in order to facilitate problem reporting and resolution;

B. The key technical contact will be aware of the terms and conditions under which AVAIL Systems provides after hours support:

I. Promptly notify AVAIL of any error in the System;

II. Provide sufficient information for AVAIL to effectively diagnose errors including a detailed description of the issue in text format, an explanation of what the user was doing when the issue occurred, any error messages that the system returned, screen shot images of the error, the current status of the system, a determination if the system is functional, and a state retrieval, if requested;

III. Permit AVAIL to take such reasonable steps as AVAIL shall consider necessary to remedy any errors;

IV. Allow AVAIL prompt and reasonable access to:

a. The Software and Intelligent Transit System (ITS) Server through a Virtual Private Network (VPN) in case of primary server hardware failure and access to other 3rd party systems such as the communications network provider.

b. PROPERTY's physical sites, at the locations specified in **Section 1.1.2.**

V. Provide a reasonably safe and secure work environment at the site(s) for AVAIL's authorized personnel performing Support Services and Additional Services on-site.

VI. PROPERTY shall not permit any person other than authorized AVAIL personnel to make corrections or in any way modify the Software. Any work, repair, replacement,

SAMPLE

remedial support, emergency support, or correction necessary will be in violation of this provision shall be considered Additional Services.

1.6 SOFTWARE MAINTENANCE

AVAIL shall notify and make available to the PROPERTY all Purchased Feature Enhancement and Bug Fixes to the software for the current software license. The nature and extent of the elements to be included or covered in any Enhancement, or Bug Fix shall be determined solely by AVAIL.

Purchased Feature Enhancements and Bug Fixes will be made available to the PROPERTY at no additional charge other than the costs for additional hardware, configuration, integration, testing, travel and lodging and per diem, provided they are current in their payment of the fees set forth in Section 4.

In the event the PROPERTY has elected not to pay the Maintenance and Support Fees, they may obtain updates of a Purchased Feature Enhancements and Bug Fixes by paying the aggregate annual Maintenance and Support Fees which would otherwise have been due from the date of discontinued Maintenance and Support Services to the date such Purchased Feature Enhancement or Bug Fixes becomes generally available.

As soon as practical, AVAIL will provide the PROPERTY with information relating to any Software New Features during the term of this Agreement. New Feature Purchase shall be negotiated and agreed to in writing, between the PARTIES, prior to any work beginning on the requested task. All reasonable efforts shall be made by the PROPERTY to provide AVAIL access to the individual Software server through the VPN process. Any New Feature Purchases, Purchased Feature Enhancement and Bug Fixes provided shall be governed by all of the terms and provisions of this Agreement.

Upon notification, the PROPERTY shall have six (6) months from receipt of such notice to authorize AVAIL to deliver the product, provided they are current in their payment for Support, Warranty and License Fees. All New Feature Purchases, Purchased Feature Enhancements, or Bug Fixes provided, shall be considered Software for purposes of this Agreement.

AVAIL agrees to provide to the PROPERTY the elected level of support as defined in Section 1.13.1 for the Software and any subsequent upgrades during the full term of this Agreement (including all renewals) through the Term or any subsequent extension of Maintenance and Support Services; provided that the PROPERTY has paid the applicable Support, Warranty, and License Fees hereunder as and when they become due. AVAIL agrees that its failure to continue to provide such support shall constitute a material breach of this Agreement.

AVAIL agrees to provide to the PROPERTY the Level of Support as stated in Section 1.13.1 for the Software and any subsequent upgrades during the full term of this Agreement (including all renewals) through the end of this Agreement or any subsequent extension; provided that the PROPERTY has paid the applicable Support Fees hereunder as and when they become due. AVAIL agrees that its failure to continue to provide such support shall constitute a material breach of this Agreement.

1.7 MAINTENANCE AND SUPPORT SERVICES

A. The PROPERTY shall pay the Support, Warranty, and License Fees set forth, and the PROPERTY will receive technical support for the Term;

B. Provided the PROPERTY has paid the applicable Support, Warranty, and License Fees, AVAIL shall support the Hardware and Software as set forth in this Agreement;

C. Corrections - For a period of Twelve (12) months following the release of a Purchased Feature Enhancement upgrade, AVAIL will use reasonable efforts to support any previous Release of that Software program. AVAIL shall advise the PROPERTY as soon as practical, of the intention to discontinue support services of any version of AVAIL software currently in use by the PROPERTY. AVAIL shall also maintain this requirement for the subcontractors they use for this Project;

D. AVAIL shall have no obligation to correct problems which are traced to any PROPERTY errors, modifications, enhancements, software or hardware.

E. In the event that AVAIL provides any Additional Services requested by PROPERTY, AVAIL shall invoice for such Additional Services based upon its then-current time and material rates. PROPERTY shall pay all charges for such Additional Services within thirty (30) days from the date of invoice. Charges for Additional Services may include fees for labor, materials, hardware components, shipping, software, documentation, and/or other products or services and associated expenses, including reasonable travel expenses incurred by AVAIL when providing Additional Services at PROPERTY's request.

F. Additional Support, Warranty, and License, which shall follow the completion of this Agreement pursuant to Section 1.1.3, may be extended for an agreed upon timeframe by the PARTIES. The cost will be at AVAIL's then-current standard Support, Warranty, and License Fees for as long as AVAIL offers such support. The intent is to make payment of the applicable fees in advance of each anniversary. If PROPERTY purchases Support, Warranty, and License for any copy of the Software, it must purchase Support, Warranty and License for all licenses of such Software unless PROPERTY has discontinued the use of certain licenses within the Avail Suite of purchased and installed modules.

1.8 TRAVEL EXPENSES

PROPERTY will reimburse AVAIL for any reasonable out-of-pocket expenses deemed appropriate and as approved in writing by PROPERTY's staff assigned to this project, including airfare, travel to and from PROPERTY's site, lodging, meals and shipping, as may be necessary in connection with the duties performed under this Agreement by AVAIL. AVAIL will quote travel expenses and PROPERTY will provide written approval prior to travel commencing. Appropriate expenses shall be limited to those incurred on site visits associated with the performance of this Agreement. AVAIL shall submit requests for reimbursement to PROPERTY. Such requests shall be accompanied by documentation substantiating the expense. Invoices for these expenses shall

be presented to PROPERTY by AVAIL within fifteen (15) days of the end of the month. PROPERTY will pay these charges within thirty (30) days of the date of the invoice.

1.9 Maintenance and Support

A. AVAIL represents to PROPERTY that all services provided hereunder will be performed in a workmanlike manner.

B. This Agreement includes the Software and Hardware listed below for the entire Term. If during the duration of this Agreement, any software or hardware were to become obsolete, AVAIL agrees to work with PROPERTY to provide a replacement device and to ensure its downward compatibility with the rest of the deployed system.

1.10 System Support

AVAIL will provide remote and, if necessary, on-site system support as per **Section 1.10.2(B)**, for the Term specified in this Agreement, for all software initially provided by AVAIL for sustaining the accepted system configuration.

1.10.1 Phone and Remote Diagnostic system Support

AVAIL will provide consultation to PROPERTY's Key Technical Contact to:

A. Facilitate remote troubleshooting and solution implementation;

B. Acquire and review data logs for problem identification via remote access line;

C. Provide problem analysis and possible resolution;

D. PROPERTY must maintain remote access capability for AVAIL to diagnose reported software and systems problems. Remote access will be via a VPN connection;

E. AVAIL can, at PROPERTY's request, assist in arranging for service and support of non-warranted components (i.e. LAN interface to the Communications system and Installation / Removal services). AVAIL will not be responsible for the service call or system repair costs. Such costs will be billed to PROPERTY.

1.10.2 Exceptions

A. If it is determined by AVAIL that a hardware or software problem was not due to an AVAIL installed component, PROPERTY will be responsible for all engineering and technical support, time and material costs. All labor will be charged at AVAIL's prevailing rates;

B. On-site support is not included in the Agreement but is available on a time and material basis. However, AVAIL will provide remote support to PROPERTY without additional charge

SAMPLE

1.11 MAINTENANCE AND SUPPORT COMPONENTS

1.11.1 SOFTWARE LICENSES

Item – Description	Qty
Operations • Communications • Decision Support • Detours • Dispatch • Pullout Management • Special Events • Yard Management • Vehicle Systems (VHM) • Business Intelligence • NTD Reporting	Site
Planning & Scheduling • Build & Deploy • Geographic Tools • GTFS • Public Messages • Scheduling • Transit Planning • Business Intelligence • NTD Reporting	Site
Transit Assets • Asset Condition • Asset Inventory • Facilities • Fleet • Maintenance • Parts • Work Orders • Business Intelligence • NTD Reporting	Site
myAvail RTPI solution – Web, Mobile Web, SMS, iPhone App, Android App, Alerts, Subscription, Public Service Announcements, site license, internet application	Site
DataPoint	Site
myAvail IVR - Lite	Site
Pre-Trip	Site

SAMPLE

Finance Suite • Accounts Payable • Accounts Receivable • Asset Depreciation • Budgeting • Grants • General Ledger • Procurement (Requisitions, Purchase Orders) • Projects • Business Intelligence • NTD Reporting	Site
Human Resources • Employees • Employee Self-Service • Labor Relations • Legal Requirements • Position Control • Recruitment • Training • Business Intelligence • NTD Reporting	Site
Compliance • Claims & Safety • Customer Feedback • Employee Incidents • Facilities Requests • Vehicle Incidents/Road Calls • Business Intelligence • NTD Reporting	Site
Payroll • Attendance • Leave Scheduling • Operator Time • Payroll • Timeclock • Timekeeping • Tax Reporting • Business Intelligence • NTD Reporting	Site

SAMPLE

1.11.2 HOSTING SERVICES & LICENSING

Item – Description	Qty
Hosting Services – Azure cloud-hosting for central system software	Site
Hosting Services – Azure cloud-hosting for VoIP	?

Changes in the fleet composition (quantity of connected devices across fleet, supervisors and other users) of PROPERTY will be assessed as devices/users are added/removed. Connected devices will be evaluated semi-annually as the fleet is expanded by PROPERTY and additional fees may be assessed by AVAIL.

1.11.3 HARDWARE

Products deemed defective will be repaired at no additional cost for parts, material and labor. Products will be replaced, instead of repaired, at AVAIL discretion.

1.11.3.1 COVERED EQUIPMENT

Item – Description	Qty
Vehicle Logic Unit –IVU2 & IVU3	
MDT – 10" display	
CCM	
PA Amplifier	
Sunrise Next Stop Sign	
InfoDev APC System	
Bus-in-a-Box (BIB)	
Maintenance Test Station (MTS)	

1.11.3.2 COMMUNICATIONS

Item – Description	Qty
Tier 1 Cellular Data – AVL Only	
Tier 2 Cellular Data – AVL & VoIP OR Camera Live Look-in, Signs	
Tier 3 Cellular Data – AVL, VoIP & Live Look-in, throttled Public Wi-Fi	
Tier 4 Cellular Data – AVL, VoIP, Live Look-in, Public Wi-Fi	

1. AVAIL is responsible for providing all SIM cards for PROPERTY devices
2. Changes in the fleet composition (quantity of connected devices across fleet, supervisors and other users) of PROPERTY will be assessed as devices/users are added/removed. Connected devices will be evaluated semi-annually as the fleet is expanded by PROPERTY and additional fees may be assessed by AVAIL.

SAMPLE

3. Overages under 25% of the total planned data pool would be covered by AVAIL.
4. Overages over 25% will be investigated by AVAIL.
    a. Once AVAIL has determined the root cause of the overage, the customer will be contacted and notified.
    b. The initial overage will be covered by AVAIL.
    c. If the overages over 25% continue, AVAIL will work with the PROPERTY to lower the data usage (throttling) OR adjust Support Contract price accordingly.

1.11.4 THIRD-PARTY

1.11.4.1 COVERED THIRD-PARTY SOFTWARE

Item – Description	Qty

1.11.4.2 COVERED THIRD-PARTY HARDWARE

Item – Description	Qty

1.11.5 NON-COVERED EQUIPMENT

Item – Description	Qty	Expiration
Item - Description *s/n: ###*	1	*Expiration date*

1.11.6 SYSTEM MAINTENANCE

A. PROPERTY is responsible for equipment replacement as required for all installed equipment including:

I. In-vehicle equipment;

II. Wireless modem;

III. Wireless LAN;

IV. Wayside Sign Component modules

B. System Maintenance includes removal of equipment, replacement with a spare, initial triage diagnostics and shipping to a designated repair point. Any item returned to AVAIL must follow AVAIL's RMA procedures;

I. PROPERTY is responsible for shipping cost to AVAIL or designated repair point. AVAIL will return ship at AVAIL's expense.

SAMPLE

1.11.6.1 EXCEPTIONS:

A. Non-technical hardware items such as batteries, racks, cables, connectors, mounts, handsets, speakers, antennas, sign audio buttons, KVM switches, network switches, memory storage media, panels and punch blocks are wear items and are not covered beyond the Vehicle Installation Support;

B. AVAIL is not responsible for:

I. Hardware and Software that are not used and serviced according to the training and instructions provided by AVAIL;

II. Products that have been altered, repaired or modified without prior consent from AVAIL;
   a. Products damaged by any third-party equipment or intervention, force of nature or other conditions not In AVAIL's control;
   b. Products damaged due to negligence or abuse.
   c. Cost, loss or damages resulting from the use of AVAIL supplied products, including but not limited to, loss of time, inconvenience and loss of production;
   d. Shipping and shipping related costs of products mailed to AVAIL;
   e. Costs associated with parts, materials and labor provided by PROPERTY's Maintenance personnel.

C. AVAIL may evaluate items not covered under Maintenance and Support and an assessment will be provided to PROPERTY. If PROPERTY agrees with the assessment, they will be charged for the labor to complete the evaluation, shipping and shipping related costs, parts and materials used and repair labor. If PROPERTY elects not to repair the item, only the labor required for the assessment will be charged. All labor is charged at AVAIL's prevailing rates for the required skill level.

1.11.6.2 TIME AND MATERIAL CHARGES FOR NON-SUPPORTED HARDWARE REPAIRS OR SUPPORT

A. To maintain system support coverage, all systems hardware must be returned to AVAIL for repair or approved for repair by AVAIL at a specified repair facility;

B. Any returned unit may be repaired or replaced at the sole discretion of AVAIL;

C. AVAIL will charge a minimum of one (1) hour for each issue or return with subsequent increments billed at one-quarter (1/4) hour intervals at AVAIL's prevailing rate charges (Please refer to **Section 1.13.1**);

D. Charges for non-supported repair / replacement or support will include the prevailing Preferred Customer rates (subjected to periodic updates).

E. Travel and associated travel labor costs for on-site work (if required) are not included and will be invoiced to PROPERTY at travel costs shall be pursuant to **Section 1.8** of this

SAMPLE

Agreement. An estimate of on-site costs will be provided prior to any travel expenses being incurred.

1.11.6.3 VEHICLE INSTALLATIONS

Avail warrants are vehicle installation provided by Avail for 90 days. Any issues found to be stem from installation services will be rectified by Avail with no cost to Agency. Any issues found to stem from errors unrelated to vehicle installation, such as lack of proper maintenance by Agency or misuse of equipment, shall be the responsibility of the Agency. Any costs associated to diagnosing issues found to be the result of the Agency will be billed to Agency.

1.11.6.4 SYSTEM MAINTENANCE LOGGING

All system maintenance or repair information, whether Hardware or Software, is collected and recorded via CRM Case Logs entry, RMA Tracking for Hardware and configuration management tools for Software.

1.12 LIMITS OF MAINTENANCE & SUPPORT PLAN

The maintenance and support set forth in this Agreement is a limited maintenance and support plan. The hardware and software included under the initial installation, new feature purchases, purchased feature enhancements or bug fixes, are subject to the representations, warranties, indemnifications, limitations and disclaimers set forth in the Agreement.

SAMPLE

1.13 AVAILABLE CUSTOMER SUPPORT PLANS

1.13.1 MAINTENANCE AND SUPPORT PLAN

Plan	Description
Standard Business and Extended Hours ☒	• Routine Care and Urgent Care are provided during standard business hours. • If needed for a non-covered item, Time and Material charge mechanism must be in place before work will commence • Urgent Care response 24/7 access to the AVAIL Support Team which includes Standard Business Hours Support and all NON-business hours of coverage to support Urgent Care needs. • A customer support line to contact the on-duty support engineer at AVAIL. • The continuation of Urgent Care resolution after Standard Business Hours.
Hosted System ☐	• Includes all features of Standard Business Hour Support and Extended Hours Support • AVAIL operates and maintains the fixed end computer system in our dedicated data center operation • AVAIL connects to your high-speed communications interface provider • AVAIL maintains system backup services and operational system redundancy • Includes system hardware maintenance and software release maintenance and upgrades • AVAIL provides the staff for operation and maintenance of the computer system at the hosted location

SAMPLE

1.13.2 Problem Resolution Standards

PRIORITY	DEFINITION
Low	A nuisance issue which is not causing a significant impact on system performance orinterfering with the work of the customer.
Medium	A support ticket that does not have a significant impact on system performance orinterfering with the work of the customer.
High	A support ticket that has a significant impact on the system performance and/or which has a significant impact on the customer and/or is public facing.
Critical	System outage

Priority Level	Normal Business Hours		Outside Business Hours	
	Response Time	Resolution Time	Response Time	Resolution Time
Critical	15 minutes	2 hours	1 hour	4 hours
High	2 hours	1 business day	4 hours	1 business day
Medium	1 business day	5 business days	1 business day	5 business days
Low	1 business day	10 business days	1 business day	10 business days

**These resolution standards do not include RMA's or product enhancement requests

SAMPLE

1.14 Reporting Process

C. **Critical or Urgent issues such as an outage should be reported via phone to 814-234-3394 x1050**

I. Outside normal business hours (7 am to 8 pm Eastern Time)

a. 814-234-3394 x1050, then press 1

D. RMA Requests, Low/Medium priority issues can be submitted via customer portal, email or phone.

I. Portal - https://www.availtecportal.com

II. Email – support@availtec.com

III. Phone – 814-234-3394 x1050

E. If no answer at the Call Center, be sure to leave caller name, property name and contact phone number, description of problem;

1.15 Standard Business Hours

A. Monday through Friday;
B. 7:30 AM to 7:30 PM EST;
C. The following national holidays are excluded.

January 1st	Presidents Day
Memorial Day	July 4th
Labor Day	Thanksgiving Day
Friday Immediately after Thanksgiving	Christmas Eve -Dec. 24th
Christmas Day – Dec. 25th	

NOTE: If the Holiday falls on a **Saturday**, AVAIL is closed on the **preceding Friday**.
NOTE: If a Holiday falls on a **Sunday**, AVAIL is closed on the **following Monday**

1.16 Workflow

Upon receipt of an issue, AVAIL support staff will begin documentation of the issue. The documentation shall record all pertinent information that has been received either by telephone or email. Following completion of the gathering of information regarding the problem, AVAIL support staff will categorize the issue and communicate the target action back to PROPERTY contact.

Once a problem has been identified, AVAIL support staff will work with AVAIL or third-party engineering staff to determine an appropriate solution timeframe. Once the solution has been tested and proven viable, AVAIL support staff will contact PROPERTY to make arrangements for

SAMPLE

implementation. In the event the solution cannot be tested and implemented within the timeframe that was initially communicated to PROPERTY, AVAIL support staff will attempt to implement a workaround for PROPERTY while pursuing resolution. In all cases, AVAIL will attempt to minimize the amount of time necessary to resolve the issue.

If AVAIL personnel cannot recreate the problem in the lab configuration, additional information may be required from PROPERTY. This may include but is not limited to screen shots in .bmp or .jpg format and/or retrieval of files from the affected software.

AVAIL will endeavor to resolve any system problems remotely through use of a Virtual Private Network (VPN). If both parties deem it necessary to travel to PROPERTY premises to resolve the problem, the on-site engineering /technical support services are included in this Agreement. The cost for the travel and living expenses shall be agreed upon in advance between the PARTIES. The engineering / technical support services rendered will be billed to PROPERTY if it is determined while on site that the problem resolution was not due to AVAIL's inability to re-create and resolve the problem remotely.

2 SOFTWARE

2.1 LICENSE TO USE SOFTWARE

2.1.1 DESCRIPTION

In consideration of the licenses set forth in the Agreement, and subject to termination as provided **Section 1.13.2**, AVAIL grants to Property a nonexclusive, nontransferable site license for authorized Property employees (users) and vehicles (as provided in **Section 2.1.2** below) to use the Avail Enterprise Transit Management Software (ETMS).

THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). AVAIL DOES NOT SELL OR TRANSFER TITLE TO, OR ANY OWNERSHIP INTEREST IN, THE SOFTWARE OR DOCUMENTATION TO PROPERTY. PROPERTY'S LICENSE OF THE SOFTWARE WILL NOT COMMENCE UNTIL PROPERTY HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF AVAIL HAS RECEIVED, APPROVED AND EXECUTED A COPY OF IT AS EXECUTED BY PROPERTY.

2.1.2 SCOPE OF PERMITTED USE

Pursuant to **Section 1.11** – PROPERTY agrees that it may allow its designated employees or computers (Users) access to the software and may manage all authorized vehicles in the Software.

2.1.3 SCOPE OF LICENSE RIGHTS; RESTRICTIONS

A. The license granted to PROPERTY under this Agreement entitles PROPERTY to use, and PROPERTY agrees to use, the Software and Documentation solely as set forth in this **Section 2.1.3 (A)(I)** through **Section 2.1.3 (A) (IV)**:

   I Store, install and access the Software, in machine readable form, through an internal network using those computers and software specified in the Agreement,

or access the Software via the Internet, but in either case only for use by the PROPERTY site's authorized and designated users and only for the purpose of serving the internal needs of the business of PROPERTY;

II In support of PROPERTY's authorized use of the Software, store the Software's machine-readable instructions or data in, transmit it through, and display it on machines associated with the computer(s) specified in this Agreement;

III Make two (2) copies of the Software in machine-readable, object code form, for nonproductive backup purposes only;

IV Use the Documentation solely to assist PROPERTY in its authorized use of the Software.

B. The license granted to PROPERTY under this Agreement does not grant to PROPERTY the right to;

I Copy (except as expressly permitted in **Section 2.1.3 (A)(III)** above), change, disassemble, decompile, reverse engineer, sublicense, assign, timeshare, sell, give away, loan, rent, lease, transfer (electronically or otherwise), display, disclose, or provide any third party with access to or use of, the Software; directly or indirectly create or attempt to create software that emulates the Software; prepare derivative works of the Software: or separate the components of the Software;

II Copy or provide any third party with access to or use of any of the Documentation without the prior written consent of AVAIL;

III Transfer any of PROPERTY's rights or obligations under this Agreement without the express, advance, written consent of an officer of AVAIL, and then only if:

i. PROPERTY keeps no copies of the Software or Documentation;

ii. PROPERTY transfers PROPERTY's entire rights and obligations under this Agreement in or to the Software and Documentation; and,

iii. The transferee agrees in writing to the terms and conditions of this Agreement, after which time PROPERTY will no longer have the right to use the Software. Any attempted transfer or assignment of any of PROPERTY's rights or obligations under this Agreement shall be null and void unless it is in full compliance with this **Section 2.1.3 (B)(III)**;

IV Remove any proprietary or copyright legend from any material contained in or on the Software or the Documentation.

V Publish or disclose to any third party any reports or the results of any benchmark tests run on the Software or its components; or,

VI Use any trademarks or service marks of AVAIL.

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2.1.4 LIMITED WARRANTY AND LIMITATION OF WARRANTIES

A. Subject to the conditions and limitations set forth herein, AVAIL warrants for a period set forth in **Section 1.1.3** immediately following the System Acceptance of the Software (the "Term") that the Software will substantially conform in all material respects to the documentation set forth in the Project Contract. Subject to the provisions and limitations set forth herein, AVAIL will correct any such nonconforming Software if PROPERTY has notified AVAIL of such nonconformity in writing within the Term. AVAIL shall not be obligated to correct, cure or otherwise remedy any such nonconformity in the Software if PROPERTY has not reported to AVAIL the existence and nature of such nonconformity within the Term, and such nonconformity cannot be verified.

B. The limited warranty set forth in **Section 2.1.3 (A)** above does not apply to any Software that has been repaired or modified by persons other than AVAIL or its authorized agents, or that has been installed by PROPERTY or any of its independent contractors other than AVAIL. The foregoing warranty is conditioned upon the proper use of the Software in accordance with the terms and conditions of this Agreement and with AVAIL's User Manual and any other written instructions provided by AVAIL to PROPERTY, and in an operating environment in compliance with the documentation and requirements as set forth in this Agreement. AVAIL makes no warranty that the operation of the Software will be uninterrupted or error free, or that all Software defects will be corrected.

C. AVAIL makes no warranty that the Software will operate with all applications, utilities, or other memory resident programs.

D. PROPERTY acknowledges responsibility to maintain their computing infrastructure and environment such that they are able to receive AVAIL provided software upgrades as part of this Agreement and prevent software from becoming obsolete (i.e. software 2 major versions behind current software release). AVAIL shall not be responsible for any obsolescence of the Software for any reason. Furthermore, AVAIL assumes no responsibility for the use of superseded, outdated or uncorrected versions of the Software.

2.1.5 PROPRIETARY PROTECTION AND RESTRICTIONS

A. PROPERTY acknowledges and agrees that the Software and Documentation is the sole property of AVAIL and contains copyrighted, confidential and trade secret information, and that as between AVAIL and PROPERTY, AVAIL shall have the sole and exclusive ownership of all right, title and interest in and to the Software and Documentation, (including ownership of all trade secrets, confidential information and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to PROPERTY herein by AVAIL. To the extent of allowed by law, PROPERTY must and will keep the Software and Documentation free and clear of all claims, liens and encumbrances of any nature whatsoever. PROPERTY will keep the Software and Documentation in confidence and will take all reasonable measures necessary to protect and maintain the confidential and proprietary character of the Software and

Documentation. Furthermore, PROPERTY will indemnify and hold AVAIL harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the Software as a result, in whole or in part, of PROPERTY's action or inaction.

B. PROPERTY hereby authorizes AVAIL to enter PROPERTY's premises with prior approval by PROPERTY in order to inspect the Software in any reasonable manner during regular business hours to verify PROPERTY's compliance with the terms of this Agreement. PROPERTY will cooperate with AVAIL and promptly provide AVAIL and its agents with full access to its facilities, and will engage in no acts or omissions to hinder or delay AVAIL's access to Property's premises and computers or the inspection thereof.

C. PROPERTY acknowledges that, in the event of PROPERTY's breach of any of the provisions of this Agreement, AVAIL will not have an adequate remedy in money or damages. AVAIL shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. AVAIL's right to obtain injunctive relief shall not limit its right to seek further remedies.

2.1.6 AGREEMENT SERVICES

2.1.6.1 TRADITIONAL & WARRANTY & SUPPORT PLAN

To Ensure System Reliability

A. *Includes standard phone, email, and remote debugging support*

B. *Access to training documents and video library*

2.1.6.2 SOFTWARE UPGRADES

To keep your software current with the latest features

A. *Includes software updates to latest release*

B. *Includes training on new features and reports*

2.1.6.3 FOLLOW-UP ADOPTION SUPPORT TRAINING (FAST)

And finally, our exclusive Follow-on Adoption Support Training (FAST) to ensure your software is being adopted for maximum return on your technology investment

A. *Includes invitation to our Quarterly Webinars*

B. *Includes annual onsite assessments*

C. *Includes invitation to Annual FAST user conference*

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3 General Terms

3.1 Limitation of Liability

A. Except with respect to the obligations of AVAIL, in no event shall AVAIL's liability for any reason and upon any cause of action under the software license Agreement exceed the maintenance and support fees paid by PROPERTY to AVAIL;

B. The PARTIES shall not rely upon and shall not grant any means of remedy arising from any statement, representation, maintenance and support or understanding of any person other than as expressly set out in this Agreement.

C. EXCEPT FOR ANY LIABILITY ARISING UNDER **SECTION 2.1.5,** THE CUMULATIVE LIABILITY OF AVAIL TO PROPERTY FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO AVAIL HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. AVAIL SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT PROPERTY IS RESPONSIBLE FOR REASONABLE BACKUP PRECAUTIONS.

D. IN NO EVENT SHALL AVAIL BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST PROPERTY OR ANY THIRD PARTY, EVEN IF AVAIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

E. AVAIL and PROPERTY do not rely on and shall have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

3.2 Termination

A. Notwithstanding the foregoing, all provisions here of relating to confidentiality, proprietary rights, nondisclosure, indemnity and limitations of liability shall survive the termination of this Agreement. In the event of termination under this paragraph, PROPERTY will not be entitled to any refund of any portion of the fees paid to AVAIL under this Agreement, unless AVAIL:

I. Materially breaches this Agreement and fails to cure such breach within thirty (30) days after notice from PROPERTY;

II. Delivers a notice that the software has been declared obsolete or withdrawn from sale;

III. Otherwise discontinues providing standard level of support for the myAvail software suite:

a. AVAIL shall refund to PROPERTY an amount equal to the aggregate support charges paid by PROPERTY for the time during which the standard level of support services was not provided to PROPERTY.

3.3 INDEMNITY

If a third-party claims that the Software or Documentation infringes any patent, copyright, trade secret, or any similar intellectual property right, AVAIL will defend PROPERTY against such claim at AVAIL's expense and will pay all damages that a court finally awards, provided that PROPERTY promptly notifies AVAIL in writing of the claim, cooperates fully with AVAIL in the defense of any such claims, and allows AVAIL to control the defense thereof and/or any related settlement negotiations. If such a claim is made or appears possible, AVAIL will, at it option and expense, either: (i) procure for PROPERTY the right to continue using the Software and/or Documentation; (ii) replace or modify the Software or Documentation so that it becomes non-infringing; or, (iii) if it is not possible or in AVAIL's sole discretion is not economically feasible for AVAIL to so procure such right or so replace or modify the Software, require the return of the Software and upon such return repay to PROPERTY the unused portion of the applicable license fee amortized over a 3 year period from the Effective Date and any annual technical support fees paid by PROPERTY for the remainder of the then current Term for such technical support services. However, AVAIL shall have no obligation for any claim based on PROPERTY's modification of the Software or Documentation or its combination, operation or use with any product, data or apparatus not specified or provided by AVAIL. THIS PARAGRAPH STATES AVAIL'S ENTIRE OBLIGATION TO PROPERTY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

3.4 EXPORT AND GOVERNMENT USE RESTRICTIONS

PROPERTY agrees that it will not export or re-export the Software, any part thereof, (the foregoing is referred to as the "Restricted Components"), to any country, person or entity subject to United States export restrictions. Furthermore, PROPERTY agrees to comply with all of the export and re-export restrictions and regulations imposed by the governments of the United States and/or any country to which the Software is shipped. Use, duplication or disclosure by the government is subject to restrictions as set forth in DFARS 252.227-7013 or the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19. The terms of this Section shall survive the termination or expiration of this Agreement.

3.5 INCORPORATION OF OTHER SOFTWARE

The Software may incorporate material or components which are owned by third parties and which are used by Agreement between AVAIL and such third parties. PROPERTY acknowledges and agrees that any third-party owner of such materials or components is a direct and intended

third party beneficiary of this Agreement who may enforce this Agreement directly against PROPERTY.

3.6 ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the PARTIES and their respective successors and permitted assigns. Except as otherwise provided herein, this Agreement may not be assigned by PROPERTY without the prior written consent of AVAIL and upon payment of an assignment fee.

3.7 SEVERABILITY

Should any one or more of the provisions of this Agreement be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be adversely affected or impaired thereby. The Party shall endeavor to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the unenforceable provisions.

3.8 NO THIRD-PARTY RIGHTS

Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the PARTIES and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

3.9 CONFIDENTIALITY

A. "Confidential Information" is hereby designated as “trade secrets” and is defined as the following:

   I. Any information or data in the form of specifications, technical information or otherwise furnished to PROPERTY under this Agreement;

   II. The business or technical information of AVAIL, including but not limited to any information relating to AVAIL's product plans, designs, costs, finances, marketing plans, business opportunities, personnel, research, development or know-how; and

   III. Any other information reasonably and appropriately designated in writing by AVAIL as “trade secret" which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law.

B. Confidential information shall not include information that

   I. Is in or enters the public domain without PROPERTY’s breach of the Agreement;

   II. PROPERTY receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or

SAMPLE

III. PROPERTY develops independently, which it can prove with clear and convincing written evidence.

C. To the extent allowed by law PROPERTY agrees, to take all measures reasonably required to maintain the confidentiality of all confidential information in its possession or control, which will in no event be less than the measures the PROPERTY uses to maintain the confidentiality of its own information of equal importance. PROPERTY further agrees to only use Confidential Information disclosed in connection with this Agreement solely to exercise its rights and perform its obligations under the Agreement.

D. PROPERTY agrees to inform its employees of their confidentiality obligations regarding the Licensed Program and any other Confidential Information of AVAIL. PROPERTY further agrees to ensure that contract employees (including temporary employees) of PROPERTY agree to confidentiality obligations similar to those of this Agreement.

E. In the event of a third-party challenge to the Confidential Information, AVAIL shall provide the PROPERTY with any evidence deemed necessary to successfully defend the legal challenge and establish that the Confidential Information meets the criteria.

3.10 DATA OWNERSHIP

PROPERTY shall use reasonable efforts with respect to the accuracy and quality of the PROPERTY data provided to AVAIL in the creation of PROPERTY's account. With respect to PROPERTY's obligation to the changing and updating of data, PROPERTY is required to use reasonable efforts.

PROPERTY shall retain full ownership of PROPERTY Data and the resulting output of any processing of such data in AVAIL's system. AVAIL is required to provide PROPERTY with access to its data at any time notwithstanding the existence of any dispute that may arise under this Agreement.

AVAIL is obligated to protect the security and confidentiality of the PROPERTY's data and is prohibited from accessing this data except for the express purpose of reasonably performing the requirements of this Agreement. AVAIL shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of PROPERTY Data.

PROPERTY retains the right to access and retrieve this data stored in a usable format on AVAIL's system at its sole discretion.

Regardless of the reason(s) for the termination of this Agreement, AVAIL will securely deliver all the PROPERTY Data to the PROPERTY in a mutually agreed upon format. AVAIL will (at its sole cost) return, delete, or destroy all of the PROPERTY Data then in its possession or under its control no later than thirty (30) days after the termination of this Agreement. AVAIL will notify PROPERTY when all PROPERTY Data has been returned, deleted or destroyed. This provision shall not apply to PROPERTY Data which is a part of the public domain or AVAIL is required to maintain by law, but only for the time period required.

SAMPLE

3.10.1 Data Breach Notifications

AVAIL agrees to comply with all applicable laws governing the notification of individuals in the event of an unauthorized release of PROPERTY Data. In the event of a data breach, AVAIL agrees to notify PROPERTY in writing within 24 hours after AVAIL's discovery of any unauthorized access of PROPERTY Data or AVAIL becomes reasonably certain that such unauthorized access has occurred, and to coordinate with PROPERTY to inform all effected individuals in accordance with applicable laws.

4 Pricing & Payment Terms (Confidential & Proprietary)

PROPERTY will be invoiced 60 days prior to the start of the next anniversary date. Payment is due thirty (30) days from invoice date.

4.1 Optional Year Pricing (Confidential & Proprietary)

Any changes in features, covered equipment, software, or services outlined in this Agreement executed while the Agreement is in effect, additional costs will be assessed based on the features or equipment added. Invoice and payment terms for these years will be the same as the initial Term.

SAMPLE

5 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement among the PARTIES relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, writings, Agreements, warranties, guarantees, whether written or oral, express or implied, relating to the subject matter of this Agreement. The PARTIES may, by mutual written Agreement and in no other manner, modify or amend the terms of this Agreement. The failure or delay of any Party at any time or times to require the performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by any Party of any condition of this Agreement, or the breach of any term, agreement or covenant of, or the inaccuracy of any representation or warranty in, this Agreement, whether by conduct or otherwise, in any one or more instances, shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.

IN WITNESS **WHEREOF**, the PARTIES have executed this Agreement effective as of the date first above written.

AVAIL:	**PROPERTY:**
AVAIL Technologies, Inc.	**Property**
Signature: _____	Signature: _____
Name: Kevin McKay	Name: _____
Title: Chief Operations Officer	Title: _____
Date: _____	Date: _____

SAMPLE

5. Sample Training Plan

Montebello Bus Lines (MBL)

Sample ITS Training Plan New Customer

Version X.X/YYYY

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1 INTRODUCTION

1.1 TRAINING VISION

- Avail staff partners with customers and their staff throughout the project life and beyond, to ensure our customer experiences success. We strive to develop, mentor, and importantly, empower our customers with knowledge and tools to maximize their return on their ITS investment.

1.2 TRAINING GOALS

- Avail's goals for each training module are outlined within each position-specific course to ensure content, workflow focus, and instructional effectiveness. After completion of our training program; all staff will be able to:
- Locate pertinent information within the system *and* use it effectively in decision-making processes based upon position
- Use tools effectively to maximize benefit within the Avail system
- Apply knowledge base skills to increase property-wide efficiencies

1.3 TRAIN THE TRAINER

- The dedicated Site Trainers, as identified by [agency name], will complete Avail's formal Train the Trainer program. The agency trainers will be directly involved in Avail led teaching sessions beginning at the Pilot Phase. The site trainer will also begin performing hands- on training with your vehicle operators and/ or dispatch during this phase; to gain important exposure and understanding through hands- on experience and practice. These individuals will thereby begin working toward a level of proficiency, as they begin providing hands- on training for your staff. In addition, agency trainers will receive Avail Certification after successful completion of the program.

1.4 TRAINING APPROACH

- The hierarchical design of our training program ensures customer success by building upon levels of understanding and pragmatic application. We anticipate that our customers will naturally progress through the following knowledge building stages:
- Introduction - First time users of Avail products
- Understanding – Ability to understand basic concepts around ITS day-to-day functionality
- Applying – Using knowledge to operate the ITS system correctly
- Evaluating and Analyzing – Using product knowledge to increase property efficiencies through cross-functional sharing, development, and practice
- Creating- Using the ITS system to its fullest potential for the customer's benefit

1.5 Training Philosophy

- We firmly believe that guided experiential learning and consistent system exposure benefits SVSS to develop understanding, accuracy, and ultimately ease of use. For this reason, Avail's training approach is based on the modern ADDIE model and occurs succinctly with project phases; to align pertinent information, authentic application and importantly, pragmatism for your staff. Our training courses are position-specific and deliberately target different learning modalities to ensure a successful system adoption, so all your staff is comfortable and using the system to its fullest advantage.

1.6 Third Party Vendor Training Support

- During system adoption Avail will be integrating several different technologies within the ITS system. Avail will advocate for all third-party training as needed throughout the project.

1.7 Terminology

- The following list of acronyms are referenced throughout this document:
- ADDIE model- Acronym for the process used to develop Avail training courses: Analyze, Design, Develop, Implement, and Evaluate
- APC (Automatic Passenger Counter)- An electronic device available for installation on transit vehicles which records boards and alights data.
- Assessment – An instrument used to measure knowledge acquisition for the Train the Trainer role. Avail uses multiple choice examinations, performance-based assessments, and observation of practice to determine needs.
- BIB (Bus in a Box)- A training tool used to simulate the dashboard of a vehicle and the MDT (mobile data terminal) to demonstrate the functionality of the Avail in-vehicle and dispatch functions.
- Curriculum – The instructional materials and delivery methods used within a course.
- FAST (Follow-on Adoption and System Training)- A department at Avail Technologies, Inc. dedicated to maintaining a high level of customer satisfaction after the ITS system is in place and the initial project is complete.
- GTFS (General Transit Feed Specification) - A common format for public transportation schedules and associated geographic information.
- Holding Tank – A table within a database that serves as temporary storage for APC and Farebox data collected from fleet vehicles. After data is reviewed, it is moved to reporting tables.
- ITS (Intelligent Transportation System) – Innovative technology, applications, or platforms, that improve the quality of transportation through monitoring and

management enhancements that enable users to make smarter, more coordinated use of transport networks to achieve better outcomes.

- MDT (Mobile Data Terminal) or MDC (Mobile Digital Computer)- A computerized device that displays schedule data, is used to assist operators with communication, supports on time performance, ADA announcements, and more.
- MTS (Maintenance Training Station) – A training tool used to simulate the components of the in-vehicle system in order to demonstrate the overall functionality of the Avail system Maintenance personnel also use the MTS for testing individual components of the system.
- NTD (National Transit Database) – The Federal Transit Administration (FTA) tracks the transit industry and provides public information and statistics including financial, operating and asset condition of transit systems QA (Quality Assurance) – Systematic monitoring and evaluation of the various aspects of a project, service, or facility to ensure that standards of quality are being met consistently.
- Rubric- An objective tool used to define and measure attributes of instructional effectiveness for the Train the Trainer role.
- Scheduling Package- Software typically used in the public transit industry for schedule creation and publish.
- Trigger Boxes – Avail software tool that allows users to create and edit geo-fences (virtual barriers) which trigger in-vehicle functions when a vehicle enters or exits a 'trigger box' location.
- Training Matrix- Defines and tracks user attendance for staff required to enroll in courses. This document will be used to verify course dates, attendance, and final sign off from the agency project lead. In addition, this document is useful for the agency's reference, as the agency brings new staff onboard.
- Troubleshooting – Systematic approach to problem solving that is often used to identify and resolve issues with computers and software systems.

1.8 Training Courses

- The courses in this training plan are broken down into a standardized format to ensure equitable content and delivery across users. These components are:
- **Goal**: Anticipated learner outcome for each course for staff members.
- **Audience**: This specifies the staff members who should take each course.
- **Delivery Method**: This specifies how the information will be conveyed to the audience.
- **Curriculum**: This specifies the content that will be covered in each course by the trainer.
- **Class Size**: This specifies the optimal size of the audience for each presentation.
- **Prerequisites**: Specifies any courses that should be taken beforehand, scaffolding knowledge building, for complete understanding of the course material.

- **Assessment**: Unit of measure used to evaluate learner outcome and course effectiveness for the Train the Trainer role.
- **Summary**: Provides an overview of the content to be presented in each training course.

1.9 Training Materials Delivery

- **Curricular Materials:** Delivered by project phase.

1.10 Training Facility Requirements

For on-site courses, Avail requests that the following be available where possible for training purposes:

- A room with seating for four to six people
- A projector that can be connected to a laptop computer via VGA or HDMI cable
- A screen or white board to serve as a projection screen
- A training location for the BIB setup, if purchased by the agency

1.11 Training Matrix

The Training Matrix identifies those individuals who meet the requirements for training courses assigned per position. This document also validates course attendance, occurrence dates, and serves as a sign off from the agency project lead, to confirm the customer agrees that training has met the project requirements. It also serves as an essential resource for your new hires moving forward, to quickly identify the courses those individuals should complete with your dedicated agency trainer. We recommend referring to this matrix often throughout the project and beyond.

1.12 myAvail Operations SOP's

The myAvail SOP's document outlines standard operating procedures for myAvail position- based assignments. Following position- based practices improves operational practice and communications that promote internal efficiencies, to ensure the Avail Product Suite is fully utilized for the customer's benefit. Avail trainers and the F.A.S.T. team both support customers in establishing/ following best practices as outlined on the SOP document.

1.13 Disaster Recovery Plan

Avail's Disaster Recovery Plan (DRP) captures, in a single repository, all required information regarding the agency's ability to withstand a disaster, as well as the processes that must be followed to achieve disaster recovery. DRP information delivery for the customer will be provided via webinars. **SOP:** Avail SOP 041 – IT – Disaster Recovery v2

2 AGENCY ASSESSMENT

2.1 ON-SITE ANALYSIS

Goal: Start building relationships with each person and gain a full understanding of how operations occur from day to day. By understanding current practice, we are better able to identify and support where agency needs will be moving forward with the new project and its naturally embedded changes in practice.

- **Audience:** Everyone
- **Delivery Method:** On site with customer
- **Duration:** 1-2 days
- **Curricula:** Interviews and observation of daily tasks and routines (Interview question set)
- **Prerequisites:** None
- **Summary:** The purpose of the customer survey is to learn as much as possible about each internal department and person. We will be focusing on your agency needs: how you function daily, how you convey information and your individual goals and focus points. This process includes gathering information through interviews and observations of daily operations. We will continue these analysis efforts throughout the training process to ensure implementation of the system is fully maximized.

2.2 ROUTE RIDES

Goal: Gain an understanding of the unique details about the service area and its ridership needs. This includes identifying current stop locations on the routes, sign types and locations, ridership practices and shelters, if any.

- **Audience**: Avail team
- **Delivery Method**: On site with customer
- **Duration**: Performed per need and varies in length
- **Summary**: The Avail team may ride revenue routes to become familiar with the service area, ridership needs, and all unique information. Avail staff will compile notes and identify possible signage locations to benefit passengers around transit centers and other common, high ridership areas.

3 KICK OFF PHASE

3.1 SYSTEM DATAFLOW OVERVIEW

Goal: Teach staff the basics of where information is input and how data moves through the system: schedule data to trigger boxes to announcements to building and deploying run files, information display on the MDT, in reports and on myStop, to support the quick identification for troubleshooting strategies and understand the integral relationships in the Avail system. SOP's for Operations include complete check in with operators, confirm assignment of operators and vehicles for all work, monitor OTP on the Status tab, update the Pullout tab with assignments, take, respond to, and log events, communicate with operators as required, create incidents as required, document missed service hours and miles, and post public messages. SOP's for planning include the management of all schedule data, running reports to identify improvements, complete all schedule data requirements at least three weeks in advance of use. SOP's for IT include server maintenance and back up, if not hosted, monitoring the Vehicle Files card, managing system updates and myAvail user accounts. An Avail trainer teaches this high- level course.

- **Audience**: Information Technology Staff, Operations Manager, Administration, Planners
- **Delivery Method**: On site with customer
- **Duration**: 30 minutes
- **Curricula**: myAvail Reporting tools
- **Class Size**: 1-5
- **Prerequisites**: None
- **Troubleshooting**: Review potential issues and discuss solutions
- **Summary**: In this course, we will review network and server configuration at a high level as well as the installed software and services. Users will develop their understanding of the dataflow from end to end throughout the system.

3.2 MYAVAIL POSITIONS OVERVIEW & MATRIX ASSIGNMENT

Goal: Provide an introductory overview of the back-end software features used by management, dispatch, planners, maintenance, finance; and provide an introductory overview of the in-vehicle software used by vehicle operators. This helps set the stage for the agency's internal change management needs, as well as identifying which positions each agency staff member will fill. Avail will then work with management to review and assign course requirements, based on those positions, on the training matrix. SOPs for executive leadership include setting short term ITS goals, communicate across departments to ensure understanding and agency direction, perform follow up across

departments to track progress, and confirm operational practice is aligned with vision. A Training Team member will teach this course.

- **Audience**: Administrators, Operations Manager
- **Delivery Method**: On site with customer
- **Duration**: 1 hour
- **Curricula**: Training Plan, Matrix, Training Sign Off, Training Material Samples
- **Class Size**: 1-6
- **Prerequisites**: None
- **Troubleshooting**: Review potential staffing issues and discuss solutions
- **Summary**: The purpose of this course is to expose management to how training occurs on the project, assign courses for agency staff, review the training sign off and training materials to be used; and to work with management on policy and cultural changes that will occur with the new system. We will discuss how following Avail's suggested SOP's, will help to address them more efficiently.
- **SOPs**: Avail SOP 050 – Executive – Organizational Change Management v2

3.3 CUSTOMER PORTAL TRAINING

Goal: Teach the customer how to create an account, and how to use the web-based customer portal. This portal serves a variety of purposes and is a main communication line for the agency. Users will create and track tickets for technical issues and/or training needs at their agency, for low and medium priority items. The portal also contains product documentation, making access seamless for the agency. All high priority items should be reported to the Customer Experience team via phone. SOP's for executive leadership include setting short term ITS goals, communicate across departments to ensure understanding and agency direction, perform follow up across departments to track progress, and confirm operational practice is aligned with vision. SOP's for planning include the management of all schedule data, running reports to identify improvements, complete all schedule data requirements at least three weeks in advance of use. A Training Team member teaches this course.

- **Audience**: Administrators
- **Delivery Method**: Webinar or on- site with customer
- **Duration**: 30 minutes
- **Curricula**: Avail's Customer Portal
- **Class Size**: 3-8
- **Prerequisites**: None
- **Troubleshooting**: Review potential issues and discuss solutions
- **Summary**: Teach users how to access and use the customer portal to communicate low and medium priority issues.
- **SOPs**: Avail SOP 040 – Sys Admin – General Responsibilities v2

3.4 User Settings & Position Management

Goal: Teach administrators how to add new users in ETMS (Enterprise Transit Management Solution) and assign a single position for each staff member. Managers may need to adjust permission settings according to operational need for individual accounts. IT System/ Admin Staff: SOP's for IT include server maintenance and backup (if not hosted), monitoring the Vehicle Files card, managing system updates and myAvail user accounts. An Avail Training Team member teaches this course.

- **Audience**: Administrators, Managers
- **Delivery Method**: Webinar or on site with customer
- **Duration**: 1 hour
- **Curricula**: myAvail
- **Class Size**: 3-6
- **Prerequisites**: None
- **Troubleshooting**: Review potential issues and discuss solutions
- **Summary**: Management staff will add/ modify position settings per user as needed; when new employees are hired, or staff move into new positions within the organization. This course teaches management how to complete this process.
- **SOPs**: Avail SOP 040 – Sys Admin – General Responsibilities v2

3.5 TSI Overview Training

Goal: Teach administration and management staff the basics for how to use the TSI camera system to verify or disprove what really happened during service hours. Users will learn how to create individual and group accounts, set permissions, download, view, and share video clips. An Avail trainer/ FE teaches this course.

- **Audience**: Administrators, Managers, IT, Maintenance
- **Delivery Method**: On site with customer
- **Duration**: 30 Minutes
- **Curricula**: TSI presentation, hardware equipment and NexView User Manual
- **Class Size**: 3-6
- **Prerequisites**: None
- **Troubleshooting**: Reference the TSI NexView Manual
- **Summary**: Management staff will learn how to access the software to download video content as needed to verify activity during service hours.
- **SOPs**: Avail SOP 040 – Sys Admin – General Responsibilities v2

4 PILOT PHASE

4.1 MDT IN-VEHICLE TRAIN THE TRAINER

Goal: Teach Operator Trainers to perform internal training for the agency through hands-on experiences. Trainers will receive detailed knowledge and system experience to begin training the operators on the in- vehicle hardware and software. An Avail trainer will teach the first few sessions with the dedicated trainer actively observing and participating. This course will include adding fare values via the MDT, if the fare solution is integrated per project requirements. The site trainer will then teach the course, eliciting constructive feedback from the Avail trainer, at the conclusion of the session/s. SOP's for executive leadership include setting short term ITS goals, communicate across departments to ensure understanding and agency direction, perform follow up across departments to track progress, and confirm operational practice is aligned with vision. The Avail trainer will provide coaching opportunities where needed, to allow the site trainer to build their knowledge. At the SAT phase, the site trainer will complete the formal Train the Trainer certification assessments.

- **Audience**: Operator Trainer, Training Managers, Operators
- **Delivery Method**: Classroom/Hands-on session at customer site
- **Duration**: 30-45 minutes, multiple sessions scheduled
- **Curricula**: BIB (Bus in a Box) is recommended/ at customer site, in-vehicle quick guides
- **Class Size**: 1-6
- **Prerequisites**: None
- **Assessment**: informal coaching and support/ Avail Train the Trainer performance rubric and multiple- choice examination will be used during the SAT/ Adoption Phase
- **Summary**: This course provides on-site trainers with all essential knowledge required to begin training vehicle operators confidently and accurately
- **SOPs:** Avail SOP 020 – Operation – Pull-Out_Start of Shift v2, Avail SOP 021 – Perform Revenue Service v2, Avail SOP 022 - Operation - Pull In-End of Service v2, Avail SOP 023 - Operation - Relief v2, Avail SOP 024 - Operation - Road Supervision (Route Monitoring) v2

4.2 DISPATCH BASICS TRAIN THE TRAINER

Goal: Teach trainers and dispatchers how to use dispatch tools to monitor vehicles and communications with operators in service. Course will include managing automatically generated events from vehicles in real time. Taking, responding, and logging events and communications and how to create/ edit incidents will be taught in this course. The Avail trainer will teach the first several sessions with the dedicated trainer actively observing/

participating. The site trainer will then teach the course, eliciting constructive feedback after teaching. A Train the Trainer performance rubric and multiple -choice assessment will be used to ensure objectivity in the evaluation process during the SAT phase. SOP's for executive leadership include setting short term ITS goals, communicate across departments to ensure understanding and agency direction, perform follow up across departments to track progress, and confirm operational practice is aligned with vision. This is part of Avail's Train the Trainer certification protocol.

- **Audience**: Dispatchers, Trainer
- **Delivery Method**: On site with customer
- **Duration**: 1 hour, multiple sessions
- **Curricula**: BIB (Bus in a Box), myAvail Operations tab, dispatch quick guides
- **Class Size**: 1-6
- **Prerequisites**: None
- **Troubleshooting**: Review potential issues and apply solutions
- **Assessment**: Train the Trainer performance rubric and multiple-choice examination upon completion of the program, during the SAT phase
- **Summary**: This course will provide the on-site trainers with the knowledge required to begin training dispatchers. Content includes the basic features and functions of the dispatch tool, such as vehicle monitoring, managing events and communications, and other common day- to- day tasks used to support operators on the road.
- **SOPs**: Avail SOP 011 - Dispatch - Pull Out_Start of Shift v2, Avail SOP 012 - Dispatch - Route Monitoring and Operator Relief v2, Avail SOP 013 - Dispatch - Pull In_end of shift v2, Avail SOP 020 - Operation - Pull-Out_Start of Shift v2, Avail SOP 021 - Operation - Perform Revenue Service v2, Avail SOP 022 - Operation - Pull In-End of Service v2, Avail SOP 023 - Operation - Relief v2, Avail SOP 024 - Operation - Road Supervision (Route Monitoring) v2

4.3 PULLOUT & YARD MANAGEMENT

Goal: Teach users to navigate the yard map to be able to create parking configurations that promote pullout efficiencies and assist bus handlers with vehicle location. Use this tool to monitor pullout status and assign vehicles and drivers from extraboard. SOP's for Operations include complete check in with operators, confirm assignment of operators and vehicles for all work, monitor OTP on the Status tab, update the pullout tab with assignments, take, respond to, and log events, communicate with operators as required, create incidents as required, document missed service hours and miles, and post public messages. SOP's for maintenance include performing weekly and monthly preventative maintenance routinely, as outlined on the Preventative Maintenance document. An Avail Training Team member teaches this course.

- **Audience:** Dispatchers, Supervisors, Maintenance
- **Delivery Method:** On site with customer
- **Duration:** 1 hour
- **Curricula:** myAvail Yard Management Tools
- **Class Size:** 1-6
- **Prerequisites:** Dispatch Basics Training
- **Troubleshooting:** Review potential issues and identify solutions
- **Summary:** This course will include demonstrating for users the features and benefits of the yard map and pullout tool. Users will learn how to create parking configuration that maximizes pullout efficiencies, how the yard map feature assists bus handlers with locating parked vehicles; all to improve overall operations.
- **SOPs:** Avail SOP 011 - Dispatch - Pull Out_Start of Shift v2, Avail SOP 012 - Dispatch - Route Monitoring and Operator Relief v2, Avail SOP 013 - Dispatch - Pull In_end of shift v2, Avail SOP 051 - Update Yard Map v2

4.4 GTFS TRAINING

Goal: Teach staff how to validate and submit their static schedule data to Google. Transit agencies will first create an account with Google's Quality Assurance Program to begin the process of making the transit schedule available to the public for real time reporting. SOP's for planning include the management of all schedule data, running reports to identify improvements, complete all schedule data requirements at least three weeks in advance of use. A Training Team member will teach this course at a high level. Our Services team will support the customer in implementing the process.

- **Audience**: Planners
- **Delivery Method**: Webinar
- **Duration**: 1 hour
- **Curricula**: Schedule Data and Google Quality Assurance Program
- **Class Size**: 1-8
- **Prerequisites**: None
- **Troubleshooting**: Review potential issues with the schedule data, identify and apply solutions before submitting to real-time feeds**.**
- **Summary:** This course will demonstrate for users how to create and validate schedule data to submit it to real- time web- based transit information feeds.
- **SOPs:** Avail SOP 001 - Planning - Schedule Management_Implementation v2

4.5 SCHEDULE DEPLOYMENT OVERVIEW

Goal: Teach planners how to manage schedule data and related attributes. Planners will learn to import schedule data files, define and assign ADA announcements/ route/ periodic announcements, how to manage trigger boxes, how to generate and review route trace paths, how to use Build & Deploy to set up files for deployment to fleet vehicles, how to monitor deployments on the Vehicle Files card, and finally, how to use the Replay tool to review how the schedule is used on the road for troubleshooting purposes. Detailed schedule data work is supported by the Avail Services team and will include inputting all stop latitude/longitude locations, time point designations, stop-to-stop distances, patterns, trips, runs, and block/ run mapping, adding service levels, and how to set up schedule file deployments, by type, using Build & Deploy. SOP's for planning include the management of all schedule data, running reports to identify improvements, complete all schedule data requirements at least three weeks in advance of use. An Avail Trainer teaches this at an introductory high level. A Services team member teaches this course in detail.

- **Audience**: Planner
- **Delivery Method**: Webinar
- **Duration**: 1.5 hours
- **Curricula**: Announcements, Geographic Tools, Build & Deploy, Vehicle Files
- **Class Size**: 1-4
- **Prerequisites**: None
- **Troubleshooting**: Identify potential issues within the schedule and apply solutions
- **Summary**: This course demonstrates the correct workflow and steps required for generating a schedule and/ or making schedule updates
- **SOPs**: Avail SOP 001 - Planning - Schedule Management Implementation v2, Avail SOP 002 - Planning - Daily Schedule Analysis v2, Avail SOP 004 - Planning - Manage Vehicle Announcements v2

4.6 REPLAY TRAINING

Goal: Teach users how to interpret historical data to verify or disprove reported issues. The Replay tool allows users to retrace the history for a range of time for a vehicle, route, run, block, or operator to confirm activity on the road. Users may view attributes such as speed, dwell times at stop locations, onboard counts, and much more. SOP's for planning include the management of all schedule data, running reports to identify improvements, complete all schedule data requirements at least three weeks in advance of use. SOP's for Operations include complete check in with operators, confirm assignment of operators and vehicles for all work, monitor OTP on the Status tab, update the pullout tab with assignments, take, respond to, and log events, communicate with operators as required, create incidents as required, document missed service hours and miles, and post public messages. SOP's for

executive leadership include setting short term ITS goals, communicate across departments to ensure understanding and agency direction, perform follow up across departments to track progress, and confirm operational practice is aligned with vision. An Avail Training Team member will teach this course.

- **Audience**: Operations Manager, Dispatchers, Supervisors, Trainers, Planners, Customer Service (as based on agency practice)
- **Delivery Method**: On site with customer or Webinar
- **Duration**: 45 minutes
- **Curricula**: Geographic Tools
- **Class Size**: 2-8
- **Prerequisites**: Dispatch Basics Training
- **Troubleshooting**: Identify potential issues and apply solutions
- **Summary**: Vehicles automatically collect data, which is sent to, and stored in, a database in real time. This information is retrievable on demand, by using the Replay Tool; to retrace a vehicle's activity like a bread crumb trail. This course will show and describe a few different scenarios and demonstrate for users how to locate essential historical data.
- **SOPs**: Avail SOP 005 - Planning - Using Replay v2

4.7 MAINTENANCE TRAINING

Goal: Train key maintenance personnel on the vehicle hardware equipment during the Pilot phase. During the training, Avail's FE representative (Field Engineer), will review and reference the maintenance guide in training with the customer, identifies each piece of equipment, its purpose, and reviews basic troubleshooting procedures for issues that may arise with their new system. Submitting RMAs, and the process to follow, will also be covered in this session. Installation techniques, parts requirements, and best practices are the focus in this hands-on course taught by an Avail Field Engineer. Installation techniques, parts requirements, and best practices are the focus in this hands-on course taught by an Avail Field Engineer.

- **Audience**: Maintenance Personnel
- **Delivery Method**: Hands-on at Customer Site
- **Duration**: 1-2 hours per session, typically 2 sessions
- **Curricula**: CAD/AVL manuals and quick guides
- **Class Size**: 1-4
- **Prerequisites**: None
- **Troubleshooting Guide**: Provided
- **Troubleshooting**: Identify potential issues within the schedule and apply solutions
- **Summary**: This course includes hands- on practice and application to familiarize maintenance with the vehicle hardware. The FE (Field Engineer) will review how

parts interact with each other, identify potential issues and how to troubleshoot issues- referencing the installation manuals.

- **SOPs:** Avail SOP 030 - Maintenance - Pull Out_Start of Shift v2, Avail SOP 031 - Maintenance - Vehicle Health Monitoring v2, Avail SOP 032 - Maintenance - CAD-AVL Preventive Maintenance v2, Avail SOP 033 - Maintenance - Supervision_Management v2

4.8 DISPATCH TROUBLESHOOTING

Goal: Teach users to be able to identify potential issues with the system. Content may include login errors, customizing screen configuration, vehicle monitoring, and answering questions that arise. Dispatchers will also take an active role in data collection from operators. Operators will be documenting issues that arise on vehicles using the Avail Fixed Route Issues Sheet. These forms should be collected by Dispatch. Dispatch will hand them off to management, who will report any issues back to Avail via the Customer Portal for resolution. SOP's for Operations include complete check in with operators, confirm assignment of operators and vehicles for all work, monitor OTP on the Status tab, update the pullout tab with assignments, take, respond to, and log events, communicate with operators as required, create incidents as required, document missed service hours and miles, and post public messages. An Avail Training Team member teaches this course.

- **Audience**: Dispatchers, Supervisors, Trainers
- **Delivery Method**: On site with customer
- **Duration**: 1 hour
- **Curricula**: myAvail Dispatch tools, Fixed Route Operator Issues Sheet
- **Class Size**: 1-4
- **Prerequisites**: myAvail Dispatch Basics Training
- **Troubleshooting**: Review how to update or modify user settings using myAvail software
- **Assessment**: A multiple choice assessment is used for trainers to ensure ease of use and timely evaluation, typically during the SAT phase
- **Summary**: This course will demonstrate for users how to troubleshoot items such as screen configuration settings, vehicle monitoring, interpreting and addressing events and communications; the overall basic functions of the Dispatch tool

4.9 EXCEPTIONS, ADJUSTMENTS & TRIP SAMPLES

Goal: Teach users how to scrub and validate collected fare box and APC ridership data, how to enter system adjustments, and then accept trip samples. Schedule data is imported to a 'Holding Tank'. Users should review those vehicle records and make corrections where needed. The user will then enter any known system adjustments (added/ reduced service miles and hours), and lastly review and save system-generated trip samples. Completing

these required processes back-to-back ensures accurate data, before pushing the data over for reporting. SOP's for planning include the management of all schedule data, running reports to identify improvements, complete all schedule data requirements at least three weeks in advance of use. An Avail Training Team member teaches this course.

- **Audience**: Scheduler, Planner
- **Delivery Method**: On site with customer
- **Duration**: 1.5 hour
- **Curricula**: myAvail
- **Class Size**: 1-3
- **Prerequisites**: Schedule Data Management Overview
- **Troubleshooting**: Review potential issues, identify and apply record updates
- **Summary:** This course will demonstrate for users how to validate and correct fare box ridership and APC ridership data, enter system adjustments, and save trip samples, before the data is imported to the live database for reporting. Every night the previous day's fare box and APC data are automatically imported to the 'holding tank' of the database, for agency review.
- **SOPs:** Avail SOP 003 - Planning - Farebox and APC Exceptions and Adjustments v2, SOP 005- Using Replay

4.10 SCHEDULE DATA ISSUES RESOLUTION 1

Goal: Reinforcing planner position content knowledge and acquisition. Working with the Avail trainer, the agency planner will resolve several cases that have known trigger box location/ sizing and/ or announcements timing, or route trace issues- in myAvail. This opportunity provides the customer with hands on authentic experience using their new ITS planner tools, to ensure their confidence, skills, and ability to make schedule data corrections where needed as a part of fully adopting and optimizing their new system and to support the management of portal cases.

- **Audience:** Planners
- **Delivery Method:** On site with customer/webinar
- **Duration:** As needed
- **Curricula:** Coaching/ reinforce content knowledge/ authentic skills application
- **Class Size:** Individualized
- **Prerequisites:** Schedule Data Management Overview
- **Assessment:** Embedded coaching/ guidance opportunities across users
- **Summary:** A training team member will provide hands- on coaching and support as the agency planner resolves cases in the Customer Portal.
- **SOPs**: Avail SOP 001 - Planning - Schedule Management Implementation v2, Avail SOP 002 - Planning - Daily Schedule Analysis v2, Avail SOP 004 - Planning - Manage Vehicle Announcements v2

4.11 Route Validation Training

Goals: Teach users to begin validating their schedule data to confirm accuracy when vehicles start rolling out. Using a Ride Check sheet and riding along on trips across several routes during the Pilot phase supports the confirmation that schedule data information is accurate in the vehicle (and for public-facing passenger trip planning information). This process includes checking that the audible stop announcements are appropriately timed and accurate for stop locations, the head signs update correctly, and the MDT displays the correct schedule data for the operator. SOP's for planning include the management of all schedule data, running reports to identify improvements, complete all schedule data requirements at least three weeks in advance of use. An introductory overview of the validation process is taught by an Avail trainer. Performing route validations is supported by an Avail Services team member with an agency representative.

- **Audience**: Scheduler, Planner, Supervisor
- **Delivery Method**: On site with customer
- **Duration**: 30 minutes – 1.5 hours (varies)
- **Class Size**: 1-4
- **Curricula**: Ride Check Sheet
- **Prerequisites**: None
- **Troubleshooting**: Review potential data issues and identify solutions
- **Summary**: This course will show users different ways to validate and correct schedule data in use. Route validation is a very important part of the schedule entry process. We need to validate and confirm that the schedule data in use is correct and functioning accurately on the road in real time.

4.12 Maintenance VHM Training

Goal: Teach maintenance staff how to monitor vehicle health on the maintenance tab in myAvail. This tab/queue is populated by events that come directly from the vehicles in service. Events are prioritized numerically, based upon the severity of need. Events that require immediate attention are indicated by a brief description, or code, and a '1'. Other events are prioritized by 2's or 3's, along with a brief description and/ or code. Engineering configuration determines the event types that display. Maintenance should monitor the tab throughout the day much like a task/ work order list. SOP's for maintenance include performing weekly and monthly preventative maintenance routinely, as outlined on the Preventative Maintenance document. An Avail trainer teaches this course.

- **Audience**: Maintenance
- **Delivery Method**: On site with customer
- **Duration**: 1 hour
- **Curricula**: Maintenance tab in myAvail

- **Class Size**: 1-4
- **Prerequisites**: Vehicle Hardware Troubleshooting
- **Troubleshooting**: Review potential issues and identify solutions
- **Summary**: This course will include demonstrating for users the features and importance of using the Maintenance tab in myAvail to monitor vehicles on the road providing service.
- **SOPs**: Avail SOP 031 - Maintenance - Vehicle Health Monitoring v2

5 ADOPTION PHASE

5.1 DISPATCH ADVANCED FEATURES

Goal: Teach users about advanced features and functions available within the dispatch tool: including Timeline, Detour Management, Decision Support Tools, Public Messages, and the Routes Tab functions. SOP's for Operations include complete check in with operators, confirm assignment of operators and vehicles for all work, monitor OTP on the Status tab, update the pullout tab with assignments, take, respond to, and log events, communicate with operators as required, create incidents as required, document missed service hours and miles, and post public messages. A Training Team member teaches this course.

- **Audience**: Supervisor, Dispatcher, Trainer
- **Delivery Method**: On site with customer
- **Duration**: 1 hour
- **Curricula**: Dispatch tools
- **Class Size**: 2-8
- **Prerequisites:** myAvail Dispatch Training
- **Troubleshooting**: Review potential issues and discuss solutions
- **Assessment**: Multiple- choice examination for the Train the Trainer role, typically during the SAT phase
- **Summary**: This course intends to continue building dispatcher system knowledge. We will review the more advanced features and functions of the dispatch tool. These functions are typically not used daily but are important resources for dispatchers.
- **SOPs**: Avail SOP 012 - Dispatch - Route Monitoring and Operator Relief v2, Avail SOP 055 - Managing Public Messages v2

5.2 MORNING ROLLOUT SUPPORT

Goal: Identify and address any potential issues brought on by using the system for the first time. Reinforce best practice habits and maintain a positive and motivating environment. SOP's for operators include the importance of login and logoff, pre-trip documentation, using MDT schedule prompts to adhere to on time performance, communicate with dispatch as required, and check passenger counts twice during each shift. SOP's for Operations include complete check in with operators, confirm assignment of operators and vehicles for all work, monitor OTP on the Status tab, update the pullout tab with assignments, take, respond to, and log events, communicate with operators as required, create incidents as required, document missed service hours and miles. An Avail Training Team member supports this process.

- **Audience**: Supervisors, Dispatchers, Operators
- **Delivery Method**: On site with customer
- **Duration**: As Needed
- **Curricula**: On-site shadowing
- **Class Size**: Reflective of need
- **Troubleshooting:** Review potential issues and apply solutions
- **Summary:** The trainer will support operators with logging into the vehicles and support dispatchers as they assist all vehicles departures.

5.3 Train The Trainer Certification

Goal: During this final project phase for training, the site trainer/s will complete at least one formal teaching session and take the assessments for the in-vehicle and dispatch basics content, to demonstrate proficiency (hands- on demonstration/ performance and multiple-choice examinations). Avail's trainer will provide another coaching opportunity, as needed. An Avail rubric is used to objectively measure instructional delivery attributes. The rubric is provided to site trainer prior to the 'practice teaching session', to ensure their success and familiarity with the content delivery expectation and accuracy. The agency trainer must achieve 100% accuracy on the written evaluations, and may take the exam again, as needed. An Avail Training Team member teaches this course. This is the final piece of Avail's Train the Trainer certification protocol.

- **Audience**: Site Trainer
- **Delivery Method**: On site with customer
- **Duration**: 1-2 hours, varies
- **Curricula**: In-Vehicle MDT & Dispatch Basics
- **Class Size**: Individualized
- **Troubleshooting**: Review potential issues and apply solutions
- **Assessment**: Avail Train the Trainer includes 2 evaluative pieces: 1. demonstration performance/ hands- on teaching 2. multiple choice assessments (in-vehicle, dispatch basics)
- **Summary:** Avail's trainer provides the site trainer with the performance rubrics and evaluation tools needed to ensure the agency trainer completes a practice teaching session accurately, in addition to completing the written evaluations at a 100% success rate.

5.4 Passenger Information Tools

Goal: Teach agency staff how to use, and market, the myStop® webpage and phone apps to support ridership needs. Other agency websites may be used in this course to demonstrate functionality real time, to increase meaningfulness and for marketing exposure. Users will learn how to navigate real time public transit information to support

ridership questions- describe bus ID's servicing routes, see next departure times from stops, onboard counts, vehicle direction, and help riders set up the phone app (myStop) to view real time information from their phones. SOP's for customer service representatives include using myStop to support ridership questions, promoting use of myStop® phone apps, and encouraging customers to create their own accounts for stop notifications. An Avail Training Team member teaches this course.

- **Audience**: Marketing, Customer Service, Administration, Dispatch, Planners
- **Delivery Method**: Webinar or on site with customer
- **Duration**: 1 hour
- **Curricula**: myStop® applications- website & phone apps
- **Class Size**: 1-8
- **Prerequisites**: None
- **Troubleshooting:** Review potential issues, identify and apply solutions
- **Summary:** This course will demonstrate for customer service staff how to access real time reporting tools available to the public. Arming customer service representatives with quality information to convey to passengers who call in for assistance will quickly increase customer satisfaction.
- **SOPs:** Avail SOP 054 - Real-time Passenger Information Tools v2

5.5 SCHEDULE DATA ISSUES RESOLUTION 2

Goal: Reinforcing planner position content knowledge and skills acquisition. Working with the Avail trainer, the agency planner will resolve several cases that have known trigger box location/ sizing and/ or announcements timing, or route trace issues- in myAvail. This opportunity provides the customer with continued authentic experience using their new ITS planner tools, hands-on, to ensure their confidence, skills, and ability to make schedule data corrections where needed as a part of fully adopting and optimizing their new system and to support the management of portal cases.

- **Audience:** Planners
- **Delivery Method:** On site with customer/webinar
- **Duration:** As needed
- **Curricula:** Coaching/ reinforce content knowledge/ authentic skills application
- **Class Size:** Individualized
- **Prerequisites:** Schedule Data Management Overview
- **Assessment:** Embedded coaching/ guidance opportunities across users
- **Summary:** A training team member will provide hands- on coaching and support as the agency planner resolves cases in the Customer Portal.
- **SOPs**: Avail SOP 001 - Planning - Schedule Management Implementation v2, Avail SOP 002 - Planning - Daily Schedule Analysis v2, Avail SOP 004 - Planning - Manage Vehicle Announcements v2

5.6 Business Intelligence: Schedule Adherence Reports

Goal: Teach users how to use several planning reports to review and analyze OTP (on-time performance). Teaching focus will include a review of Schedule Adherence overview and analysis, Schedule Health, Running Times. SOP's for planning include the management of all schedule data, running reports regularly to identify improvements, complete all schedule data requirements at least three weeks in advance of use. SOP's for executive leadership include setting short term ITS goals, communicate across departments to ensure understanding and agency direction, perform follow up across departments to track progress, and confirm operational practice is aligned with vision. An Avail Training Team member teaches this course.

- **Audience**: Planners, Administrators
- **Delivery Method**: Webinar
- **Duration**: 1 hour
- **Curricula**: Business Intelligence
- **Class Size:** 1-4
- **Prerequisites**: None
- **Summary:** This course will provide planners and administrators with the knowledge necessary to locate, use and interpret planning reports; to ensure OTP is within agency guidelines.
- **SOPs:** Avail SOP 002 - Planning - Daily Schedule Analysis v2

5.7 Business Intelligence: Farebox & APC Reports

Goal: Teach users how to analyze APCs (automatic passenger counts), farebox data and ridership reporting to make transit-planning decisions. SOP's for planning include the management of all schedule data, running reports regularly to identify improvements, complete all schedule data requirements at least three weeks in advance of use. SOP's for executive leadership include setting short term ITS goals, communicate across departments to ensure understanding and agency direction, perform follow up across departments to track progress, and confirm operational practice is aligned with vision. An Avail Training Team member teaches this course.

- **Audience**: Planners, Schedulers, Administrators, Finance
- **Delivery Method**: Webinar
- **Duration**: 1 hour
- **Curricula**: Business Intelligence
- **Class Size:** 1-4
- **Prerequisites**: None
- **Summary:** This course will provide planners, schedulers and administrators with the knowledge necessary to interpret farebox and APC data for decision-making processes.

- **SOPs:** Avail SOP 003 - Planning - Farebox and APC Exceptions and Adjustments v2

5.8 NTD Compliance Reports

Goal: Teach management staff how to access the NTD (National Transit Database) reports in DataPoint. Use these reports to review agency statistics for UPT (unlinked passenger trips) values, miles and hours, trips sampled, etc. An Avail trainer typically teaches this course.

- **Audience**: Management staff
- **Delivery Method**: On site or webinar
- **Duration**: 1 hour
- **Curricula**: Compliance product suite
- **Class Size**: 1-4
- **Prerequisites**: schedule data accuracy, vehicle equipment in working condition, exceptions, adjustments, trip sampling are complete
- **Troubleshooting**: Review potential issues and identify solutions
- **Summary**: This course provides an overview of some of the statistical data needed for NTD requirements for reporting on passenger miles and hours
- **SOPs**: Avail 051

5.9 Maintenance Training 2

Goal: Train key maintenance personnel on the vehicle hardware equipment during the Adoption phase. During the training, Avail's FE representative (Field Engineer), reviews installation techniques, parts requirements, and best practices when addressing and troubleshooting hardware issues. This hands-on course taught by an Avail Field Engineer. The FE will also revisit the RMA process with the customer and provide additional support as needed to ensure optimal efficiency and accuracy in submitting RMAs. The Avail FE will also provide an APC diagnostic tool, and train maintenance personnel on its purpose and use when troubleshooting APC-related issues.

- **Audience:** Maintenance Personnel
- **Delivery Method:** Hands-on at the Customer Site
- **Duration:** 1-2-hour sessions, typically 2 sessions
- **Curricula:** CAD/AVL manuals and quick guides
- **Class Size**: 1-4
- **Prerequisites**: None
- **Troubleshooting Guide**: Maintenance Manuals & Related Materials
- **Summary:** This course includes hands-on practice and application to familiarize maintenance with the vehicle hardware. The FE (Field Engineer) will review how

parts interact with each other, identify potential issues and how to troubleshoot issues-referencing the installation manuals.

- **SOPs:** Avail SOP 030 - Maintenance - Pull Out_Start of Shift v2, Avail SOP 031 - Maintenance - Vehicle Health Monitoring v2, Avail SOP 032 - Maintenance - CAD-AVL Preventive Maintenance v2, Avail SOP 033 – Maintenance - Supervision_Management v2

5.10 Act 44 Metrics and Analysis

Goal: To assist transit agencies in building reliable metrics to be used for reporting at the state and local levels. This course provides best practices for why and how to use the Fixed Route Dashboard in Avail Technologies Business Intelligence reporting tool to consolidate reportable information and to identify and analyze data for Act 44 reporting requirements. A FAST team member teaches this course.

- **Audience:** Management Staff, Planners
- **Delivery Method:** Customer Site or Webinar
- **Duration:** 45 minutes - 1 hour
- **Curricula:** Business Intelligence, agency documents
- **Class Size**: 1-4
- **Prerequisites**: Business Intelligence Basics training
- **Troubleshooting**: A FAST team member will work with the customer to ensure accuracy.
- **Summary:** This course includes hands-on practice and application to familiarize the customer with how to manually enter outside metrics into BI, to consolidate reporting and generate a report for Act 44 metrics.



AVAIL'S MISSION

We retain customers for life by providing value through a balanced offering of superior products and services.

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4113
WITH AVAIL TECHNOLOGIES, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 28, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and AVAIL TECHNOLOGIES, INC. (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR replace MBL's existing Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) system, provide additional functionality, and migrate existing data from previous CAD/AVL system; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

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

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

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated February 23, 2022 ("RFP No. 23-8"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

a. This Agreement comprised of Sections 1 through 25.
b. RFP No. 23-8, attached hereto as **Exhibit "A."**
c. CONTRACTOR'S Proposal to RFP No. 23-8 dated April 20, 2023, attached hereto as **Exhibit "B"**.
d. CONTRACTOR'S "Best and Final Offer" to RFP No. 23-8 dated June 14, 2023, attached hereto as **Exhibit "C"**.
e. 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.

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP No. 23-8 and Contractor's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

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

C. CONTRACTOR shall be compensated at a sum not-to-exceed **Two Million, Seven Hundred and Nine Thousand, Two Hundred and Thirty-Nine Dollars ($2,298,478)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "C"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of the CITY.

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

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

F. Contingency Funding. CONTRACTOR acknowledges and understands that CITY has reserved contingency funds to be awarded to CONTRACTOR in addition to the Compensation defined above if and only if all of the following conditions are met:

1) Upon inspection of CITY's CAD/AVL System, CONTRACTOR, using its best and experienced judgment determines that CITY requires additional subcomponents, equipment, and infrastructure not included in **Exhibit "A and B"**; and
2) CONTRACTOR submits in writing to CITY work specifications and projected costs associated with extra equipment, products, or services; and

3) CITY has an opportunity to review, comment, and request revisions and/or recommendations to such equipment, products, or services; and

4) CITY approves the purchase of such equipment, products, or services and both Parties execute a binding "First Amendment" to this Agreement for the purpose of awarding CONTRACTOR additional funding from CITY's approved Continency Amount in an additional amount of up to, and including, One Hundred Thousand Dollars and Zero Cents ($100,000); and

5) CONTRACTOR receives a written Notice to Proceed from CITY specifically for the requested equipment, products, or services.

SECTION 3. TERM.

This Agreement shall commence on **June 28, 2023**, and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated earlier as hereinafter provided. Each of the two (2), one-year options is contingent on mutual agreement of the Parties regarding the hourly billing rates for such option year and shall only be effective upon a duly executed amendment presented to the City's City Council for approval.

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all non-proprietary work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONTRACTOR

may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by

giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONTRACTOR. The CITY shall

have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than **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:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

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

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Such coverage may be combined with the Commercial General Liability limits.

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

c. 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.

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

e. **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 upon renewal of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

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

f. 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 CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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

i. The CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers shall be included as additional insureds, to the extent of CONTRACTOR'S indemnification obligations under this Agreement and up to the required insurance coverage amount, on the CONTRACTOR's general liability and automobile policies of insurance

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement including the CITY, its officers, employees, agents and volunteers as additional insureds where required by written contract. Coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. Approval of self-insured retentions and deductibles shall not be

unreasonably withheld upon CONTRACTOR's demonstration of financial capacity to carry said deductibles and self-insured retentions. At the option of the CITY, the CONTRACTOR shall procure a financial guarantee of CONTRACTOR's parent company guaranteeing payment of losses and related claims investigation, administration and defense expenses that fall within the policy self-insured retentions and deductibles.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

SECTION 22. NOTICE.

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

If to CITY:
City of Montebello
Attn: Arlene Salazar, Assistant City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to:
City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
akendricks@cityofmontebello.com

If to Contractor:
Avail Technologies, Inc.
Attn: Kevin McKay, Chief Operating Officer
1960 Old Gatesburg Road, Ste. 200
State College, PA 16803
(814) 234 - 3394
kmckay@availtec.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[**SIGNATURE PAGE TO FOLLOW**]

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

("CITY")	("CONTRACTOR")
CITY OF MONTEBELLO	**AVAIL TECHNOLOGIES, INC.**
_____	_____
Arlene Salazar, Assistant City Manager	Kevin McKay, Chief Operating Officer
Date: _____	Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 23-8
- Exhibit B – Contractor's Proposal to RFP No. 23-8 dated April 20, 2023
- Exhibit C – Contractor's "Best and Final Offer" to RFP No. 23-8 dated June 14, 2023

Exhibit “A”

RFP No. 23-8

Exhibit “B”

CONTRACTOR’S PROPOSAL TO

RFP NO. 23-8 DATED APRIL 20, 2023

Exhibit “C”

CONTRACTOR’S “BEST AND FINAL OFFER” TO

RFP NO. 23-8 DATED JUNE 14, 2023

ITEM # 19

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **ADOPT RESOLUTION NO. 23-55 APPROVING MONTEBELLO BUS LINES' COMPREHENSIVE OPERATIONS ANALYSIS FINAL REPORT AND AUTHORIZE STAFF TO BEGIN IMPLEMENTATION OF THE PLAN**

DATE: June 28, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-55 approving Montebello Bus Lines' (MBL) Comprehensive Operations Analysis (COA) Final Report; and Authorize Staff to begin Implementation of the Plan; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The recommended action does not have a fiscal impact. The adopted Fiscal Year 2023-24 budget includes appropriations sufficient for Montebello Bus Lines' (MBL) current operational model. However, depending on the recommendations in the final report, budget adjustments may be necessary.

BACKGROUND/DISCUSSION:

Montebello Bus Lines' (MBL) transportation system serves 2.5 million passengers annually across thirteen communities with seven local bus lines and one express line. The current transportation network area serves the north end of the Gateway Cities region with bus lines going to major regional destinations such as Downtown Los Angeles, East Los Angeles College (ELAC), and the Shops at Montebello.

On May 12, 2021, City Council awarded professional services Agreement No. 3885 to Nelson/Nygaard Consulting Associates, Inc. (Consultant) to conduct a comprehensive

operations analysis (COA) of the MBL transit network. The purpose of the COA was to provide an in-depth evaluation of MBL's existing transportation system, identify community priorities, and determine action items to improve MBL's effectiveness, efficiency, and sustainability during and after the Covid-19 Pandemic.

The Consultant conducted a detailed statistical study of MBL's transportation network to determine potential improvements, possible realignments, or line discontinuations. Community outreach and a rider characteristics study followed this analysis with pop-up events, an online survey, and an on-board survey. The final report combines statistical analysis and community outreach into a service recommendation plan broken into four phases, a mobility hub recommendation, and a fare policy recommendation.

ENVIRONMENTAL:

N/A

ANALYSIS:

The Final Recommendations of the study are as follows:

- Service Recommendations:

The COA outlines four phases to adjust MBL services to provide more regional connectivity, reduce wait times, and to incrementally increase "revenue hours" based on resources and service demands. A revenue hour is defined as the time a bus is in service or when a bus is generating revenue. Each phase would also require an increase in "peak vehicle" usage. Peak vehicle usage is the maximum number of buses in operation on a service line.

The four phased recommendation plan is designed as an incremental approach to reduce customer wait times with increased service availability and improve regional connectivity. Phase 1 recommendations extend certain service lines to destinations such as California State University, Los Angeles, and make various line adjustments. Phases 2, 3, and 4 increase the frequency of pick-ups and add additional service days to high-performing routes. Each Phase's implementation requires three (3) to six (6) additional peak vehicles.

- Montebello Mobility Hub:

The Consultant found a desire to create a "mobility hub" during the public outreach portion of their research. A mobility hub is a public space with amenities designed to improve the public transit riders' experience. The hub functions as a public space designed as a transportation center with access to restrooms, first/last mile bus connectors, and can also serve as a community activity area.

- Fare Policy Options:

The Consultant included six (6) possible fare adjustments in the COA based on a peer review study of similarly sized agencies. The Consultant recommends the "Modified Fare Scenario" option for MBL. This fare adjustment would include a base fare rate increase of fifteen cents ($0.15), a fifty-cent ($0.50) transfer fare, and free fare for K-12 students. The projected impact of these changes would be an increase of 51,000 riders (3% increase) and a $54,000 decrease in farebox revenue (4% decrease).

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 23-55, approving MBL's COA Final Report; and direct staff to take such additional and related actions that may be desirable.

While the COA establishes goals, objectives, and procedural steps to streamline MBL operations, it does not commit MBL to any specific expenditures. Staff will publish any major proposed changes stemming from the COA and allow the community the opportunity to review and comment on the possible changes. Furthermore, if there are changes that must be made to the Transit Department's budget, such action will be presented to the City Council.

ATTACHMENT(S)

1. Attachment A - Comprehensive Operational Analysis Final Report
2. Attachment B - Resolution No. 23-55

NEXT STEPS:

N/A



Montebello
BUS LINES

Comprehensive Operational Analysis
Final Report

April 2022

NELSON NYGAARD

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1 EXECUTIVE SUMMARY

MONTEBELLO BUS LINES OVERVIEW

The City of Montebello has operated Montebello Bus Lines (MBL) since 1922. MBL is the third largest municipal bus system in Los Angeles County. MBL provides transit services in Montebello as well as the neighboring communities of Alhambra, Bell Gardens, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

PROJECT GOALS

In July 2021, the City of Montebello initiated a Comprehensive Operational Analysis (COA) of the MBL system. Goals of the COA included:

- Evaluating transit needs within the study area
- Identifying community priorities for transit
- Creating a more effective, efficient, and sustainable transit system
- Creating an implementable plan to optimize and expand MBL

This executive summary highlights key study findings and plan recommendations.

PROJECT TIMELINE

The COA included a range of analyses and activities to develop a cross-sectional understanding of the existing MBL system and reveal opportunities for improvement. Community participation was a critical component of the study and was incorporated throughout the project schedule. COA recommendations were finalized in March 2023.



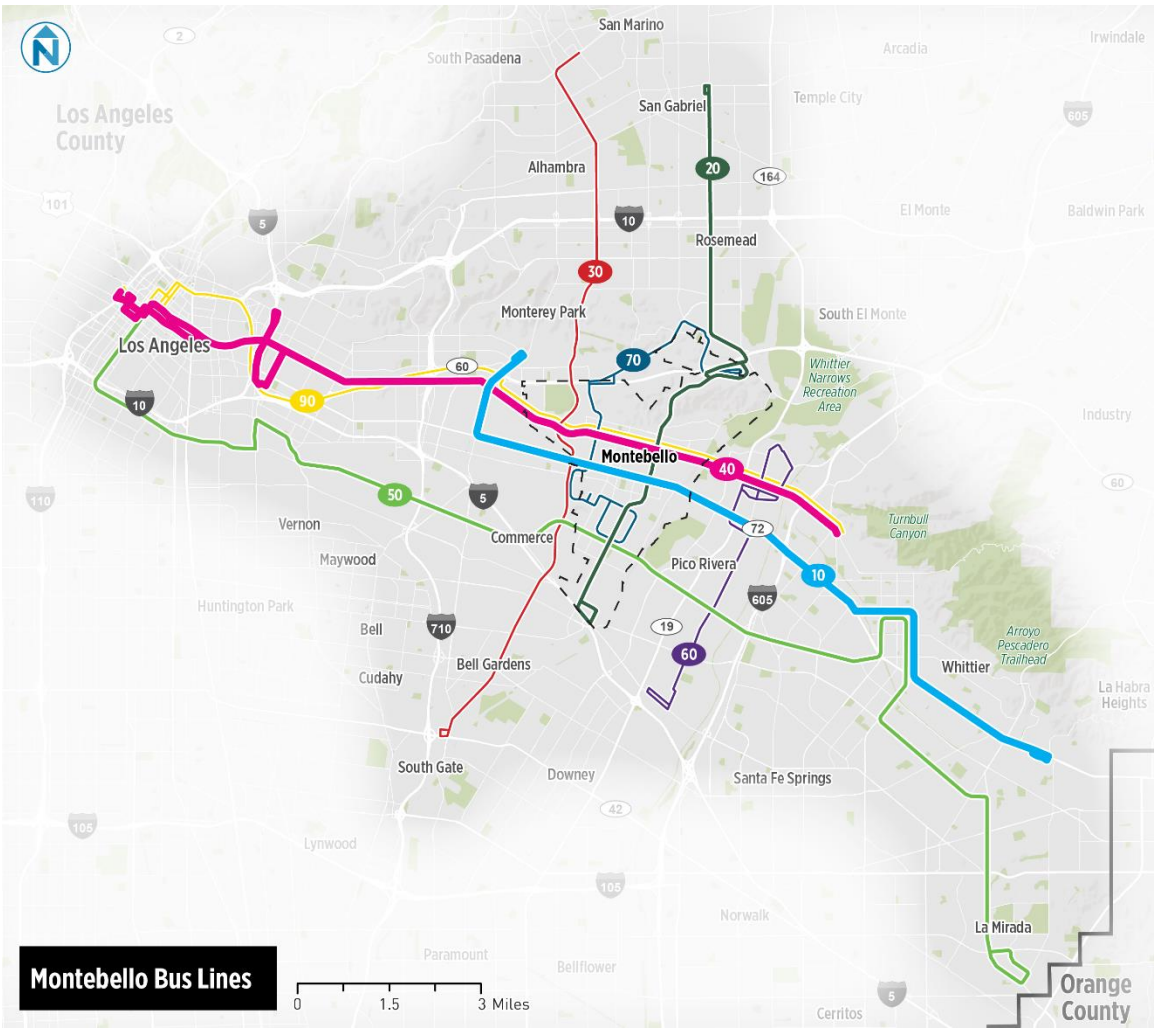
KEY FINDINGS

The first phase of the COA consisted of a detailed review of the MBL system. This phase also examined socio-economic conditions, employment characteristics, and regional connections within the study area. The system analysis yielded the following findings:

MBL provides an extensive transit network.

The MBL network consists of seven local lines and one express line all of which extend well beyond Montebello city limits. MBL serves several major regional destinations that include Downtown Los Angeles, East Los Angeles College (ELAC), the Shops at Montebello, and Uptown Whittier. MBL route alignments are generally direct and intuitive and operate primarily along arterial streets.

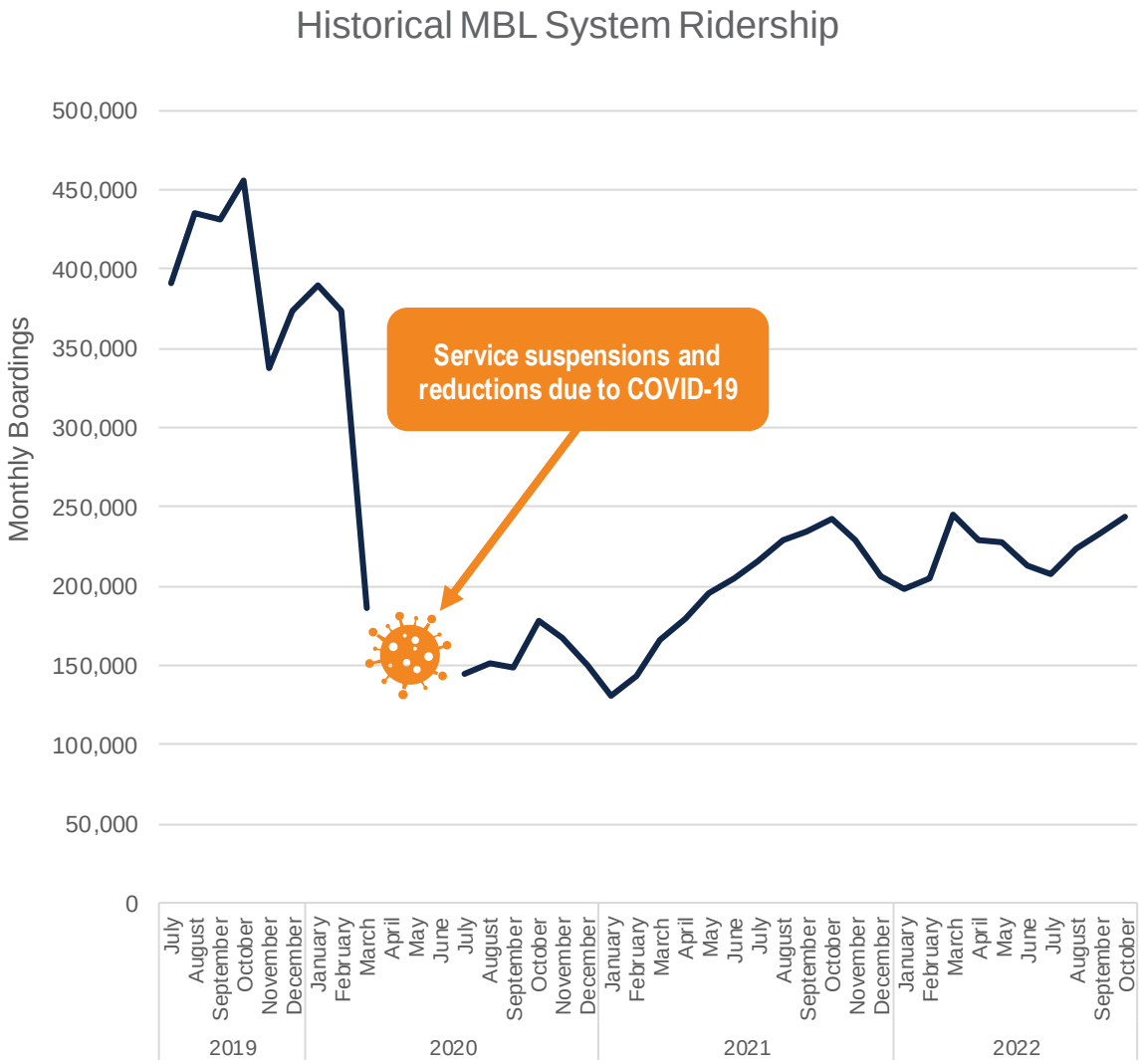
California State University Los Angeles (Cal State LA), Rio Hondo College, and the South Pasadena Gold Line Station are major unserved destinations that are within two miles of existing MBL service.



MBL ridership has not fully recovered but is trending upwards.

Like all transit providers across the country, MBL experienced severe ridership declines between March and July 2020 due to the COVID-19 pandemic. MBL implemented significant service suspensions and reductions during this timeframe.

Since July 2020, system ridership has increased steadily year over year. As of October 2022, weekday ridership is at approximately 50% of pre-pandemic levels and weekend ridership is at just over 60% of pre-pandemic levels. These trends indicate that fewer workers are using MBL for weekday commute trips while weekend service remains popular for work and shopping trips.

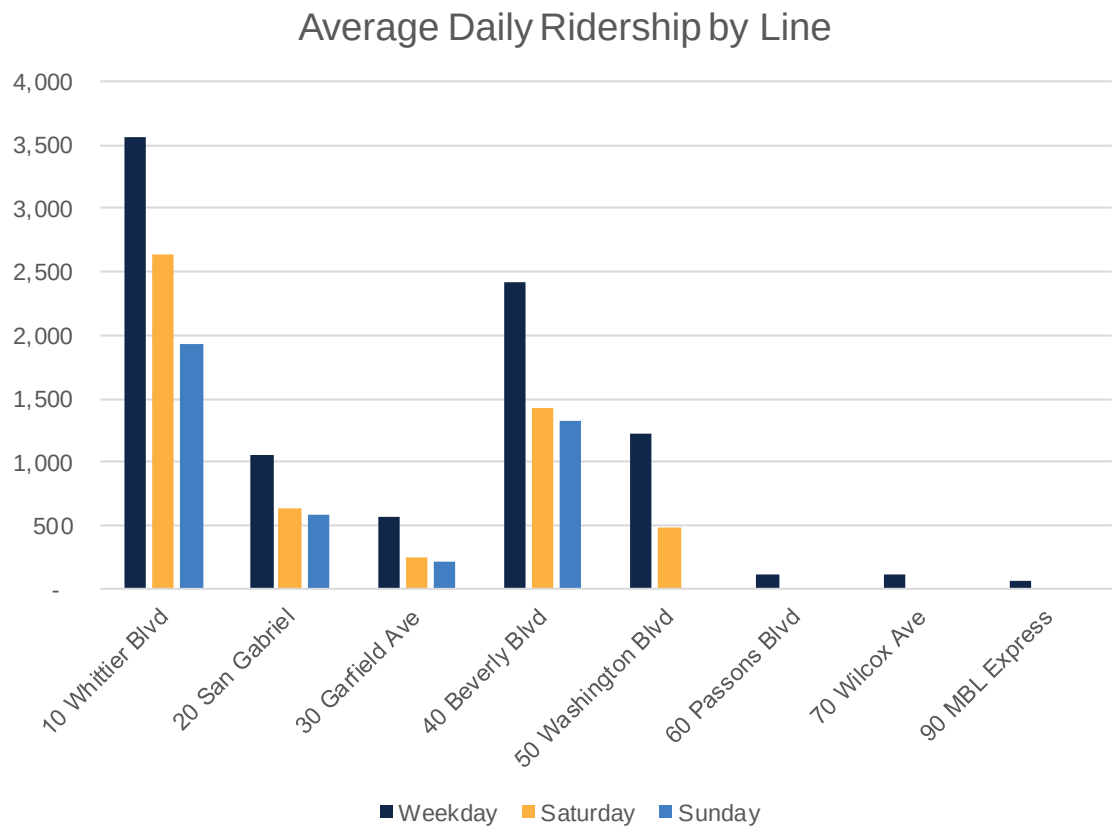


Lines 10 and 40 are MBL's core services.

Lines 10 Whittier Boulevard and 40 Beverly Boulevard account for over 65% of MBL's total system ridership. Both lines offer riders frequent service every 17-20 minutes and daily operation.

Lines 20 San Gabriel, 30 Garfield Ave, and 50 Washington Blvd represent the second tier of MBL routes with moderate ridership. While Line 20 has lower daily ridership than Lines 10 and 40 due to its shorter length, it maintains similar passenger loads, indicating a need for more frequent service. Line 50 does not operate on Sunday.

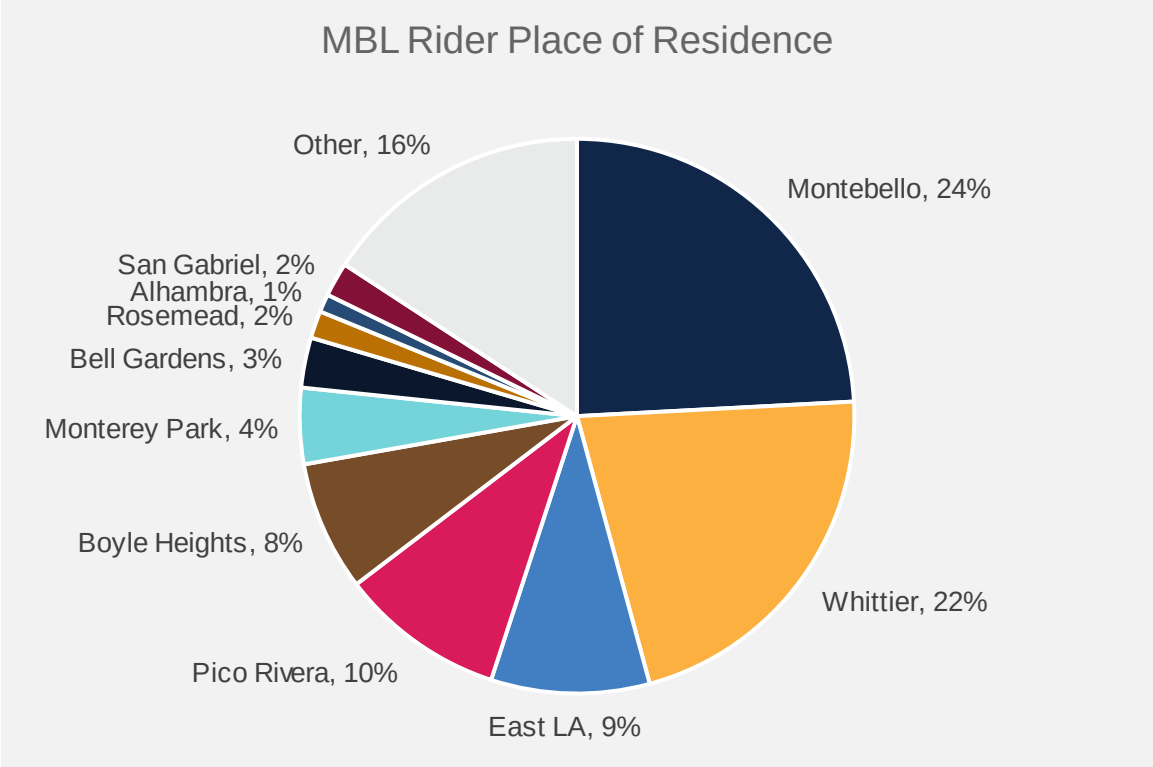
Lines 60 Passons Blvd, 70 Wilcox Ave, and 90 MBL Express operate exclusively on weekdays and have very low ridership compared to other MBL routes. Line 70 operates almost entirely within the City of Montebello and serves key destinations, such as the Montebello/Commerce Metrolink Station and the Shops at Montebello. Line 90 provides Montebello residents with a fast and direct connection to Downtown LA. Line 60 primarily serves El Rancho High School students in Pico Rivera and is the only line that does not operate within the City of Montebello.



MBL is a critical transportation service for residents of Montebello and several other communities.

Nearly one-quarter of MBL riders are Montebello residents. Other cities and communities with a high number of residents that ride MBL include Whittier, East LA, Pico Rivera, and Boyle Heights.

Montebello, Whittier, Downtown LA, East LA, and Pico Rivera are the top five destinations for MBL riders.



Improved facilities are needed for MBL riders and operators.

While the Shops at Montebello and Montebello/Commerce Metrolink Station function as adequate connection points between MBL lines and other transit services, the City of Montebello lacks a formal transit hub.

End-of-lines are critical locations for bus operators to take scheduled breaks. Several MBL lines lack dedicated and/or easily accessible restroom facilities.

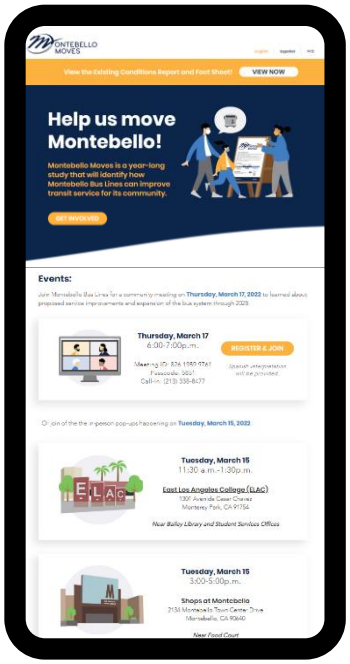
MBL riders and operators would benefit from the creation of a formal transit hub within the City of Montebello and improved facilities at end-of-lines.

COMMUNITY PARTICIPATION

The MBL COA included community outreach efforts at multiple stages of the project, summarized below:

- **A project brand** – *Montebello Moves* **–** used in all community outreach.
- **On-board surveys** to understand rider characteristics and satisfaction.
- **Online surveys** to reach a broader audience, including non-riders.
- **Flyers on buses** to inform riders of surveys, events, and proposed changes.
- **Pop-up events** to meet the public at community events and activity centers.
- **Virtual meetings** to provide project updates and obtain community feedback.
- **Stakeholder meetings** to discuss transit issues and opportunities.
- **Project website** to review study deliverables and proposed changes.
- **Presentations** to regional partners and LA Metro service councils.

These outreach activities were invaluable to the project team and provided a better understanding of transit needs and community priorities.



Project website on mobile device



Montebello Moves project team conducting outreach at ELAC

SERVICE RECOMMENDATIONS

The COVID-19 pandemic had significant impacts on transit service in the Los Angeles region. In many ways, MBL is still contending with the consequences.

Meeting the evolving transit needs of the MBL service area requires a commitment to system optimization and expansion. However, the continued shortage of operators and mechanics along with changes in ridership patterns have made it difficult to anticipate and address long-term service needs.

To respond to this inherent uncertainty, the recommendations presented in this report are divided into four phases, each requiring approximately a 5-15% increase in revenue hours. This approach allows MBL to make incremental service improvements as resources allow and as warranted by demand for service.

Phase 1 Service Recommendations

Phase 1 increases service availability, improves regional connectivity, and addresses operational challenges.

Phase 1 service recommendations include:

- Extending Line 10 to Cal State LA.
- Extending Line 30 to the South Pasadena Gold Line Station.
- Splitting Line 50 into two lines (50 and 55) to improve operational efficiency.
- Shortens Line 55 from Santa Gertrudes Ave to Imperial Hwy in La Mirada.
- Discontinuing Line 60 due to low ridership and lack of service within Montebello.

Phase 1 recommendations would require a 15% increase in revenue hours and 3 additional peak vehicles.

Phase 2 Service Recommendations

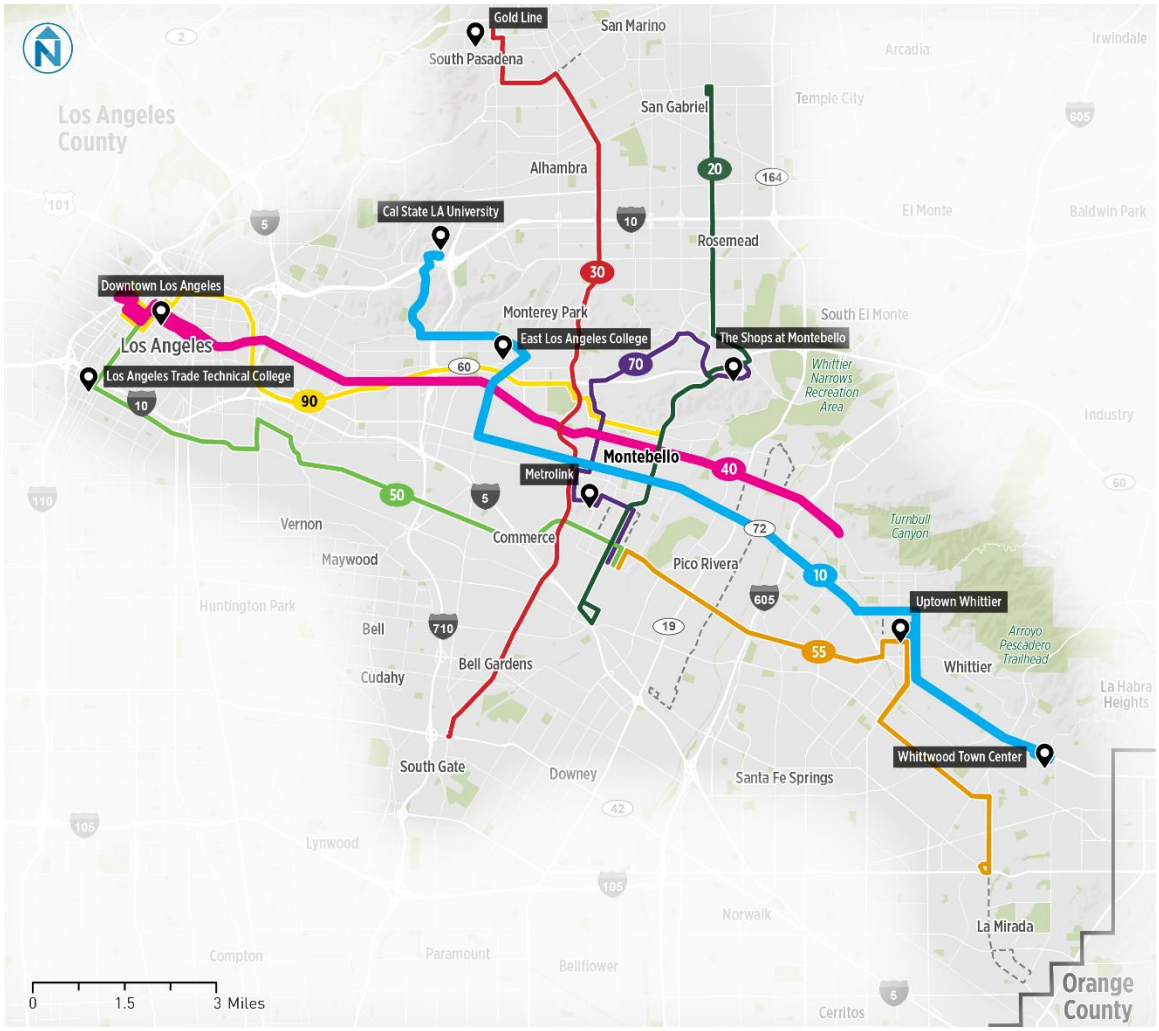
Phase 2 creates a more robust transit network with upgraded frequencies on Lines 20 and 30, later service on high-performing routes, and daily service on all local lines.

Phase 2 service recommendations include:

- Upgrading Line 20 to 30-minute frequency on weekdays.
- Upgrading Line 30 to 30-minute frequency on weekdays.
- Extending late night service on Lines 10, 20, 30, 40, 50, and 55.
- Adding Sunday service on Lines 50 and 55.
- Adding Saturday and Sunday service on Line 70.

Phase 2 recommendations would require a 14% increase in revenue hours and 4 additional peak vehicles.

Phase 1 Recommended MBL Network



Phase 3 Service Recommendations

Phase 3 upgrades weekday frequencies Lines 10, 50, and 55 to increase convenience, reduce wait times, and improve connections between lines, specifically:

- Upgrading Line 10 to 15-minute frequency on weekdays.
- Upgrading Line 50 to 30-minute frequency on weekdays.
- Upgrading Line 55 to 30-minute frequency on weekdays.

Phase 3 improvements would require an 9% increase in revenue hours and 6 additional peak vehicles.

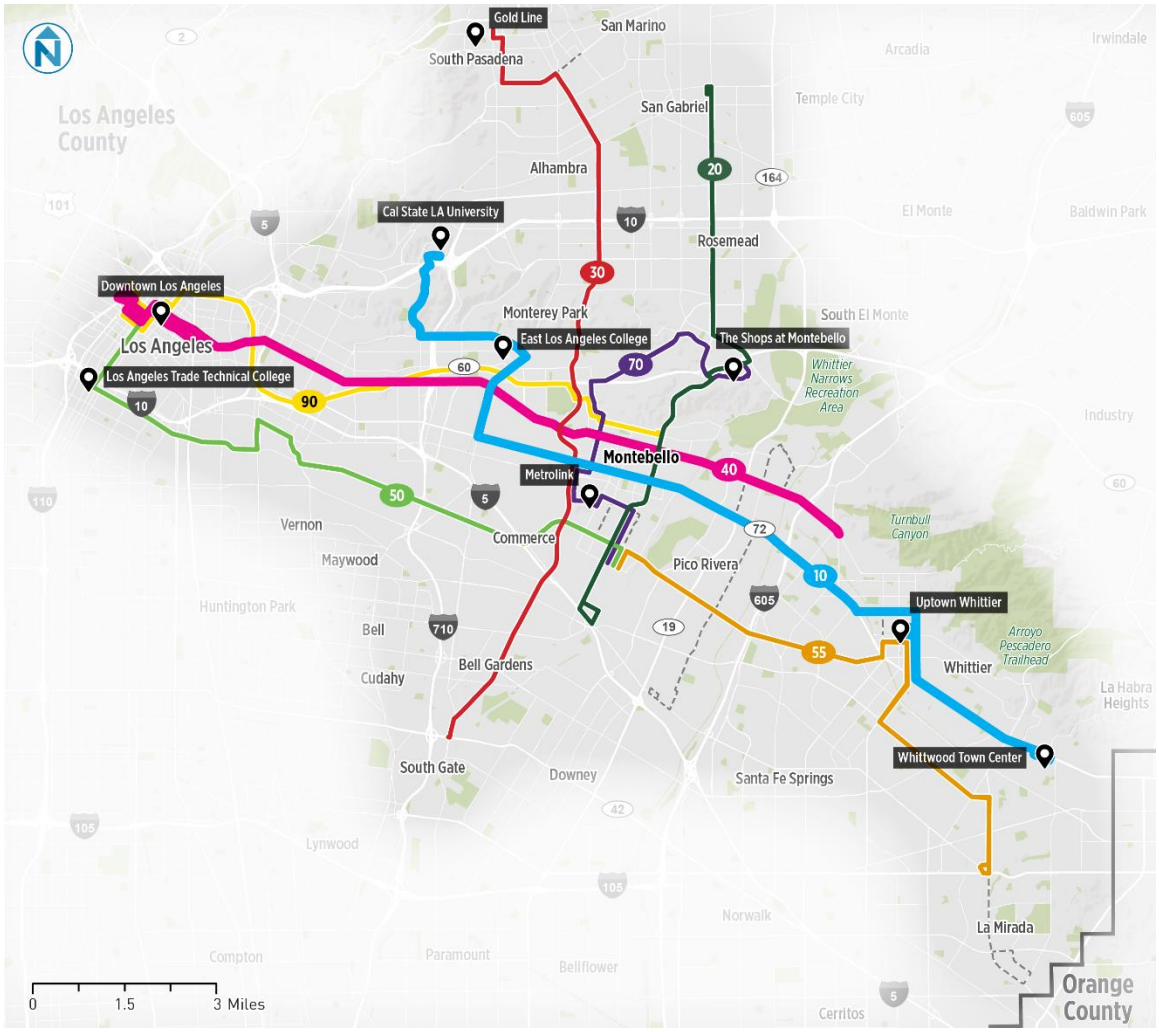
Phase 4 Service Recommendations

Phase 4 upgrades weekday frequencies on Lines 40 and 70, specifically:

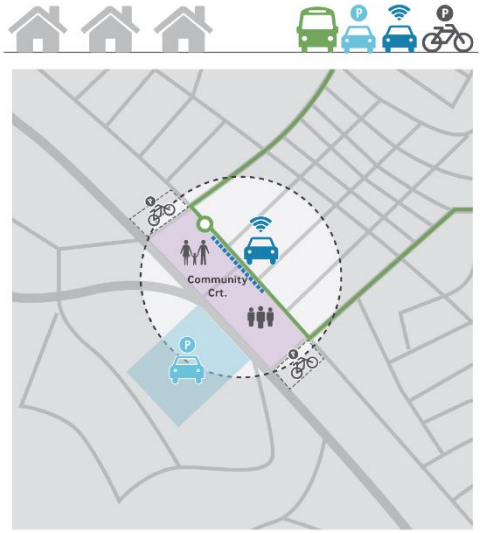
- Upgrading Line 40 to 15-minute frequency on weekdays.
- Upgrading Line 70 to 30-minute frequency on weekdays.

Phase 4 improvements would require a 5% increase in revenue hours and 4 additional peak vehicles.

Phase 4 Recommended MBL Network



MONTEBELLO MOBILITY HUB



During the project outreach process, the study team collected feedback from riders and identified a desire for more amenities at bus stops, such as seating, lighting, and real-time information displays. The study team also interviewed bus operators who expressed a need for better access to restrooms at end-of-lines.

Mobility hubs were identified as a potential solution to improve the rider experience, provide better access to first mile/last mile solutions, and resolve some operator challenges. Mobility hubs are public spaces designed and maintained to bring together frequent transit service, supporting amenities, sustainable mobility choices, and community-serving activities in one place.



While multiple locations in Montebello could support the creation of a mobility hub, South Montebello, specifically the vicinity of Greenwood Ave and Washington Blvd, was identified as the priority location for a mobility hub.

Potential mobility hub elements could include:

- Bus bays for connections and layovers
- Seating and shade
- Restrooms for riders and operators
- Real-time arrival information
- Off-board payment
- Space for bike and shared mobility parking
- Vending space
- Wayfinding
- Placemaking features such as green space and public art

FARE POLICY

The COA also included a review of MBL's existing fare policy, a peer review of other similarly sized agency's fare policies, and an evaluation of potential alternative fare policies for future consideration.

The results of the peer review identified several trends, industry best practices, and considerations applicable to MBL, including:

- MBL charges a full fare for internal transfers, while most peers offer transfers for free or under $0.50
- MBL does not offer a monthly pass outside of the relatively expensive EZ pass
- Some agencies, like Big Blue Bus, are incentivizing TAP card usage by providing discounted fares or transfers when using this fare product

Six different preliminary scenarios for fare structures and pricing changes were developed to evaluate potential impacts to MBL ridership and revenue.

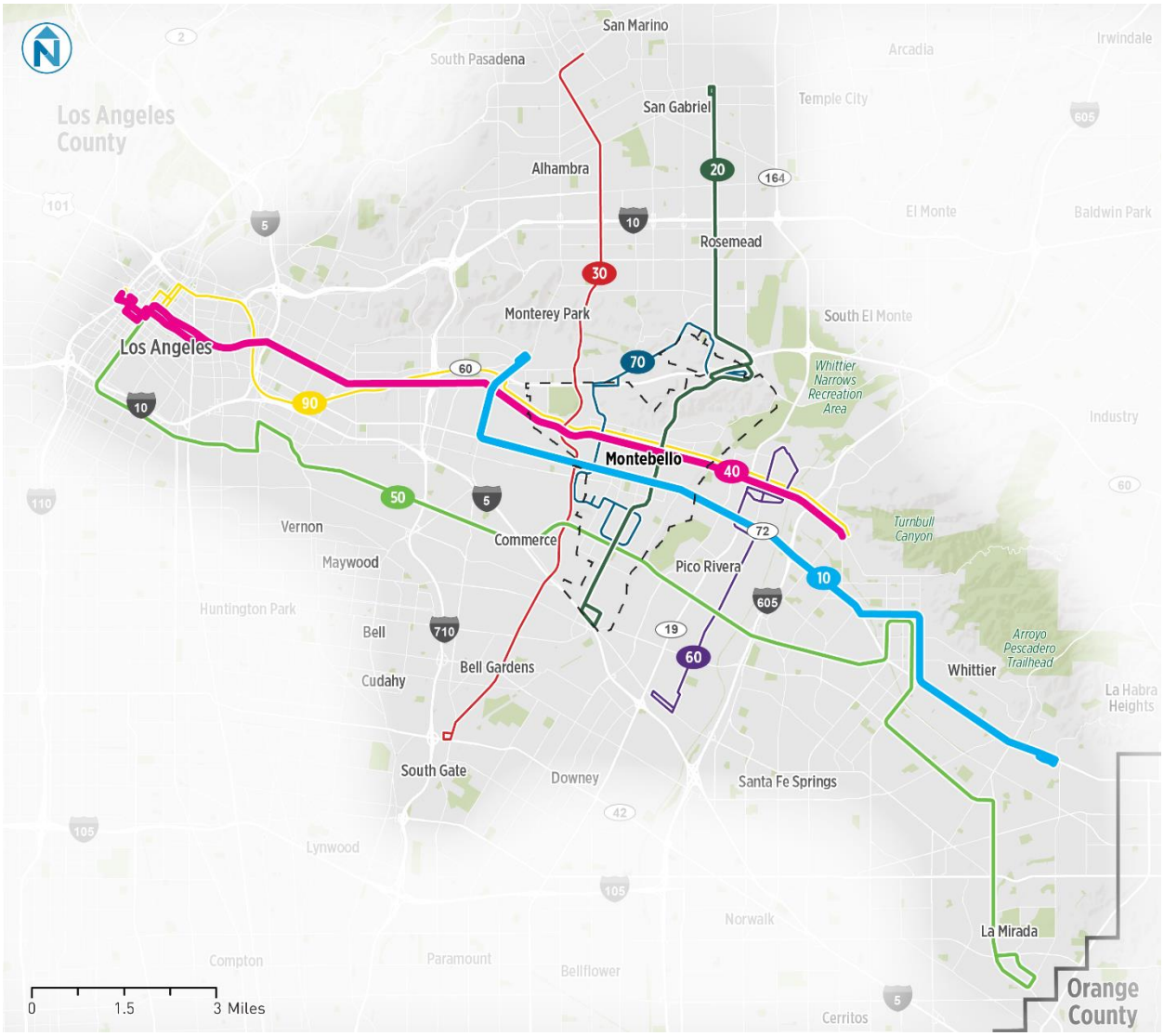
Following a presentation of the preliminary fare scenarios and associated impacts, a preferred fare scenario was developed in coordination with MBL staff to incorporate aspects of several preliminary fare scenarios. The preferred fare scenario is intended to create a simplified, easier to understand fare structure that better aligns with peer agencies and continues to emphasize equity within the community.

The preferred fare scenario would raise the base fare from $1.10 to $1.25 and include a $0.50 transfer to align with peer agencies. K-12 students would ride fare free, thus eliminating cost barriers to transit and increasing rider patronage.

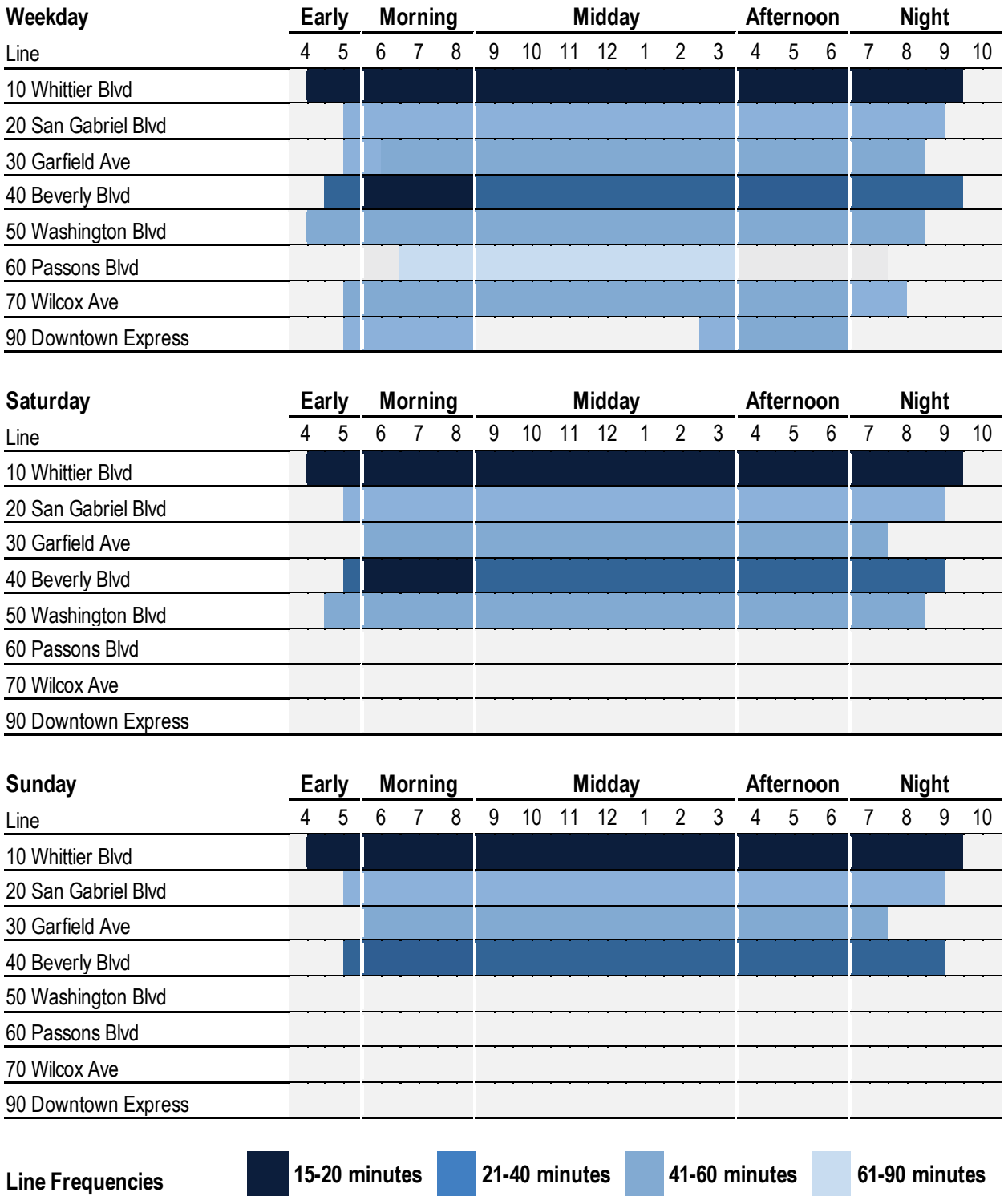
2 SYSTEM OVERVIEW

MBL provides excellent transit in Montebello and neighboring areas.

Montebello Bus Lines consists of eight lines with varying frequencies and days of service. Lines 10, 20 and 40 provide frequent, daily service. Lines 30, 50, 60 and 70 are less frequent with limited weekend service. Line 90 is weekday peak hour express service.



Service Span and Frequency

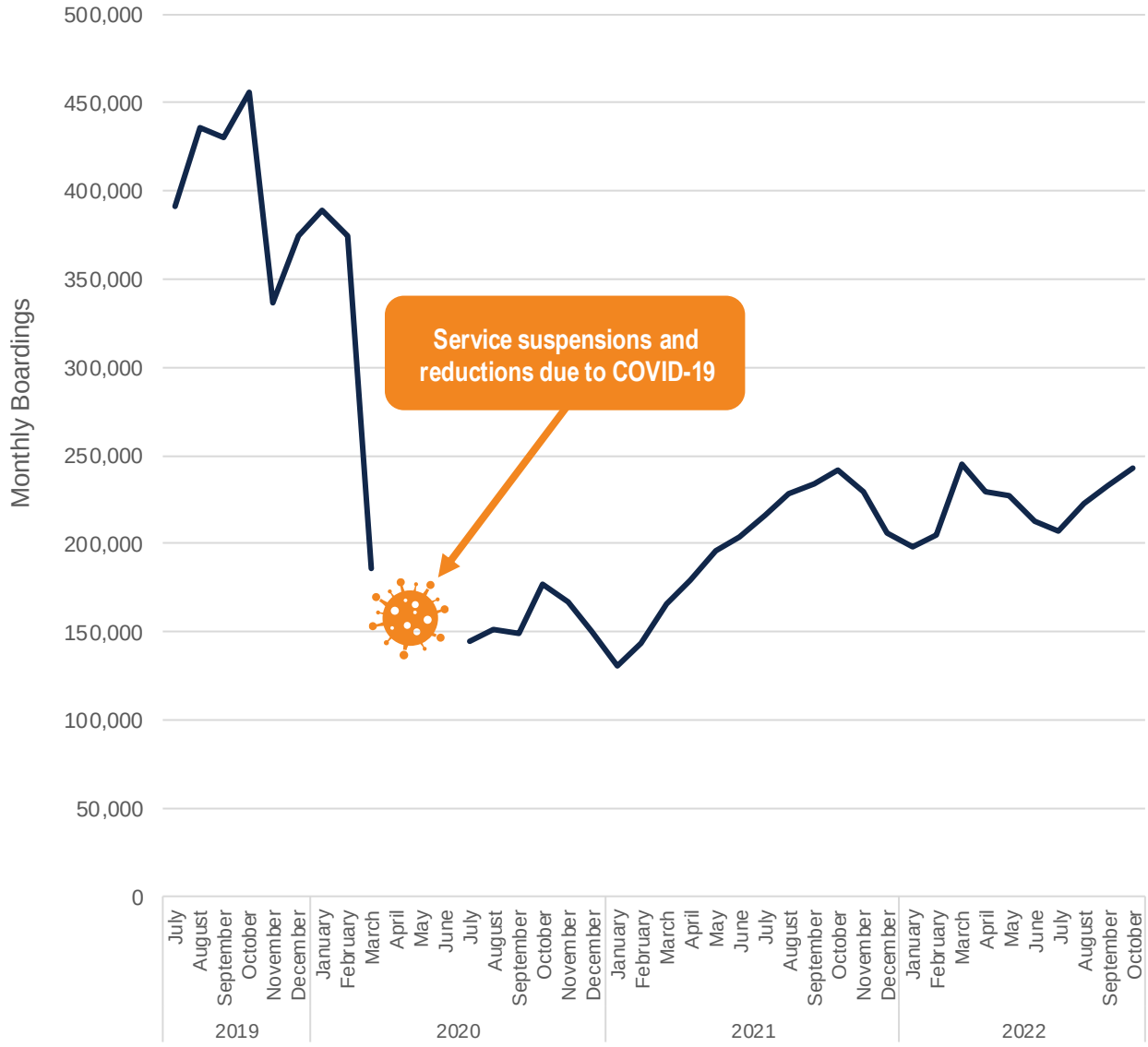


RIDERSHIP AND ON-TIME PERFORMANCE

Historical System Ridership

Montebello Bus Lines experienced a significant decline in system ridership in March 2020 when service was suspended and reintroduced at a reduced level due to the COVID-19 pandemic. Accurate ridership data was not collected between April and June 2020 as riders were required to rear from the back door and fares were not enforced.

Since July 2020, system ridership has increased steadily. Weekday ridership is at approximately 50% of pre-pandemic levels and weekend ridership is at just over 60% of pre-pandemic levels. These trends indicate that fewer employees are using MBL for weekday commute trips while weekend service remains popular for employment and shopping trips.



Ridership Distribution

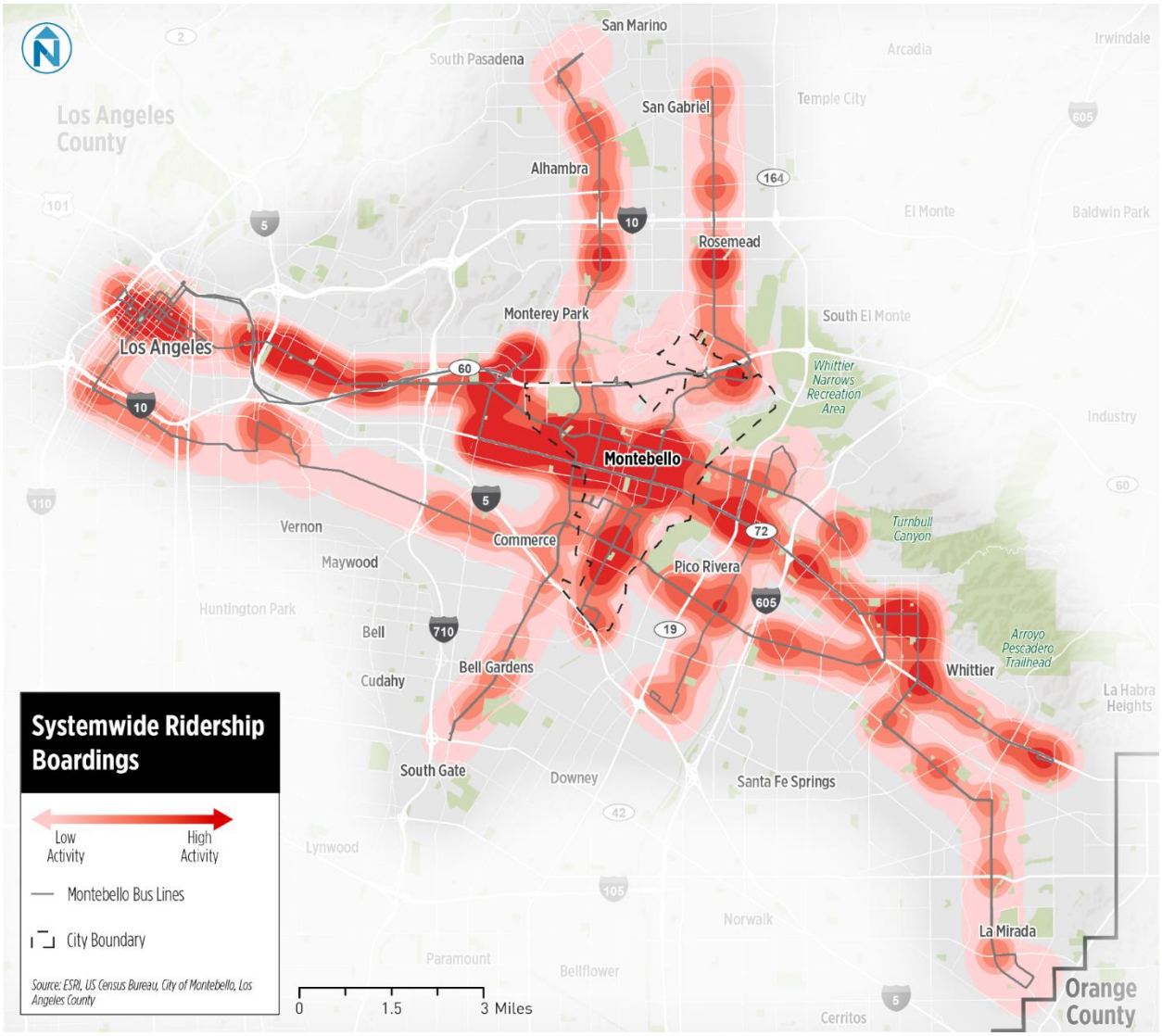
MBL ridership is highly concentrated along two corridors:

- Whittier Boulevard between Atlantic Boulevard and Whittwood Town Center
- Beverly Boulevard between downtown Los Angeles and the San Gabriel River

Other corridor segments with high to moderate ridership include:

- Greenwood Avenue between Beverly Boulevard and Telegraph Road
- Washington Boulevard between Greenwood Avenue and Whittier Boulevard
- Garfield Avenue between Graves Avenue and Downtown Alhambra
- San Gabriel Boulevard between Valley Boulevard and the Shops at Montebello

Weekday System Ridership



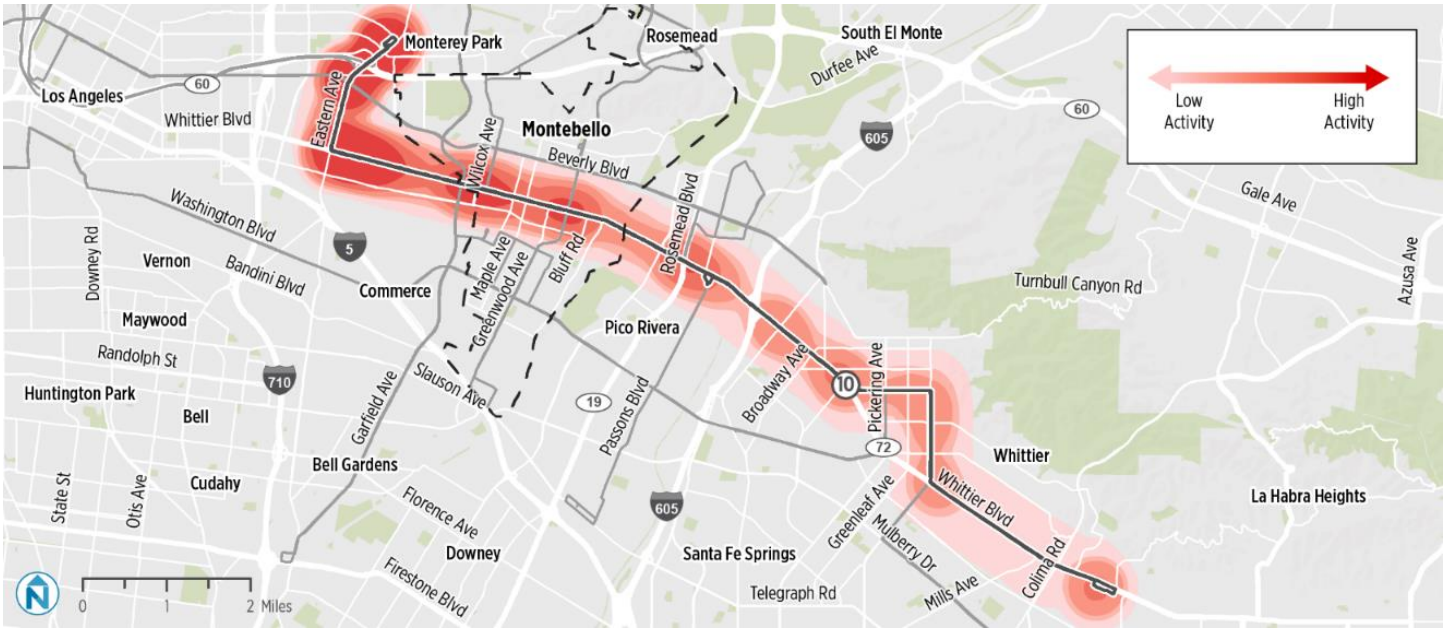
Line 10 Whittier Blvd

Line 10 Whittier Blvd provides east-west service between East Los Angeles College, Montebello, Uptown Whittier, and Whittwood Town Center. The line operates along Atlantic Blvd, Whittier Blvd, Philadelphia St, and Painter Ave. Major destinations along the line include East Los Angeles College, Commerce Center, Downtown Montebello, Uptown Whittier, Whittier College, and Whittwood Town Center.

Service Parameters

	Weekday	Saturday	Sunday
Service Span	4:30 AM – 9:45 PM	4:30 AM – 9:45 PM	4:30 AM – 9:45 PM
Frequency	17	17	17
Cycle Time	170	170	170
Peak Vehicles	10	10	10
Daily Ridership	3,550	2,650	1,950

Ridership Activity



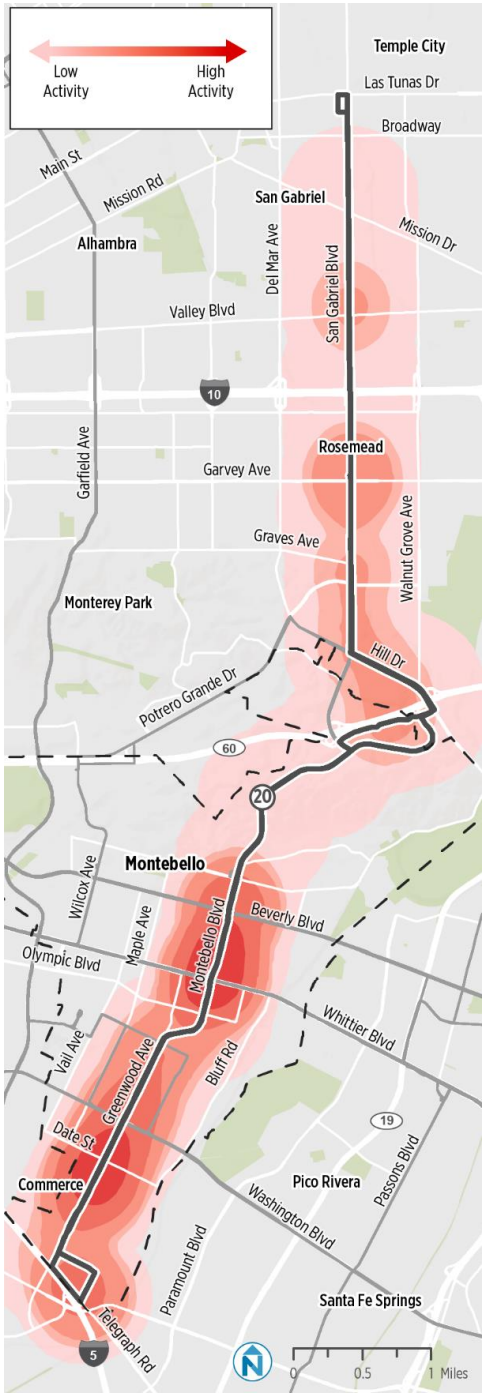
Line 20 San Gabriel Blvd

Line 20 San Gabriel Blvd provides north-south service between San Gabriel, Rosemead, Montebello, and Rancho San Antonio. The route operates along San Gabriel Blvd, The Shops at Montebello, Montebello Blvd, Greenwood Ave, and operates a terminal loop to the south along Telegraph Rd, Gage Rd, and Union St. Major destinations served by the line include the Rancho San Antonio neighborhood, the Shops at Montebello, and the residential and commercial areas near San Gabriel Blvd & Garvey Ave.

Service Parameters

	Weekday	Saturday	Sunday
Service Span	5:30 AM – 9:30 PM	6:00 AM – 9:00 PM	6:00 AM – 9:00 PM
Frequency	45	45	45
Cycle Time	135	135	135
Peak Vehicles	3	3	3
Daily Ridership	1,100	650	600

Ridership Activity



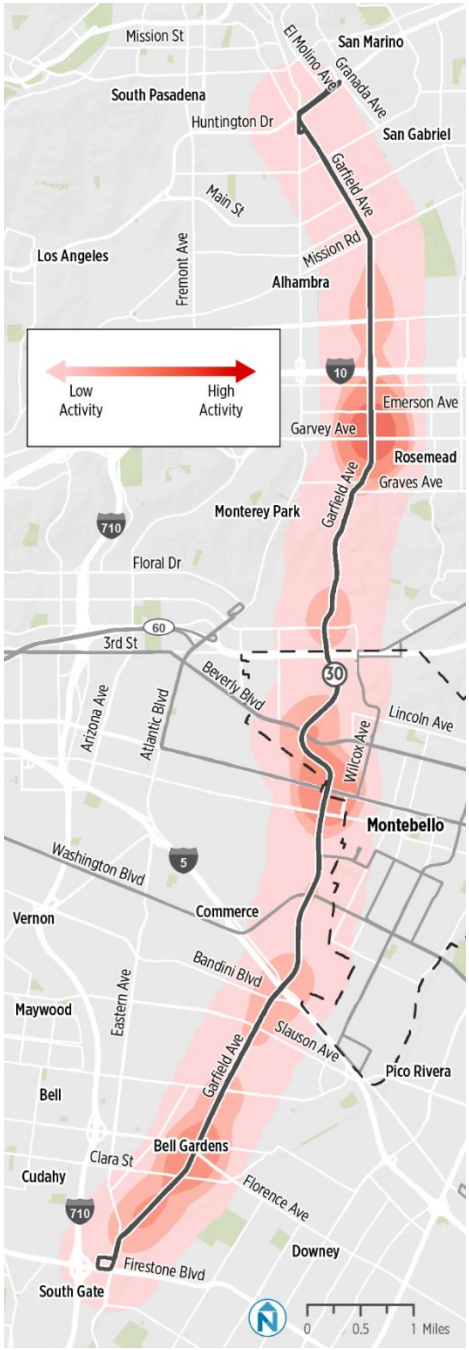
Line 30 Garfield Ave

Line 30 Garfield Ave provides north-south service between Alhambra, Monterey Park, Rosemead, Montebello, Commerce, Bell Gardens, and South Gate. The line operates along Huntington Dr and Garfield Ave. Major destinations served by the line include several retail areas near major intersections, most notably, Garfield Ave & Main St in Alhambra, Garfield Ave & Garvey Ave in Rosemead, Garfield Ave & Florence Ave in Bell Gardens.

Service Parameters

	Weekday	Saturday	Sunday
Service Span	5:15 AM – 8:30 PM	6:00 AM – 8:00 PM	6:00 AM – 8:00 PM
Frequency	55	55	55
Cycle Time	165	165	165
Peak Vehicles	3	3	3
Daily Ridership	600	250	200

Ridership Activity



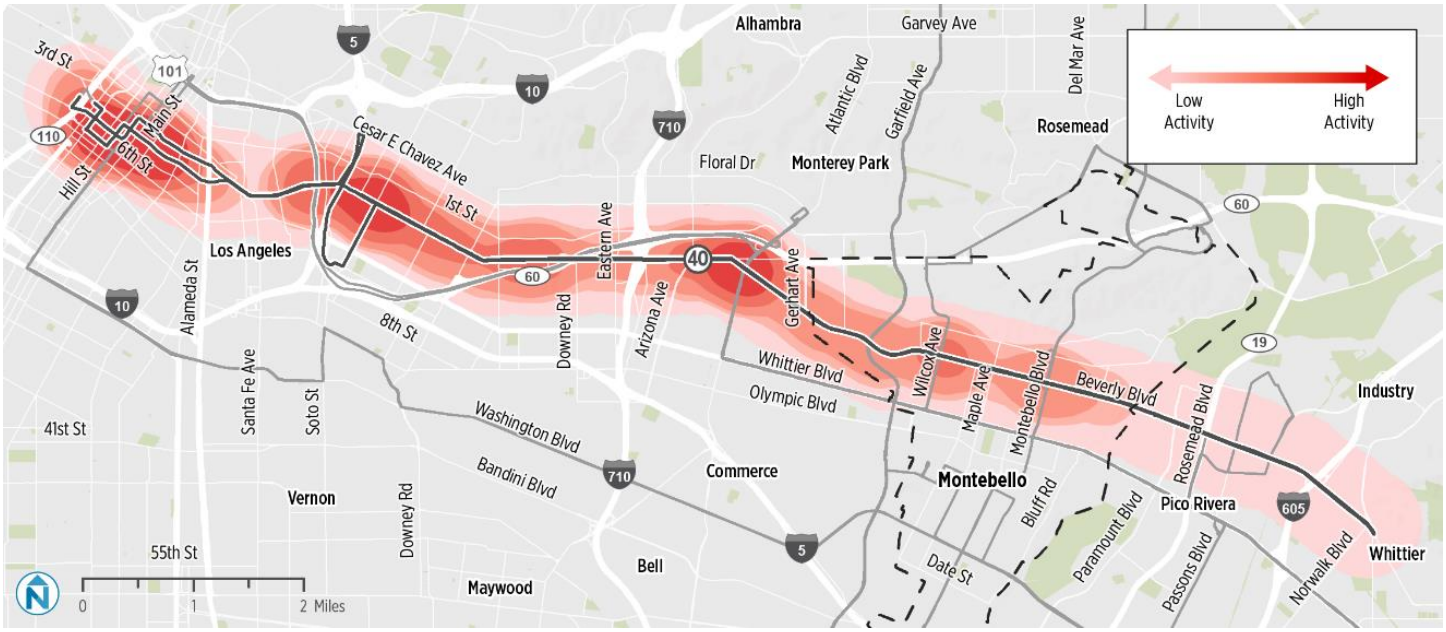
Line 40 Beverly Blvd

Line 40 Beverly Blvd provides east-west service between downtown Los Angeles, Boyle Heights, East Los Angeles, Montebello, and Whittier. Major destinations include retail and employment hubs in downtown Los Angeles, Boyle Heights, Montebello. The line also serves three Metro L (Gold) line stations, including Maravilla, East LA Civic Center, and Atlantic stations.

Service Parameters

	Weekday	Saturday	Sunday
Service Span	5:00 AM – 10:00 PM	5:00 AM – 9:45 PM	5:00 AM – 9:45 PM
Frequency	18-20	18-20	18-20
Cycle Time	180	180	180
Peak Vehicles	10	10	10
Daily Ridership	2,400	1,450	1,350

Ridership Activity



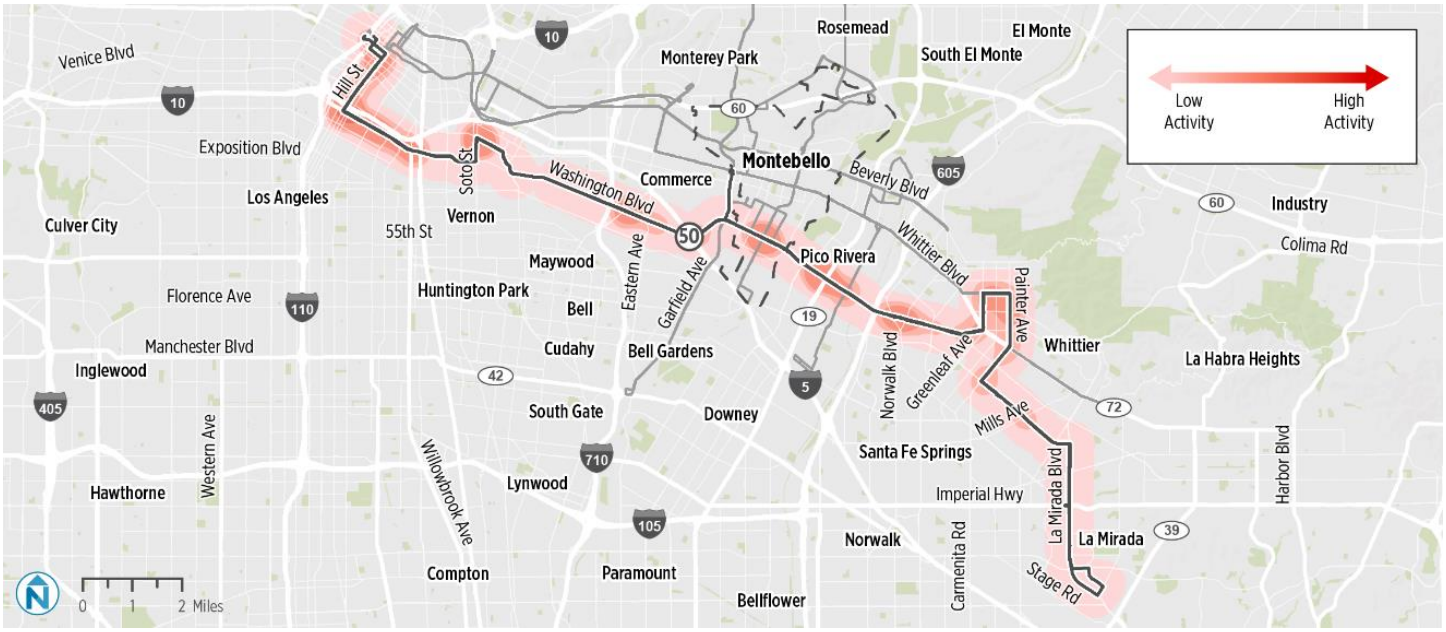
Line 50 Washington Blvd

Line 50 Washington Blvd provides east-west service between downtown Los Angeles, Wyvernwood, Commerce, Rancho San Antonio, Pico Riviera, Whittier, and La Mirada. Major destinations include downtown Los Angeles, LA County Social Services, Commerce Civic Center, Downtown Montebello, Uptown Whittier, and California High School in Whittier. Line 50 does not operate on Sunday.

Service Parameters

	Weekday	Saturday
Service Span	4:30 AM – 8:45 PM	4:50 AM – 9:00 PM
Frequency	40-45	55-60
Cycle Time	300	300
Peak Vehicles	7	5
Daily Ridership	1,200	500

Ridership Activity



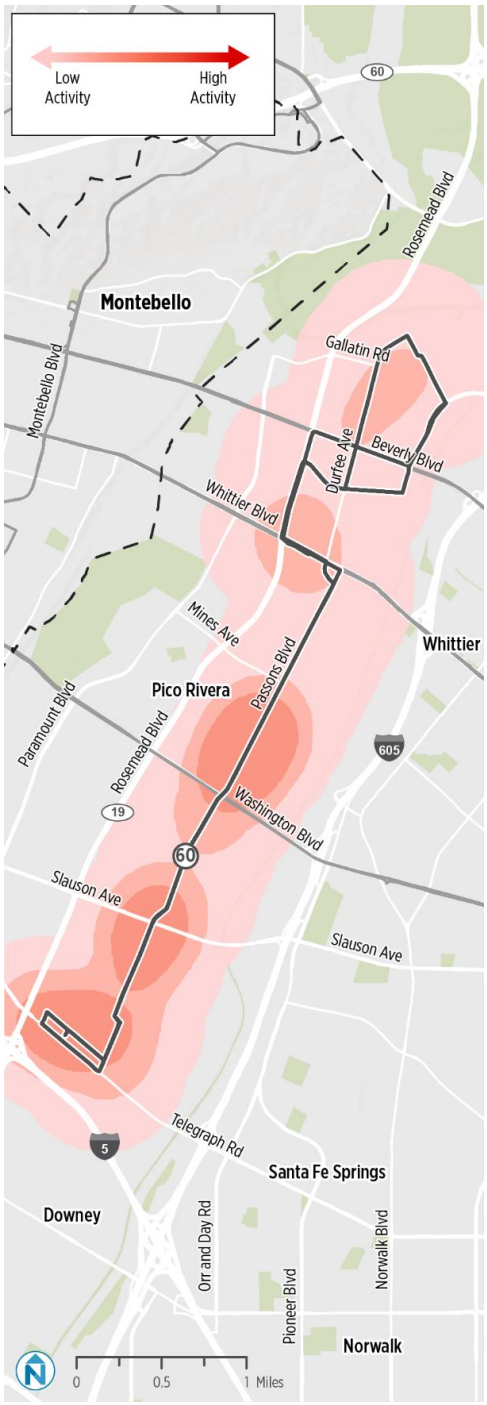
Line 60 Passons Blvd

Line 60 Passons Blvd provides local north-south service between Northgate Market and the LA County Probation Training Center in Pico Riviera. This route was suspended during the COVID-19 pandemic and restored in 2021. The primary destination on Line 60 is El Rancho High School. Line 60 does not operate on weekends. Line 60 is the only line that does not operate within the City of Montebello.

Service Parameters

	Weekday
Service Span	7:00 AM – 4:00 PM
Frequency	70-90
Cycle Time	70-90
Peak Vehicles	1
Daily Ridership	120

Ridership Activity



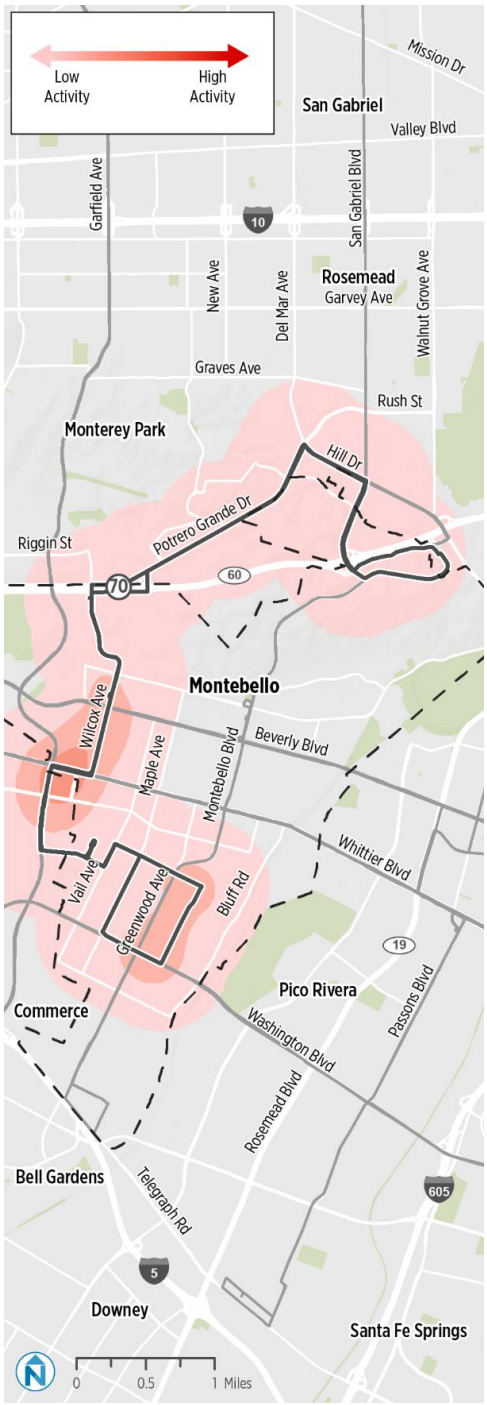
Line 70 Wilcox Ave

Line 70 Wilcox Ave provides local service within Montebello, connecting Rancho San Antonio, the Montebello/Commerce Metrolink station, Montebello High School, the Montebello Plaza shopping center, and the Shops at Montebello. This line provides local circulation between the relatively dense residential areas in Rancho San Antonio and the retail and employment opportunities throughout the City of Montebello. Line 70 does not operate on weekends.

Service Parameters

	Weekday
Service Span	5:30 AM – 8:30 PM
Frequency	40-45
Cycle Time	40-45
Peak Vehicles	1
Daily Ridership	115

Ridership Activity



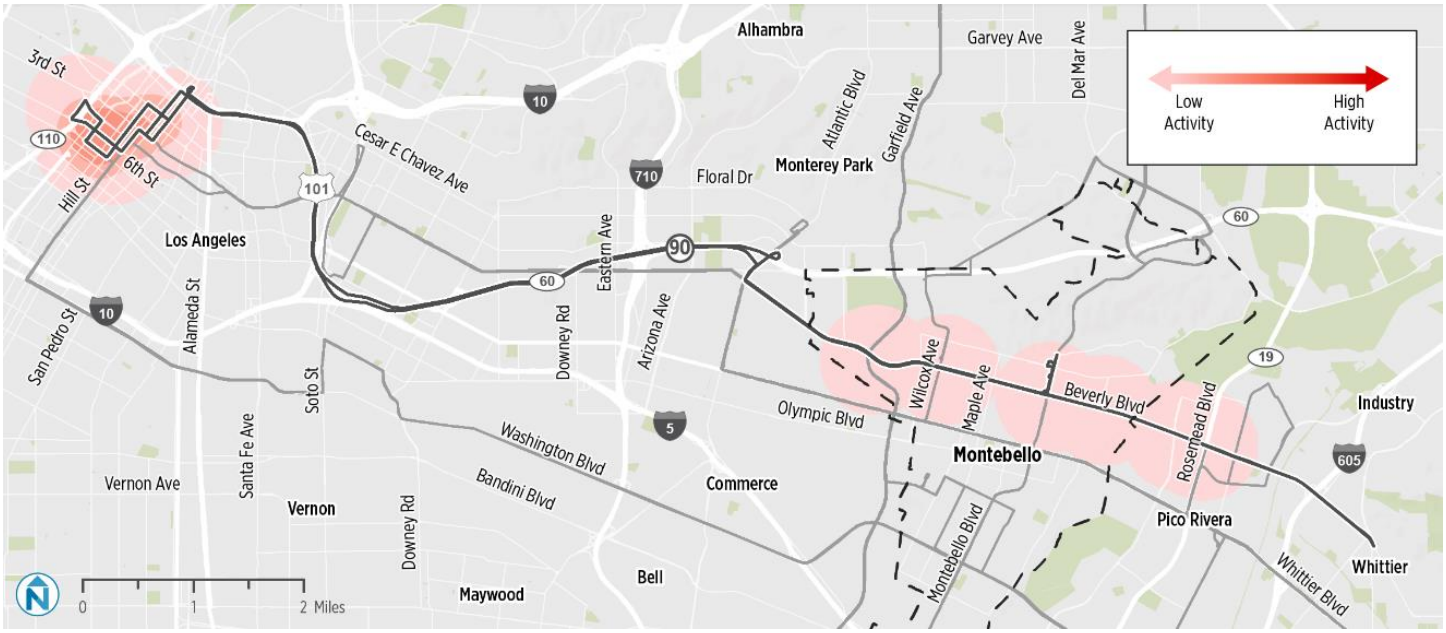
Line 90 Downtown Express

Line 90 Downtown Express is a commuter express route that operates along Beverly Blvd between Whittier, the Taylor Ranch park-and-ride, Montebello, and East Los Angeles before operating into downtown Los Angeles on Hwy 60, I-5, and Hwy 101. The route provides direct, limited stop service and operates nine round trips per weekday.

Service Parameters

	Weekday
Morning Service	5:30 AM – 9:00 AM 3 westbound trips 2 eastbound trips 2 vehicles
Afternoon Service	3:00 PM – 7:00 PM 2 round trips 1 vehicle
Daily Ridership	75

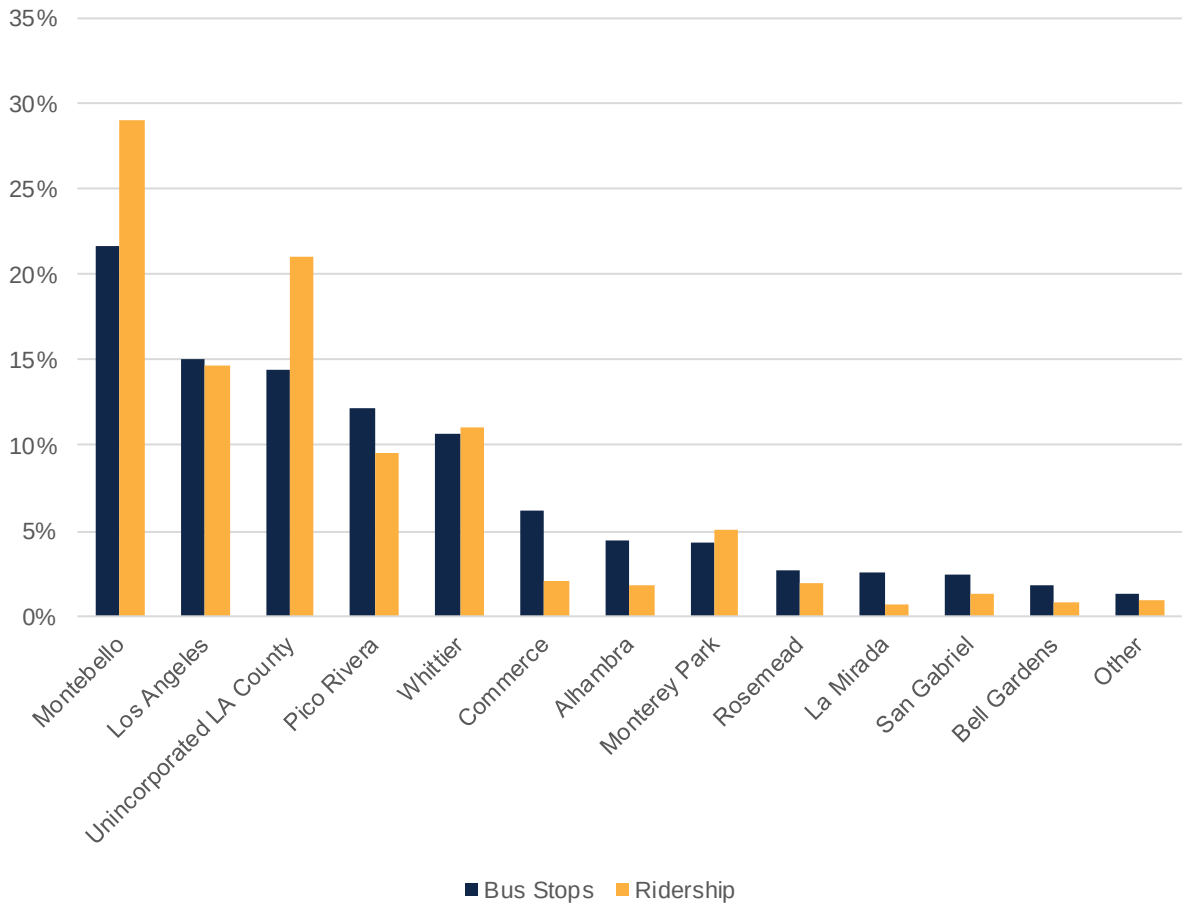
Ridership Activity



BUS STOPS

The Montebello Bus Lines system consists of more than 800 bus stops. Only 22% of bus stops are situated within Montebello city limits. Bus stops within the Montebello, Los Angeles, and unincorporated Los Angeles County account for half of bus stop total and generate 65% of system ridership. Other jurisdictions with at least 10% of the system bus stop total include Pico Rivera and Whittier. The City of Montebello does not maintain bus stops outside of city limits.

Bus Stops and Ridership by Jurisdiction



END-OF-LINE EVALUATION

End-of-lines are critical locations for bus operators to take scheduled breaks. Several MBL lines lack public and/or easily accessible restroom facilities.

End-of-Line Characteristics

Line	End-of-Line	Off-Street	Nearest Restroom	Restroom Proximity
10 Whittier Blvd	East Los Angeles College	✓	ELAC Building S2	250'
	Whittwood Town Center (Whittier)	✓	Target	500'
20 San Gabriel/Montebello	South Pine & Live Oak (San Gabriel)		Supermarket	350'
	Telegraph & Gage (Commerce)		Gas Station	600'
30 Garfield Ave	Huntington & Stoneman (San Marino)		In-N-Out	400'
	Firestone & Garfield (South Gate)		Wendy's	400'
40 Beverly Blvd	5th & Beaudry (DTLA)		Portable Toilet	50'
	Beverly & Norwalk (Whittier)		Multiple Small Businesses	500'
50 Washington Blvd	Adelfa & Ashgrove (La Mirada)		Albertson's	1,000'
	5th & Beaudry (DTLA)		Portable Toilet	50'
60 Passons Blvd	Telegraph & Arrington (Pico Rivera)		Supermarket	350'
70 Wilcox Ave	The Shops at Montebello		Public Restrooms Near Food Court	700'
90 Downtown Express	5th & Beaudry (DTLA)		Portable Toilet	50'
	Beverly & Norwalk (Whittier)		Multiple Small Businesses	500'

FARES

Montebello Bus Lines' fare structure includes two distinct fare types and discount categories. The base fare of $1.10 applies to all local lines (10, 20, 30, 40, 50, 60, and 70), while the more expensive express fare of $1.30 only applies to Line 90. Additionally, MBL offers discounted fares to K-12 students ($0.75 per trip) and for people with disabilities and seniors ages 62 and older ($0.50 per trip). These fare discounts only apply to local lines, there are no discounts for express fares.

MBL also offers interagency transfers when passengers transfer to a route operated by another provider. These transfers require an additional $0.25 with a discounted fare of $0.10 for people with disabilities and seniors. MBL offers day passes at a rate of $3.00, discounted to $2.00 for students and $1.50 for seniors and people with disabilities. A Monthly pass is available only for students at a cost of $30.00.

There is an opportunity to simplify MBL fares by rounding these amounts to the nearest increment of $0.25. This makes paying cash fares easier as passengers will no longer have to worry about paying exact fares with nickels and dimes. This may potentially improve travel times by reducing the amount of time passengers spend searching for change and paying their fare.

Montebello Bus Lines Fare Structure

	Adults	Students (K-12)	People with Disabilities & Seniors (62+)
Base Fare	$1.10	$0.75	$0.50
Express Fare	$1.30	$1.30	$1.30
Interagency Transfer	$0.25	$0.25	$0.10
Day Pass	$3.00	$2.00	$1.50
Monthly Pass	None	$30.00	None

Note: ID required for discount fare and passes

In addition to accepting cash, MBL offers pass products and accepts cash value payments through the Transit Access Pass (TAP) program that is commonly used throughout the Los Angeles area. MBL also accepts the regional EZ Transit Pass which provides unlimited access to participating agencies for $110 per month ($42 for seniors and people with disabilities). In addition to MBL, participating EZ Transit Pass agencies include Commerce Municipal Bus Lines, Culver CityBus, Foothill Transit, Gardena Municipal Bus Lines, Glendale Beeline, LADOT, Long Beach Transit, Metro Bus & Metro Rail, Norwalk Transit, Santa Clarita Transit, Santa Monica Big Blue Bus, and Torrance Transit.

MBL also accepts bus tokens which are valid for a single, one-way trip (10 tokens for $10). Tokens are no longer viewed as a best practice for transit fare media. Phasing tokens out of circulation may further simplify the fare collection process for MBL.

DIAL-A-TAXI

In addition to the fixed-route system, Montebello Bus Lines offers a Dial-A-Taxi service for Montebello residents ages 62 and older and/or with a disability. Qualifying residents may apply through a paper application and a physician's form submitted to the city. Dial-A-Taxi service provides transportation within the City of Montebello for any trip purpose and within a larger service area (bound between the I-10 Freeway, I-710 Freeway, I-605 Freeway, and Slauson Ave) for medical trips only.

Dial-A-Taxi service is available 24 hours per day and 7 days per week, including holidays. The service provides 26 riders per month with a payment of $1.00 per one-way trip.

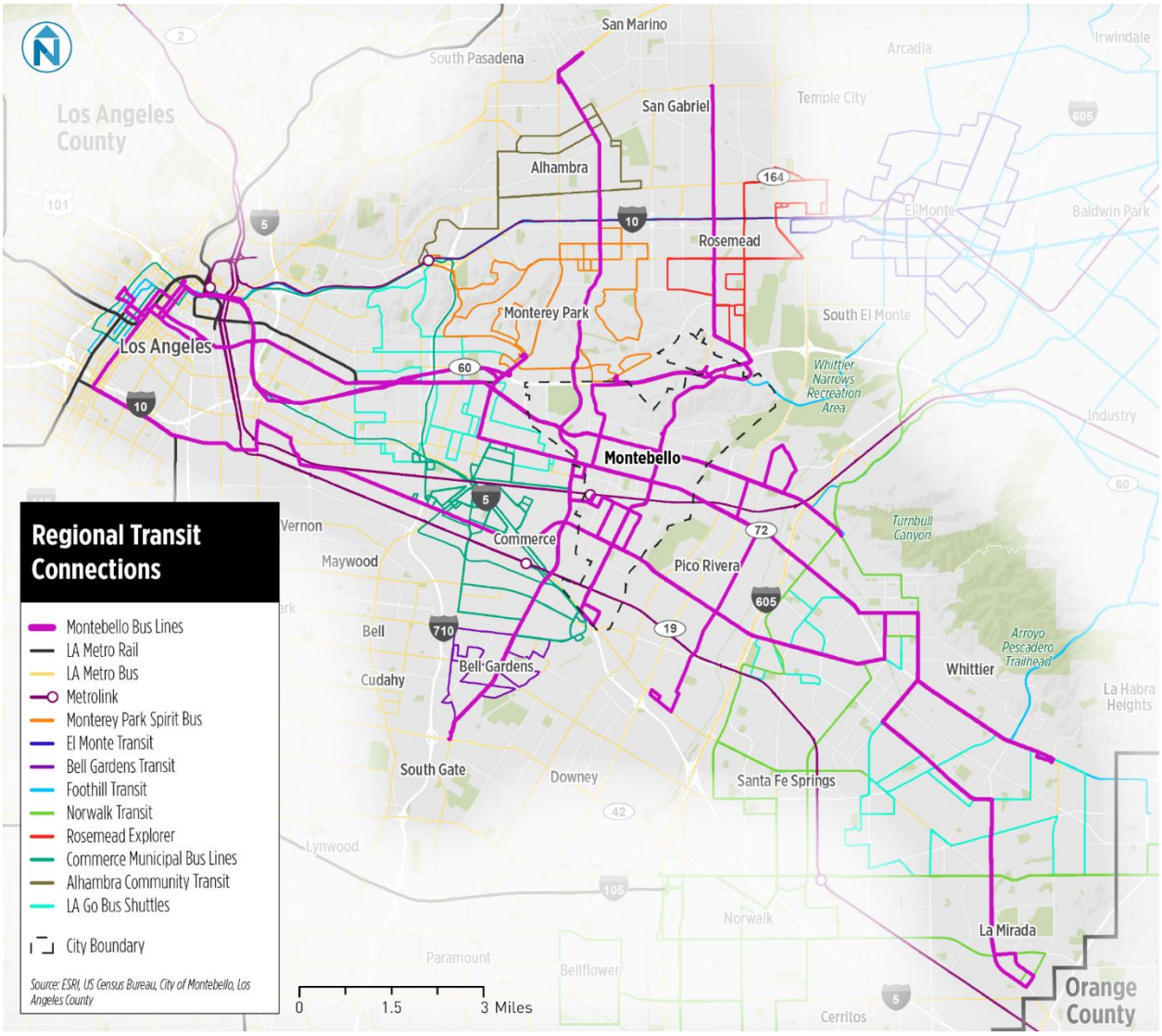
MONTEBELLO LINK

MBL offers a contracted service known as Montebello Link that provides feeder service to Metrolink commuter rail service. Montebello Link is a semi-fixed-route service that uses a reservation-based system to provide flexible service between the Montebello Metrolink Station and employment centers in Bell, Commerce, Montebello, and Monterey Park.

REGIONAL CONNECTIVITY

Montebello Bus Lines' expansive service area supports regional connectivity by providing transfer opportunities with LA Metro, Monterey Park Spirit Bus, Bell Gardens Transit, Foothill Transit, Norwalk Transit, Rosemead Explorer, Commerce Transit, LA GO Shuttles, and Alhambra Community Transit. MBL connects to various modes including local bus, express bus, light rail, and commuter rail.

Montebello Bus Lines and Connecting Transit Providers



3 RIDER CHARACTERISTICS

Understanding who uses the service helps MBL to best meet the unique needs of their passengers and the community.

On-Board Survey

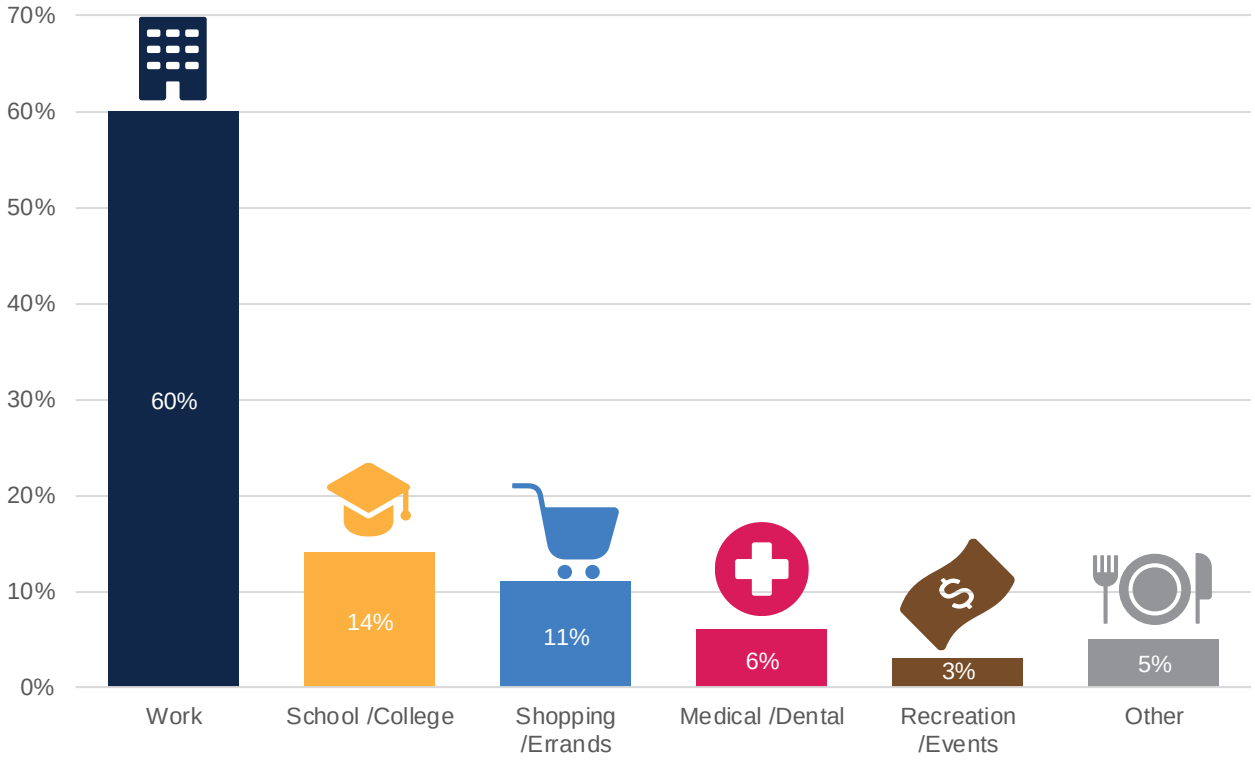
An on-board survey was conducted between October 6 and October 10, 2021. Surveys were distributed on all eight lines. Over the course of the five-day survey period, a total of 713 surveys were received. The survey sampling method was designed to capture a representative sample of the system population. Surveys were collected during peak and off-peak times and on all directions of travel. Survey instruments were available in English, Spanish, and Chinese.

Trip Purpose

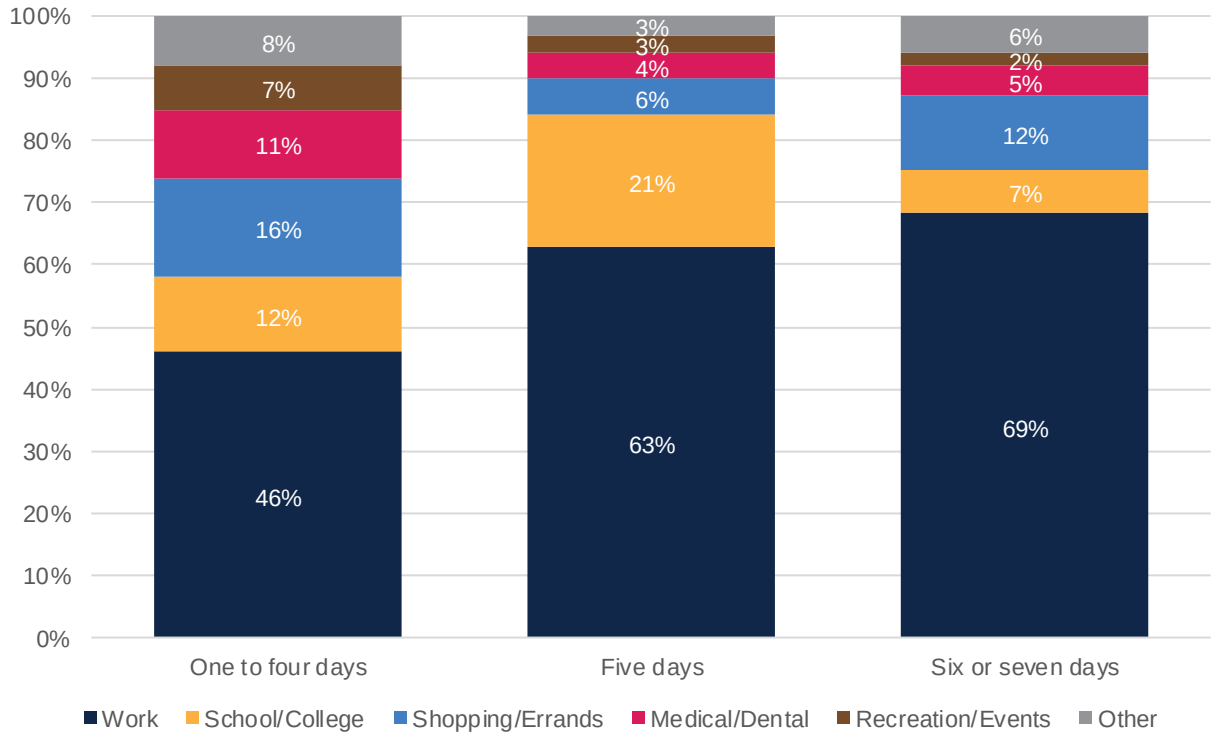
Overall, 60% of riders use transit to get to and from work, 15% to get to and from school, and 11% for shopping and errands. Medical, recreation, and other trip purposes make up a relatively small share of trips (6%, 3%, and 5%, respectively).

Respondents that ride transit more frequently are more likely to take transit for work, while less frequent riders are more likely to use transit to reach medical appointments or to run errands.

On-Board Survey Trip Purpose by Frequency of Riding



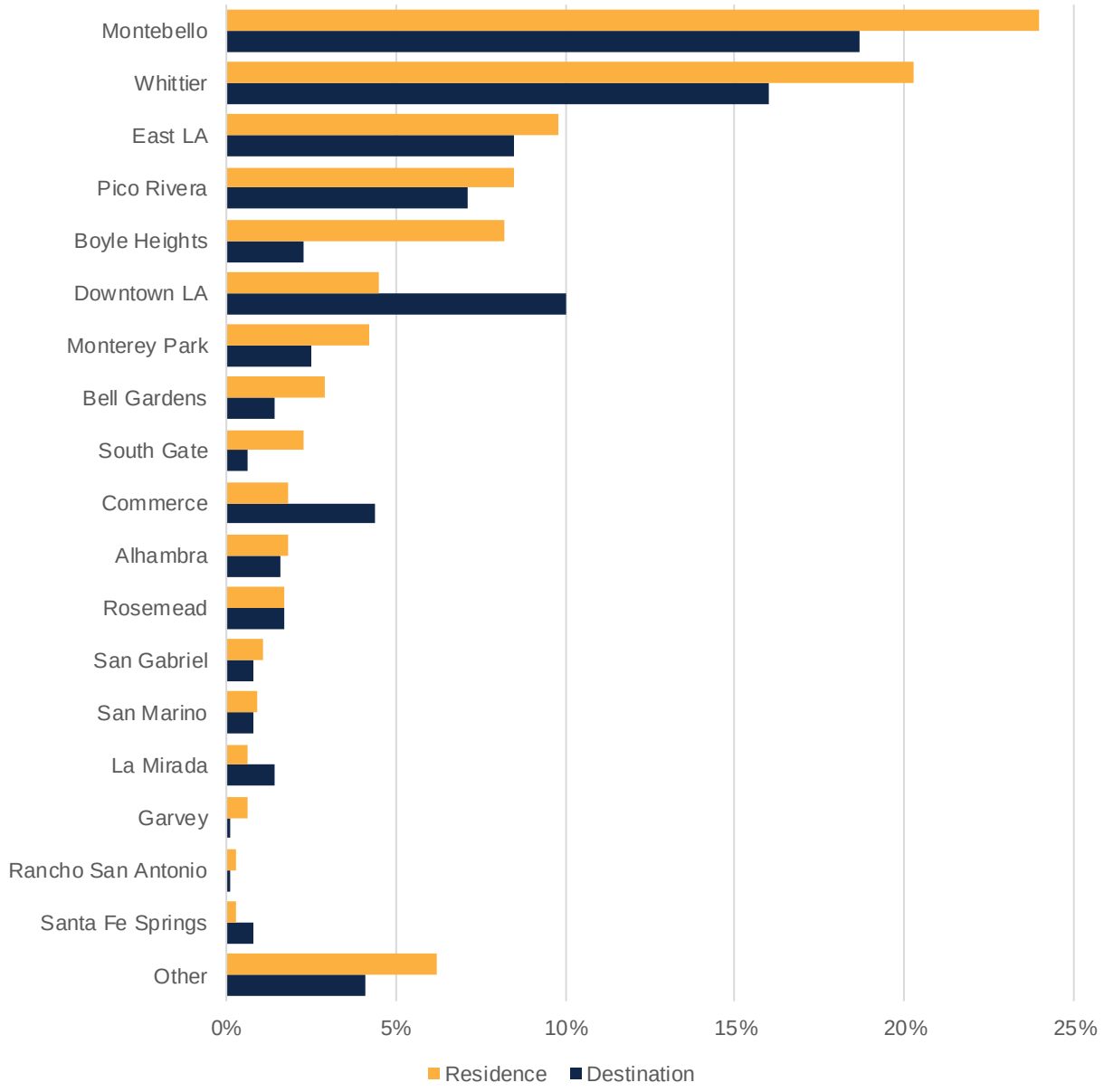
On-Board Survey Trip Purpose by Frequency of Riding



Trip Origins and Destinations

When asked where respondents were traveling to and from, the most common trip origins included Montebello (24%) and Whittier (20%). Montebello and Whittier were also the most common destinations, 18% and 16% respectively. Additionally, downtown Los Angeles and Commerce were identified as destinations more frequently than as origins. These locations represent potential major employment centers outside of the City of Montebello.

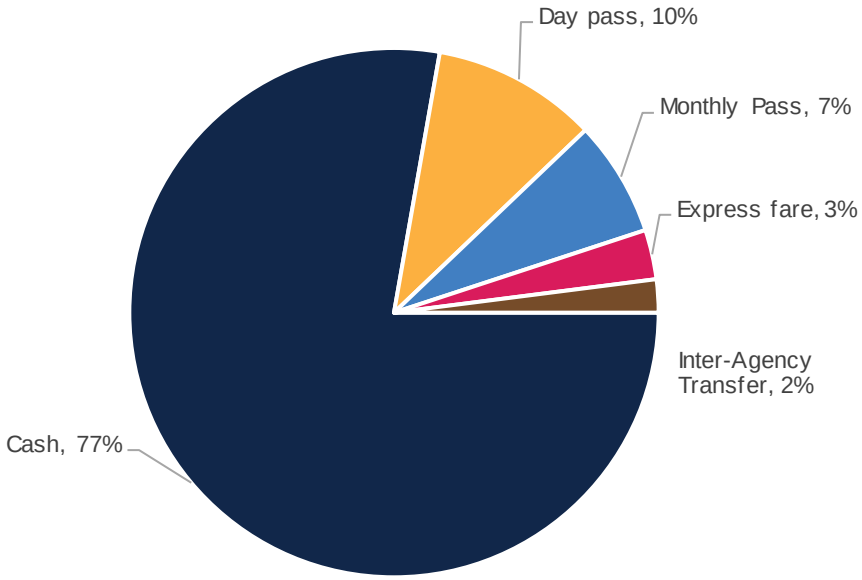
On-Board Survey Rider Origins and Destinations



Fare Payment

In addition to characteristics regarding trip purpose, frequency, origin, and destination, respondents were also asked how they paid their fare. Most respondents paid with cash (77%), with 10% using a day pass, and 7% using a monthly pass. A smaller percentage of respondents paid an express fare or used an inter-agency transfer, 3% and 2%.

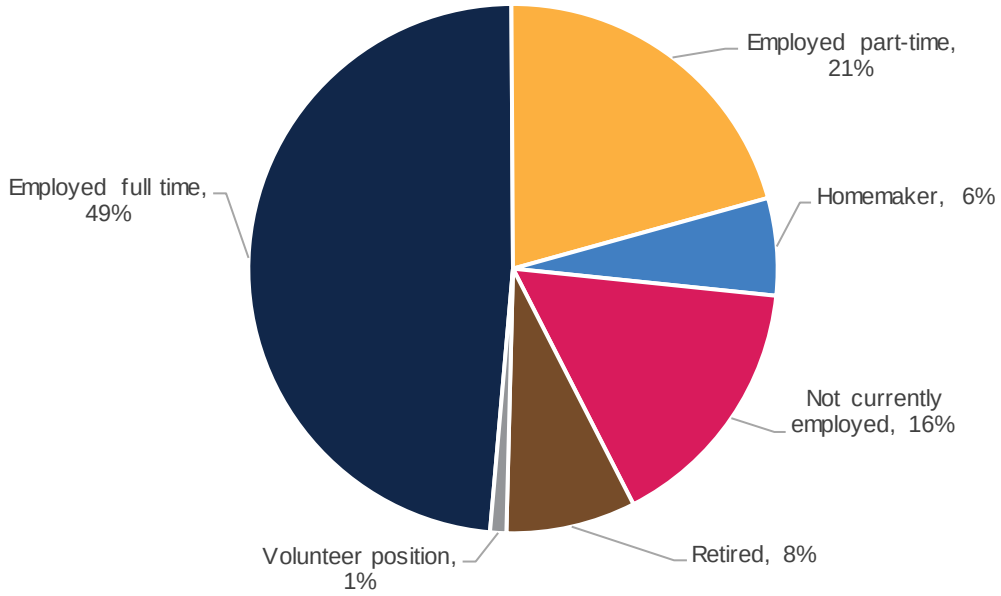
On-Board Survey Ridership by Fare Media



Employment Characteristics

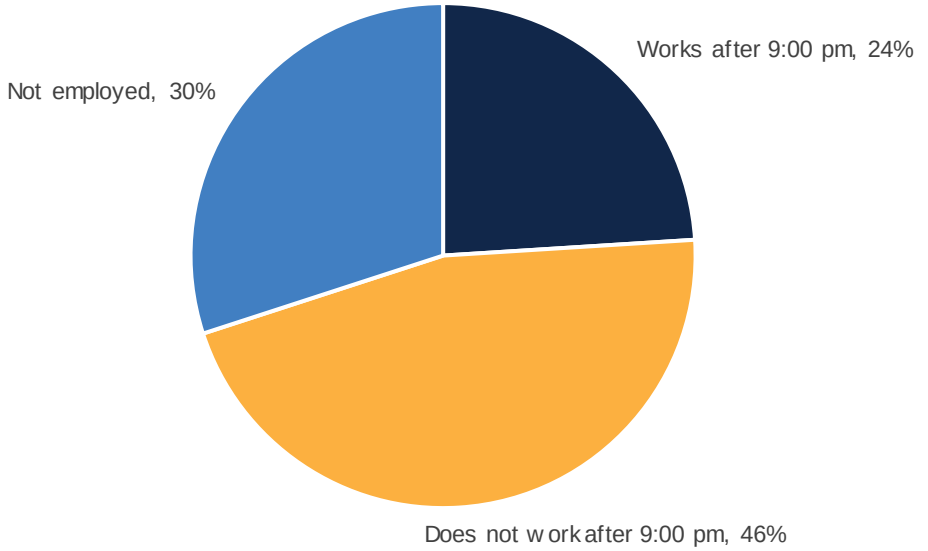
Given the high percentage of trips used for traveling to work, identifying the employment status and characteristics of transit riders is crucial for ensuring MBL service continues to meet passengers' commute needs. When asked for their employment status, 70% of respondents indicated they were employed either full time or part time.

On-Board Survey Respondent Employment Status

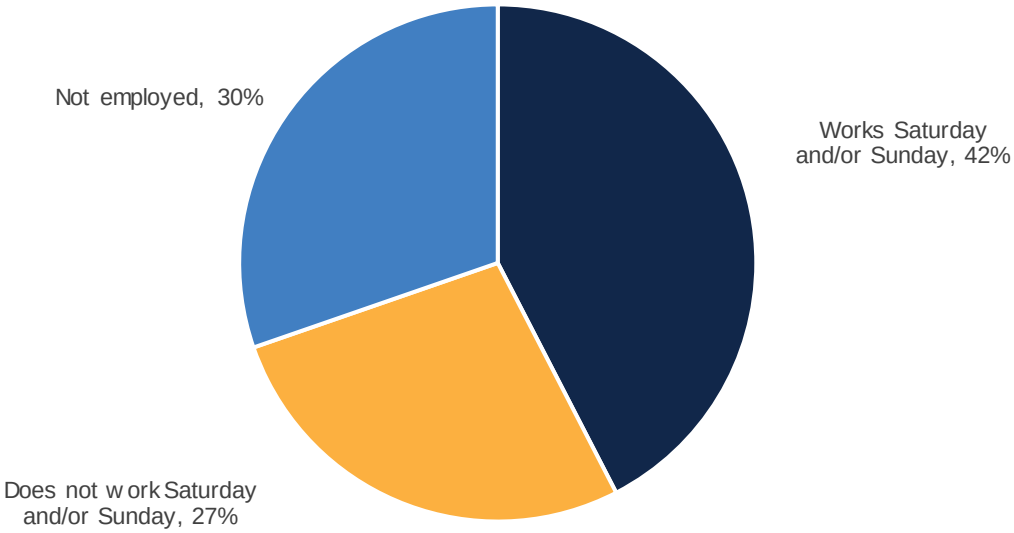


Respondents were also asked whether they work evenings or on weekends when transit service is more limited than during typical weekday commute times. About a quarter (24%) of respondents indicated that they worked evenings after 9:00 p.m. and 42% of respondents indicated that they work on weekdays. This suggests that a substantial portion of existing ridership may benefit from increased access to employment by providing later evening service or improved weekend service.

On-Board Survey Respondent Evening Employment



On-Board Survey Respondent Weekend Employment

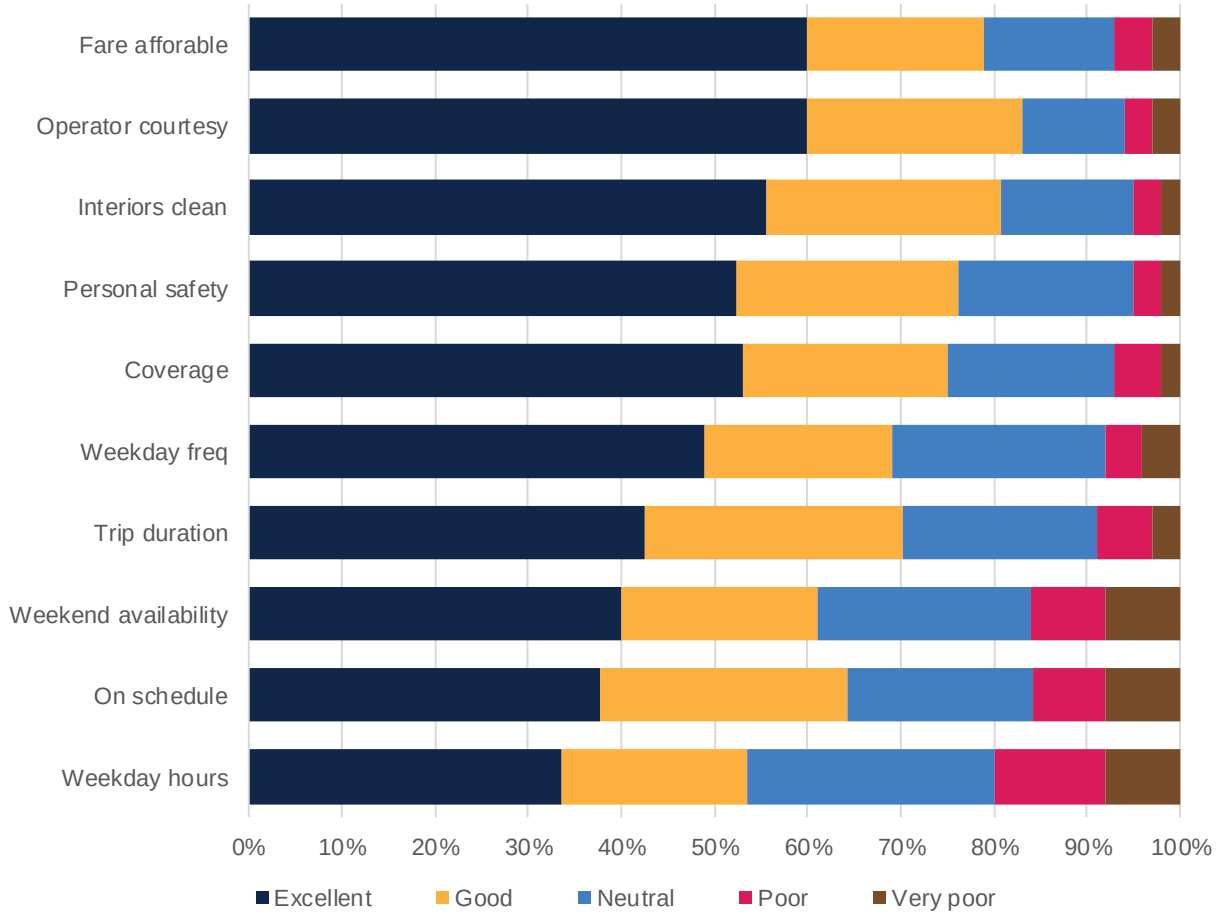


Service Satisfaction

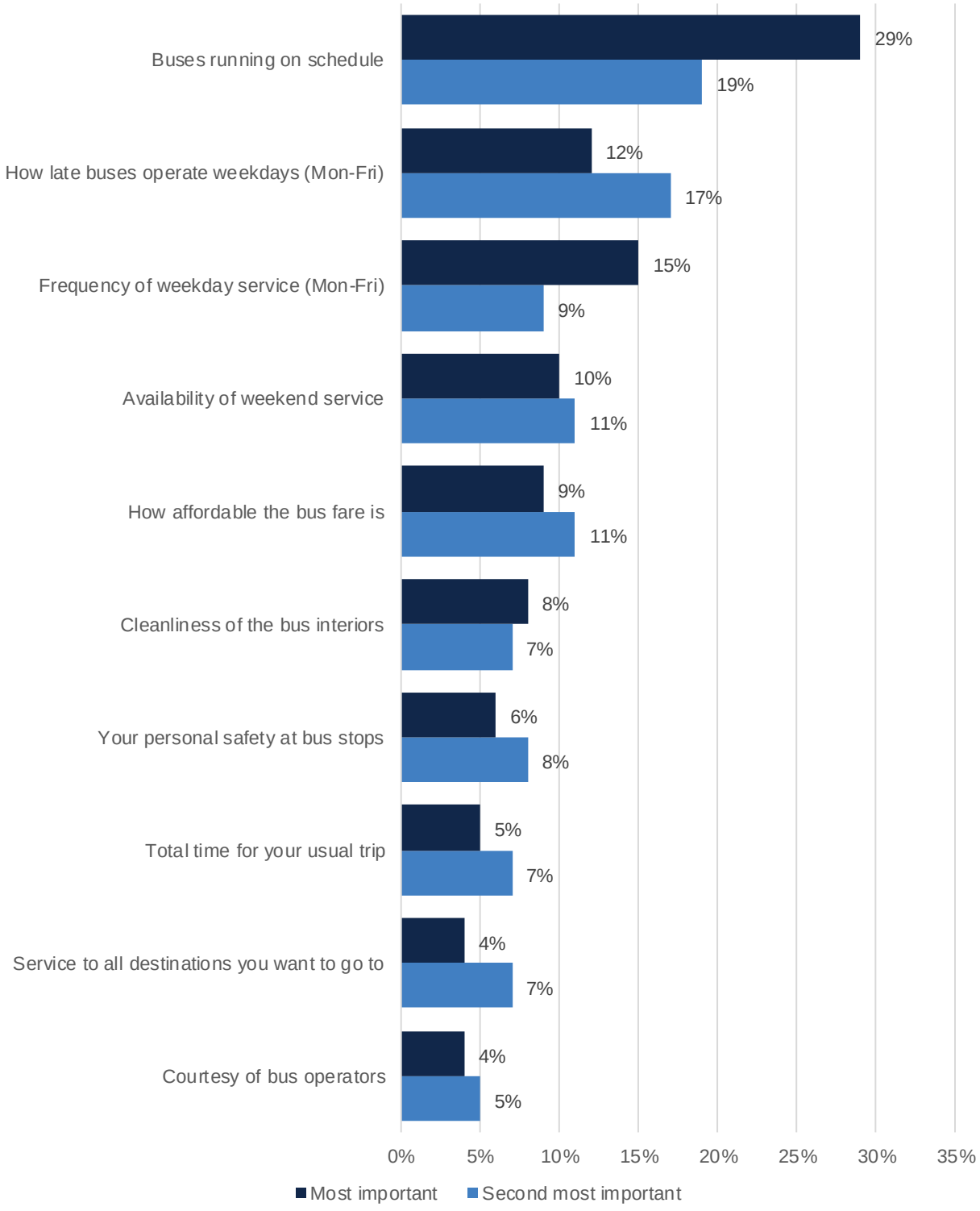
Respondents were also asked to identify their level of satisfaction with MBL service overall and with specific aspects of service. Respondents are generally satisfied with MBL service overall, with 80% of respondents ranking MBL as good or excellent. Respondents were most satisfied with service affordability, operator courtesy, cleanliness, and personal safety.

Aspects of service that respondents were least satisfied with include service span, weekend service, service reliability, travel times, and service frequency. Additionally, respondents were asked to identify their top two priority improvements. Buses running on schedule was the most selected improvement, with 29% of respondents selecting it as their top priority and 19% as their second priority. The next most selected priorities include operating later evening service, more frequent service, and more weekend service. These results represent potential areas for service improvements to improve rider satisfaction and make the service more useful for more members of the community.

On-Board Survey Respondent Service Satisfaction



On-Board Survey Respondent Improvement Priorities



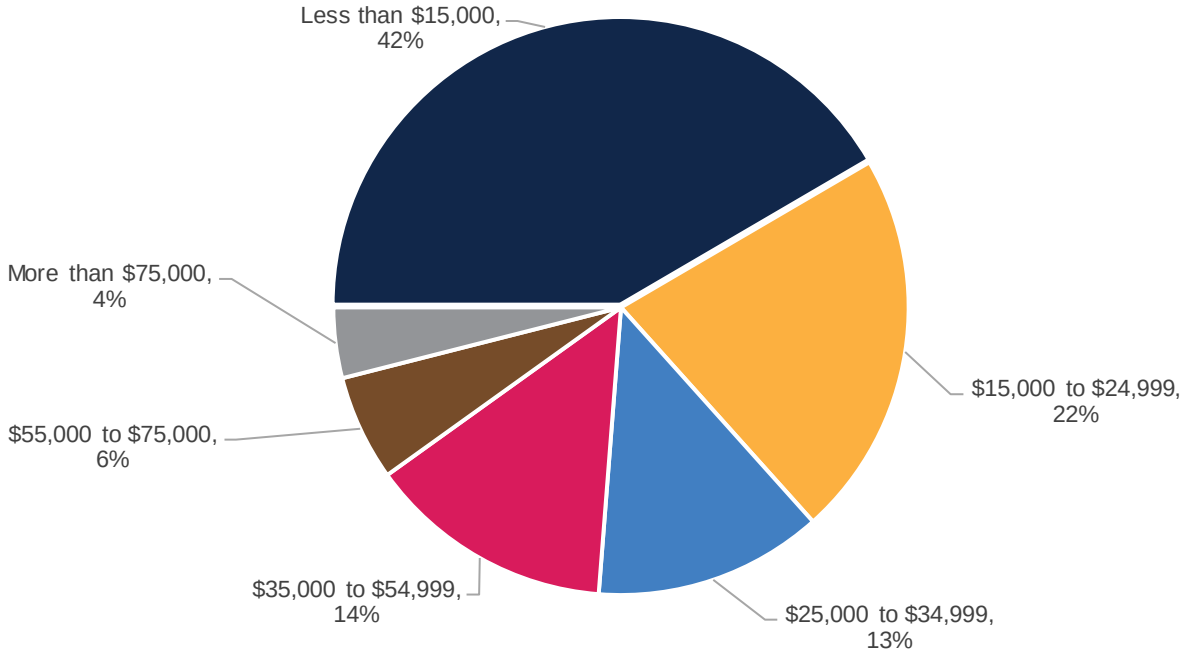
Rider Demographics

The on-board survey included a series of questions regarding respondent demographics, including household income, age, race and ethnicity, and language spoken at home.

Household Income

Respondents are generally lower income, with 42% reporting less than $15,000 in annual household income and an additional 22% reporting between $24,999 and $25,000. Only 10% of respondents reported earning $55,000 or more per year.

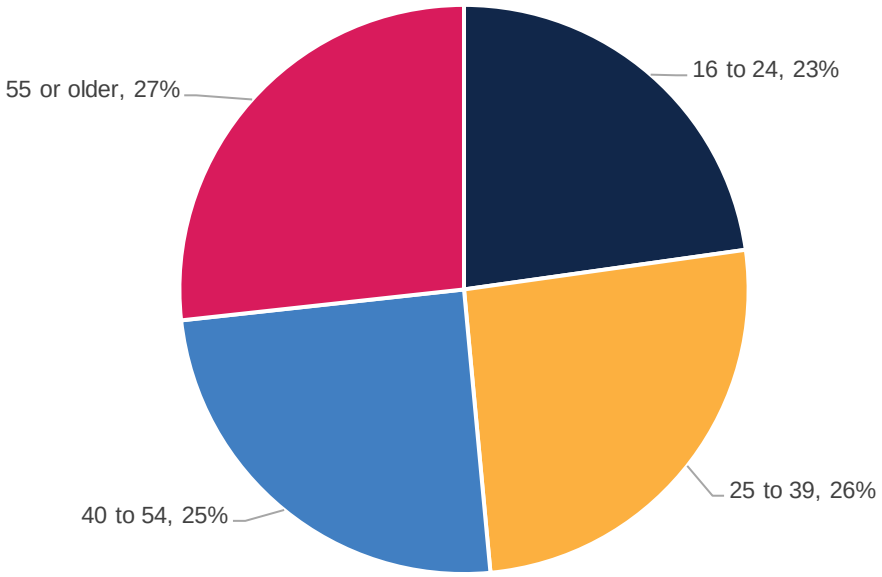
On-Board Survey Respondents' Household Income



Age

The age of respondents was generally evenly distributed, with 23% reporting 16 to 24, 26% reporting 25 to 39, 25% reporting 40 to 54, and 27% reporting 55 or older.

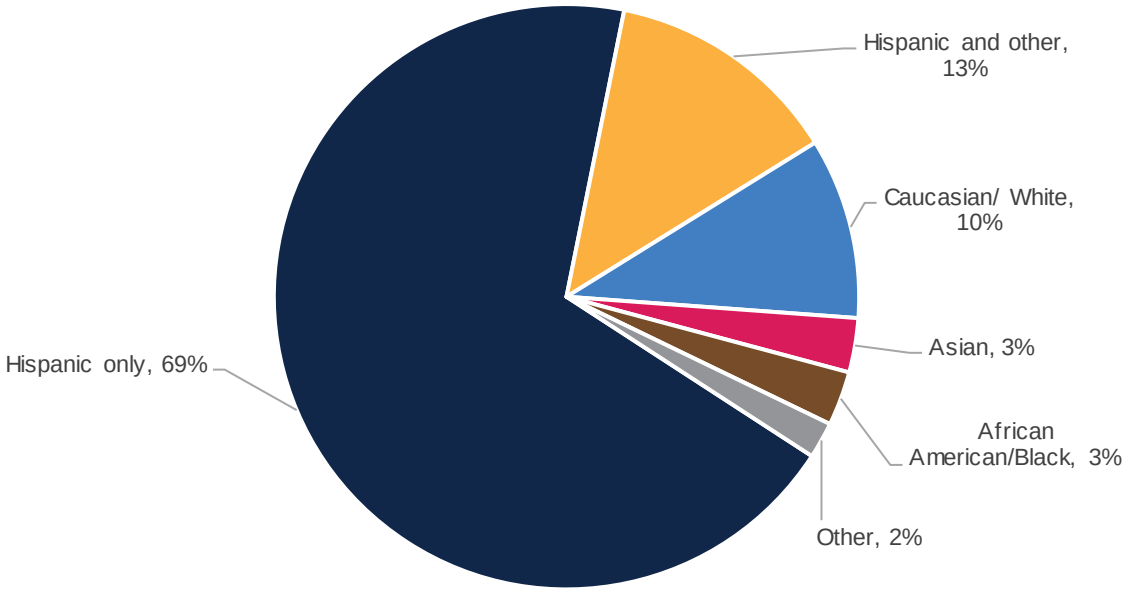
On-Board Survey Respondents' Age



Race and Ethnicity

Most respondents (80%) identified as either Hispanic or Hispanic and another racial category. An additional 10% of respondents identified as Caucasian or White, 3% as Black or African American, 3% as Asian, and 5% as other.

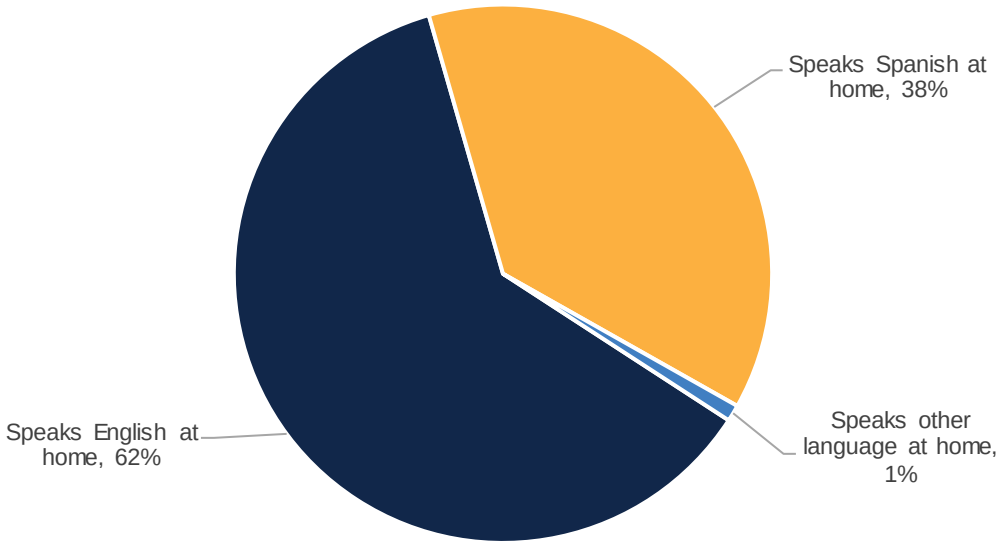
On-Board Survey Respondents' Race and Ethnicity



Language

Sixty-two percent of respondents speak English at home, 38% speak Spanish, and 1% speak another language.

On-Board Survey Respondents' Language Spoken at Home



Future Rider Surveys

Following the City of Montebello's recent rebranding effort, there is an opportunity to begin having regular and routine survey efforts to engage with riders regarding awareness of the service, effectiveness of branding, and perceptions of MBL. Surveys regarding branding and service perceptions may be performed online but on-board surveys should also be conducted on MBL vehicles approximately every two years to obtain accurate and up to date information regarding ridership demographics, behaviors, and perceptions. The marketing and rebranding effort presents on opportunity to begin this regular surveying practice that should be continued into the future to ensure MBL services continue to meet the evolving needs of the community.

4 SERVICE RECOMMENDATIONS

Meeting the evolving transit needs of the MBL service area requires a commitment to system optimization and expansion.

PHASE 1 RECOMMENDATIONS

Phase 1 increases service availability, improves regional connectivity, and addresses operational challenges.

Phase 1 service recommendations include:

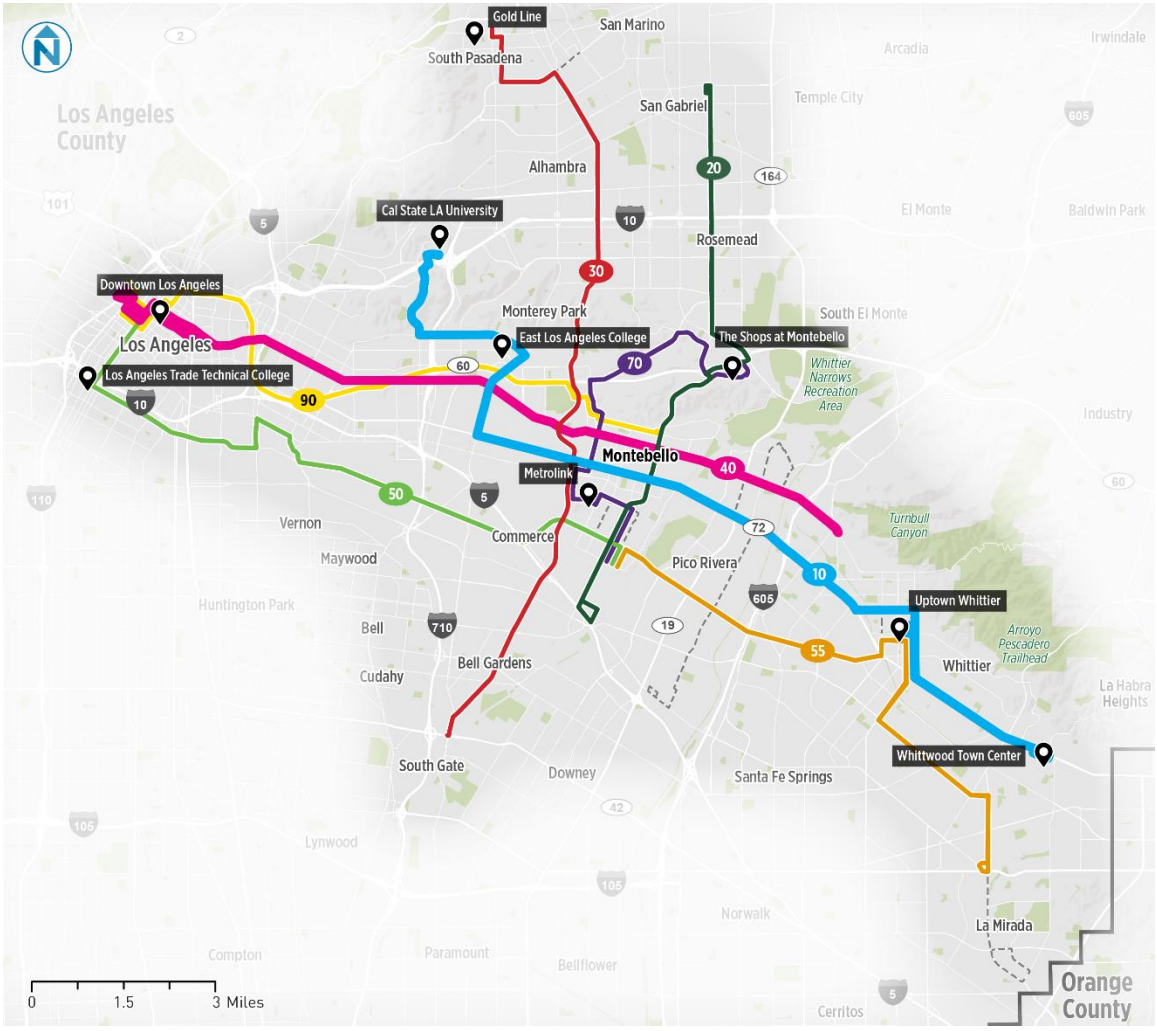
- Extending Line 10 to Cal State LA.
- Extending Line 30 to the South Pasadena Gold Line Station.
- Splitting Line 50 into two lines (50 and 55) to improve operational efficiency.
- Shortening Line 55 from Santa Gertrudes Ave to Imperial Hwy in La Mirada.
- Discontinuing Line 60 due to low ridership and lack of service within Montebello.

Phase 1 recommendations would require a 15% increase in revenue hours and 3 additional peak vehicles.

Phase 1 Frequency and Service Span

Line	Weekday		Saturday		Sunday	
	Span	Frequency	Span	Frequency	Span	Frequency
10	4:30 am – 9:45 pm	18	4:30 am – 10:00 pm	18	4:30 am – 10:00 pm	18
20	5:00 am – 9:30 pm	45	6:00 am – 8:00 pm	45	5:30 am – 8:00 pm	45
30	5:00 am – 8:00 pm	45-60	6:00 am – 8:00 pm	45-60	5:30 am – 8:00 pm	45-60
40	5:00 am – 10:00 pm	18	5:00 am – 10:00 pm	18	4:30 am – 10:00 pm	18
50	5:00 am – 8:00 pm	45	6:00 am – 8:00 pm	60	--	--
55	5:00 am – 8:00 pm	45	6:00 am – 8:00 pm	60	--	--
70	6:00 am – 8:00 pm	60	--	--	--	--
90	AM and PM peak	3 AM trips 2 PM trips	--	--	--	--

Recommended Montebello Bus Lines Network



Phase 1 Recommendations by Line

Line 10 Whittier Blvd.

Extend Line 10 north and west along Floral Dr, Eastern Ave, Ramona Blvd, and Campus Rd to provide direct service to Cal State Los Angeles. This line extension is contingent upon identifying sufficient curb space for drop-off, turnaround, and layover at the existing CSU-LA transit facility. The timeframe for implementing this recommendation may extend beyond the near-term recommendations depending on conversations with Metro and CSU-LA, the ongoing operations of existing transit services and shuttles serving the facility, and potential improvements and expansions to the transit facility. This service expansion represents a significant opportunity to extend MBL service to a major regional destination, connect to other regional services, and provide more convenient service to CSU-LA students.

Line 20 San Gabriel/Montebello

No changes are recommended during Phase 1.

Line 30 Garfield Ave.

Realign and extend north and east along Huntington Dr, Fair Oaks Ave, El Centro St, and Fremont Ave to provide service adjacent to the South Pasadena Metro Gold Line Station. This extension received high levels of support during the second phase of public outreach and will expand access to key destinations and services in the region. The recommended end-of-line location is along the southside curb Hope Street between Mound Avenue and Fair Oaks Avenue, which would require approval from the City of South Pasadena. Alternative end-of-line locations may exist; however, it is highly recommended that Line 30 has a bus stop within one-quarter mile of the Gold Line Station.

Line 40 Beverly Blvd.

No changes are recommended during Phase 1.

Line 50 Washington Blvd.

Split into two lines at the intersection of Greenwood Ave & Washington Blvd, becoming Line 50 to the west and Line 55 to the east. The existing alignment for Line 50 is long and suffers from chronic on-time performance issues. There is also a demonstrable decrease in ridership on the eastern portion of the route's alignment. Splitting the route in two achieves several goals, including improving on-time performance by reducing overall route distance and improved scheduling flexibility by allowing the two lines to operate with different frequencies to align with demand for service.

Line 55 Montebello/La Mirada

Line 55, serving the eastern half of the existing Line 50, would terminate at the intersection of La Mirada Blvd & Imperial Hwy, approximately two miles north of its existing terminus at La Mirada Blvd & Santa Gertrudes Ave. This shortened alignment would continue to provide direct service

to several shopping centers, Whittier Union High School and California High School. The shortened alignment would allow for more efficient operations and enable resources to be reinvested in higher demand services

Sunday service would be added to Line 55, which is not currently provided on Route 50. This directly aligns with public feedback that prioritized weekend service to help passengers reach employment opportunities outside of typical weekday commute periods.

Line 60 Passons Blvd.

Line 60 is among the lowest ridership lines in the MBL system, has been steadily declining for the past five years, losing 73% of its ridership since 2017, and is lagging behind other lines in rebounding ridership throughout the pandemic recovery. As a result of the low demand for service observed on the Passons Blvd corridor it is recommended that Line 60 be discontinued from MBL service, allowing resources to be redistributed to improve service in areas with higher demand for service.

In the near-term, prior to discontinuation, service may be reduced to provide targeted service around school start and end times, the highest productivity trips for the route. This will continue to provide access to education for Pico Rivera residents while alternative service models may be explored.

Line 70 Wilcox Ave

No changes are recommended during Phase 1.

Line 90 Downtown Express

No changes are recommended during Phase 1.

PHASE 2 SERVICE RECOMMENDATIONS

Phase 2 creates a more robust transit network with upgraded frequencies on Lines 20 and 30, later service on high-performing routes, and daily service on all local lines.

Phase 2 service recommendations include:

- Upgrading Line 20 to 30-minute frequency on weekdays.
- Upgrading Line 30 to 30-minute frequency on weekdays.
- Extending late night service on Lines 10, 20, 30, 40, 50, and 55.
- Adding Sunday service on Lines 50 and 55.
- Adding Saturday and Sunday service on Line 70.

Phase 2 recommendations would require a 14% increase in revenue hours and 4 additional peak vehicles.

Phase 2 Frequency and Service Span

Line	Weekday		Saturday		Sunday	
	Span	Frequency	Span	Frequency	Span	Frequency
10	4:30 am – 11:00 pm	18	4:30 am – 10:00 pm	18	4:30 am – 10:00 pm	18
20	5:00 am – 10:00 pm	30-45	6:00 am – 9:00 pm	45	5:30 am – 9:00 pm	45
30	5:00 am – 9:00 pm	30-45	6:00 am – 8:00 pm	45-60	5:30 am – 8:00 pm	45-60
40	5:00 am – 11:00 pm	18	5:00 am – 10:00 pm	18	4:30 am – 10:00 pm	18
50	5:00 am – 9:00 pm	45	6:00 am – 8:00 pm	60	4:30 am – 8:00 pm	60
55	5:00 am – 9:00 pm	45	6:00 am – 8:00 pm	60	5:00 am – 8:00 pm	60
70	6:00 am – 8:00 pm	60	7:00 am – 7:00 pm	60	8:00 am – 6:00 pm	60
90	AM and PM peak	3 AM trips 2 PM trips	--	--	--	--

Phase 2 Recommendations by Line

Line 10 Whittier Blvd.

Extend weeknight service one hour later until 11:00 pm.

Line 20 San Gabriel/Montebello

Upgrade weekday frequency to 30 minutes between 6am and 6pm.

Extend weeknight service one hour later until 10:00 pm.

Line 30 Garfield Ave.

Upgrade weekday frequency to 30 minutes between 6am and 6pm.

Extend weeknight service 30 minutes later until 9:00 pm.

Line 40 Beverly Blvd.

No changes are recommended during Phase 2.

Extend weeknight service one hour later until 11:00 pm.

Line 50 Washington Blvd.

Extend weeknight service one hour later until 9:00 pm.

Add Sunday service.

Line 55 Montebello/La Mirada

Extend weeknight service one hour later until 9:00 pm.

Add Sunday service.

Line 70 Wilcox Ave

Add Saturday and Sunday service.

Line 90 Downtown Express

No changes are recommended during Phase 2.

PHASE 3 SERVICE RECOMMENDATIONS

Phase 3 upgrades weekday frequencies on multiple lines to increase convenience, reduce wait times, and improve connections between lines, specifically:

- Upgrading Line 10 to 15-minute frequency on weekdays.
- Upgrading Line 50 to 30-minute frequency on weekdays.
- Upgrading Line 55 to 30-minute frequency on weekdays.

Phase 3 improvements would require a 9% increase in revenue hours and 6 additional peak vehicles.

Phase 3 Frequency and Service Span

Line	Weekday		Saturday		Sunday	
	Span	Frequency	Span	Frequency	Span	Frequency
10	4:30 am – 11:00 pm	15-18	4:30 am – 10:00 pm	18	4:30 am – 10:00 pm	18
20	5:00 am – 10:00 pm	30-45	6:00 am – 9:00 pm	45	5:30 am – 9:00 pm	45
30	5:00 am – 9:00 pm	30-45	6:00 am – 8:00 pm	45-60	5:30 am – 8:00 pm	45-60
40	5:00 am – 11:00 pm	18	5:00 am – 10:00 pm	18	4:30 am – 10:00 pm	18
50	5:00 am – 9:00 pm	30-45	6:00 am – 8:00 pm	60	4:30 am – 8:00 pm	60
55	5:00 am – 9:00 pm	30-45	6:00 am – 8:00 pm	60	5:00 am – 8:00 pm	60
70	6:00 am – 8:00 pm	60	7:00 am – 7:00 pm	60	8:00 am – 6:00 pm	60
90	AM and PM peak	3 AM trips 2 PM trips	--	--	--	--

Phase 3 Recommendations by Line

Line 10 Whittier Blvd.

Upgrade weekday frequency to 15 minutes between 6am and 6pm.

Line 20 San Gabriel/Montebello

No changes are recommended during Phase 3.

Line 30 Garfield Ave.

No changes are recommended during Phase 3.

Line 40 Beverly Blvd.

No changes are recommended during Phase 3.

Line 50 Washington Blvd.

Upgrade weekday frequency to 30 minutes between 6am and 6pm.

Line 55 Montebello/La Mirada

Upgrade weekday frequency to 30 minutes between 6am and 6pm.

Line 70 Wilcox Ave

No changes are recommended during Phase 3.

Line 90 Downtown Express

No changes are recommended during Phase 3.

PHASE 4 SERVICE RECOMMENDATIONS

Phase 4 upgrades weekday frequencies on Lines 40 and 70, specifically:

- Upgrading Line 40 to 15-minute frequency on weekdays.
- Upgrading Line 70 to 30-minute frequency on weekdays.

Phase 4 improvements would require a 5% increase in revenue hours and 4 additional peak vehicles.

Phase 4 Frequency and Service Span

Line	Weekday		Saturday		Sunday	
	Span	Frequency	Span	Frequency	Span	Frequency
10	4:30 am – 11:00 pm	15-18	4:30 am – 10:00 pm	18	4:30 am – 10:00 pm	18
20	5:00 am – 10:00 pm	30-45	6:00 am – 9:00 pm	45	5:30 am – 9:00 pm	45
30	5:00 am – 9:00 pm	30-45	6:00 am – 8:00 pm	45-60	5:30 am – 8:00 pm	45-60
40	5:00 am – 11:00 pm	15-18	5:00 am – 10:00 pm	18	4:30 am – 10:00 pm	18
50	5:00 am – 9:00 pm	30-45	6:00 am – 8:00 pm	60	4:30 am – 8:00 pm	60
55	5:00 am – 9:00 pm	30-45	6:00 am – 8:00 pm	60	5:00 am – 8:00 pm	60
70	6:00 am – 8:00 pm	30-60	7:00 am – 7:00 pm	60	8:00 am – 6:00 pm	60
90	AM and PM peak	3 AM trips 2 PM trips	--	--	--	--

Phase 4 Recommendations by Line

Line 10 Whittier Blvd.

Line 20 San Gabriel/Montebello

No changes are recommended during Phase 4.

Line 30 Garfield Ave.

No changes are recommended during Phase 4.

Line 40 Beverly Blvd.

Upgrade weekday frequency to 15 minutes between 6am and 6pm.

Line 50 Washington Blvd.

No changes are recommended during Phase 4.

Line 55 Montebello/La Mirada

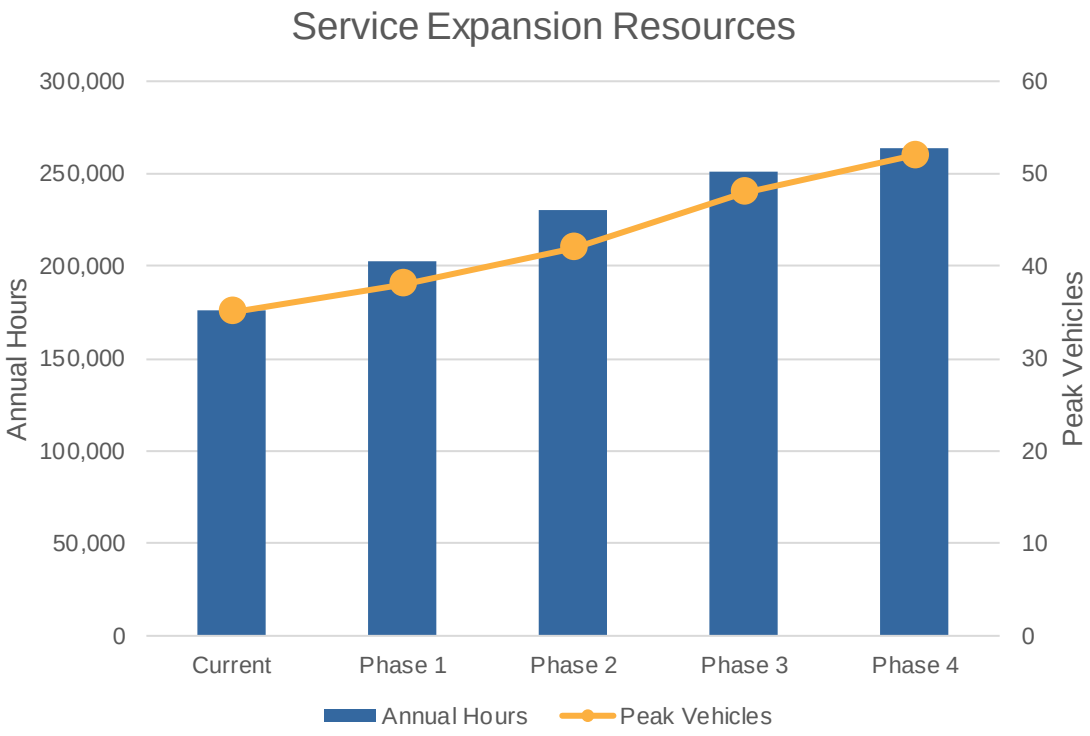
No changes are recommended during Phase 4.

Line 70 Wilcox Ave

Upgrade weekday frequency to 30 minutes between 6am and 6pm.

Line 90 Downtown Express

No changes are recommended during Phase 4.


Service Expansion Resources
300,000
250,000
200,000
150,000
100,000
50,000
0
Annual Hours
60
50
40
30
20
10
0
Peak Vehicles
Current
Phase 1
Phase 2
Phase 3
Phase 4
Annual Hours
Peak Vehicles

FUTURE SERVICE CONSIDERATIONS

In addition to the near-term service recommendations, there are several opportunities for longer-term service expansions that would require additional resources, dedicated layover facilities, or inter-agency operating agreements prior to implementation. These concepts represent potential long-term opportunities for MBL to explore and study further.

Extension to Rio Hondo College

Line 40 currently lacks a strong anchor destination at its easter end-of-line. Extending Line 40 further east to Rio Hondo College would improve access to higher education and employment opportunities. This service extension would also require sufficient layover space by available at the existing facility and would require additional discussions with Norwalk Transit, which currently serves to college, to ensure services remain complementary and are not overly duplicative. Another potential extension destination is Uptown Whittier. Either extension would require further study to identify the preferred alignment, coordinate with local stakeholders, and ensure funding prior to implementation.

Improved Frequency

As more resources become available, frequency on several lines may be incrementally improved to provide more convenient service. Improving early morning, late night, and weekend service from 45 to 60-minute frequencies to 30-minute frequencies would reduce average wait times and make schedules easy to understand. Additionally, high ridership such as Line 10 and Line 40 may have sufficient demand in the future to operate as frequently as every 10 minutes during certain times of day. These frequency improvements may only be feasible with an increase in available resources and may need to be re-evaluated prior to implementation.

LA Metro Eastside Transit Corridor

The planned extension of the LA Metro L (Gold) line into Commerce, Montebello, and Pico Rivera represents an opportunity for MBL to reevaluate how service is provided along this corridor and provide improved connectivity to the regional rail system. Of particular interest is the planned station located at the intersection of Greenwood Ave & Washington Blvd within the city of Montebello. Recommended service alignments for Lines 20 San Gabriel, 50 Downtown Los Angeles/Montebello, 55 Montebello/Whittier, and 70 Wilcox Ave all intersect with this area, presenting opportunities for additional service investment and improvements.

Line 50 Considerations

MBL is a unique transit provider in the region for its role as a municipal agency that provides extensive service throughout the region beyond its own city borders. This is exemplified by Line 50, which provides long distance service along the Washington Blvd corridor between downtown Los Angeles and La Mirada, only serving the periphery of the City of Montebello. There may be a future opportunity to identify other operating partners to provide this service or join MBL as a funding partner for this service to ensure continued benefits to their communities.

SUPPORTING RECOMMENDATIONS

End-of-Line Evaluation

A common theme from operator outreach included several comments about inadequate layover time and a lack of restroom facilities at the termini of some lines. While the constantly changing conditions of vehicle traffic and congestion present challenges for accurately scheduling layover time, there is an opportunity to explore potential schedule changes or identify new layover locations that can better accommodate operator needs by both allowing sufficient break time between trips and ensuring restroom facilities are available at all layover locations. This may require a piecemeal approach to identify specific gaps and opportunities but would be a key step to improving operational efficiency of lines and improving operator retention during an ongoing national operator shortage.

Mobile App Partnerships

Similar to marketing and branding, actively seeking partnership opportunities with third party mobile applications such as the transit app may be a useful strategy for improving communication with passengers. With such a partnership in place, QR codes may be placed on each bus stop to allow passengers to get real time bus tracking information though the transit app. Additionally the app may be used to push out rider alerts for potential service changes or disruptions and may also be used to publicize survey efforts. This strategy may be used to improve the community's perceptions of MBL and provide clearer information on a more timely basis to riders than existing platforms may allow.

5 MONTEBELLO MOBILITY HUB

The establishment of a mobility hub within the City of Montebello would improve the rider experience and address operator challenges.

IDENTIFIED NEED

During the project outreach process, the study team collected feedback from riders and identified a desire for more amenities at bus stops, such as seating, lighting, and real-time information displays. The study team also interviewed bus operators who expressed a need for better access to restrooms at end-of-lines.

POTENTIAL SOLUTION

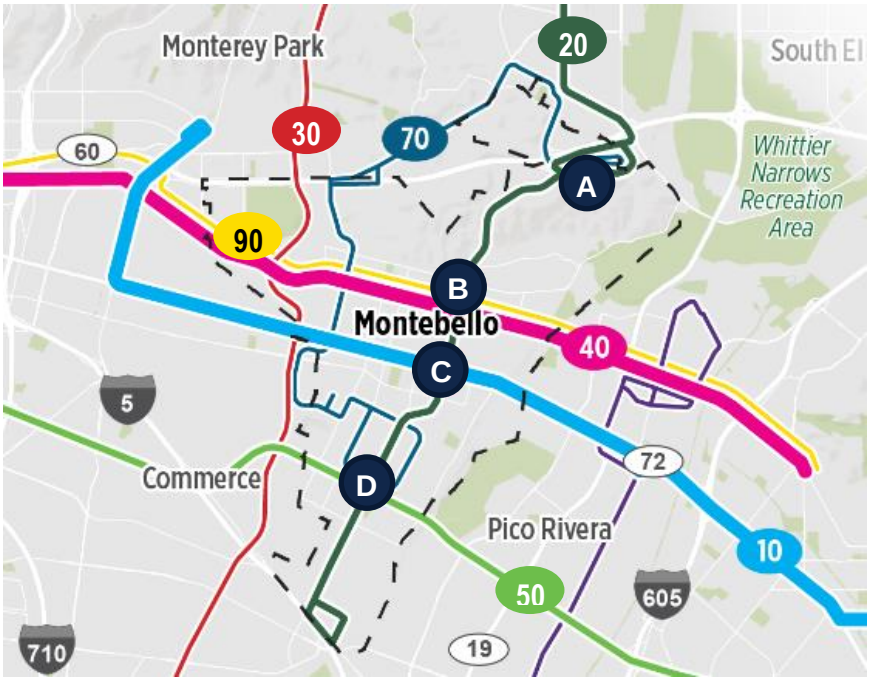
Mobility hubs were identified as a potential solution to improve the MBL rider experience, provide better access to first mile/last-mile mobility options, and resolve some operator challenges. Mobility hubs are public spaces designed and maintained to bring together frequent transit service, supporting amenities, sustainable mobility options, and community-serving activities in one place. The specific elements of a mobility hub can vary based on many factors, such as size, activity, adjacent land use, etc.

Common Mobility Hub Elements

Rider and Operator Experience	Public Realm	Sustainable Mobility
▪ Seating and shade ▪ Pedestrian-scale lighting ▪ Digital trip planning ▪ Off-board fare payment ▪ Real-time arrival information ▪ Public restrooms ▪ Electric device charging	▪ Safe and highly visible crossings ▪ Vending space ▪ Community space and public art ▪ Climate resilient design features	▪ Short-term bike parking ▪ Space for shared mobility parking ▪ Dedicated curb zone uses ▪ Parcel pick-up lockers

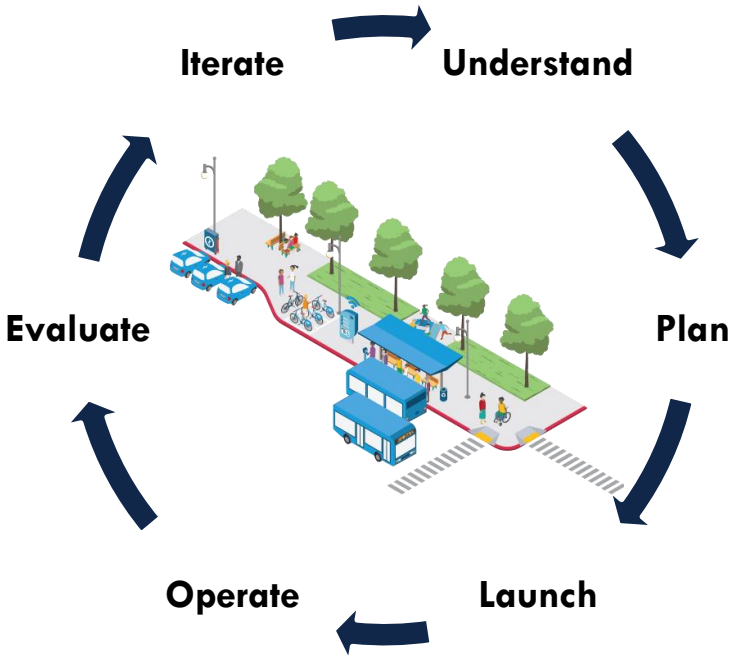
Potential Mobility Hub Locations

Four locations within the City of Montebello were identified as potential mobility hub locations. Each location was evaluated in terms of transit lines served and the best-case scenario build. Based on the evaluation and local demographics, the South Montebello location is recommended as the highest priority for a mobility hub.



Option	Location	Transit Lines Served	Best Case Scenario
A	North Montebello	▪ MBL 10, 70 ▪ Metro 106, 287 ▪ Foothill 269	Retrofit existing bus stop south of the Shops at Montebello.
B	Montebello Civic Center	▪ MBL 20, 40	Activate NW corner of Beverly Blvd & Montebello Blvd (Starbucks).
C	Central Montebello	▪ MBL 10, 20	Activate NW corner of Whittier Blvd & Montebello Blvd (CVS).
D	South Montebello	▪ MBL 20, 50, 70	Replace bus stop at Greenwood Ave & Washington Blvd with new Mobility Hub build.

MOBILITY HUB PLANNING PROCESS



Understand

Understand mobility gaps and needs of the community through engagement, assessments, and field observations.

Plan

Plan for access, amenities, public realm, customer experience, and information needs. Secure funding, financing, and partnership options.

Launch

Launch planning for installation, building, and public messaging.

Operate

Operate once installation/construction ends and amenities are ready for public use.

Evaluate

Evaluate hub performance and product fit early and often.

Iterate

Iterate on hub design, configuration, services, and programs to meet changing needs.

6 FARE POLICY OPTIONS

Simplifying the MBL fare structure would improve alignment with peer agencies and emphasize equity within the community.

PEER REVIEW

The COA also included a review of MBL's existing fare policy, a peer review of other similarly sized agency's fare policies, and an evaluation of potential alternative fare policies for future consideration. While no two transit agencies operate identically; however, most agencies share some characteristics with others, and those common characteristics can form a basis for comparison. Comparing fare structures, policies, and system performance among a group of peer agencies helps identify strengths and opportunities and facilitates best practices amongst the group of peers.

This peer review compares Montebello Bus Lines with seven other transit systems serving the Los Angeles metropolitan region. The purpose of this peer review is to identify best practices and trends among similar transit systems and determine the benefits and drawbacks of different fare structures and fare technology. Peer agencies include:

- Big Blue Bus (Santa Monica, CA)
- Torrance Transit (Torrance, CA)
- Norwalk Transit (Norwalk, CA)
- Long Beach Transit (Long Beach, CA)
- Riverside Transit Agency (Riverside, CA)
- GTrans (Gardena, CA)
- Foothill Transit (West Covina, CA)

The results of the peer review identified several trends and best practices that are applicable for MBL, including:

- MBL charges a full fare for internal transfers, while most peers offer transfers for free or under $0.50.
- MBL does not offer a monthly pass outside of the relatively expensive EZ pass.
- Some agencies, like Big Blue Bus, are incentivizing TAP card usage by providing discounted fares or transfers when using this fare product.

FARE ALTERNATIVES

Any change in the fare structure for MBL would result in changes to ridership and revenue. To better understand these impacts, a fare model was developed based on existing ridership and revenue data from 2021. This information was then used as a baseline to understand order of magnitude changes to fare revenues and ridership due to specific pricing or structural changes.

Scenario Evaluation

Six different preliminary scenarios for fare structures and pricing changes were developed to evaluate potential impacts to MBL ridership and revenue.

- Scenario 1: Optimize Fares to Maximize Ridership
- Scenario 2: Optimize Fares to Maximize Revenue
- Scenario 3: Eliminate Fares for K-12 Students
- Scenario 4: Align with Peer Agency Best Practices
- Scenario 5: Simplify the Fare Structure
- Scenario 6: Eliminate Fares for All Passengers (low and high projections)

Following a presentation of the preliminary fare scenarios and associated impacts, a preferred fare scenario was developed in coordination with MBL staff to incorporate aspects of several preliminary fare scenarios.

Preferred Fare Scenario

The preferred fare scenario is intended to create a simplified, easier to understand fare structure that better aligns with peer agencies and continues to emphasize equity within the community.

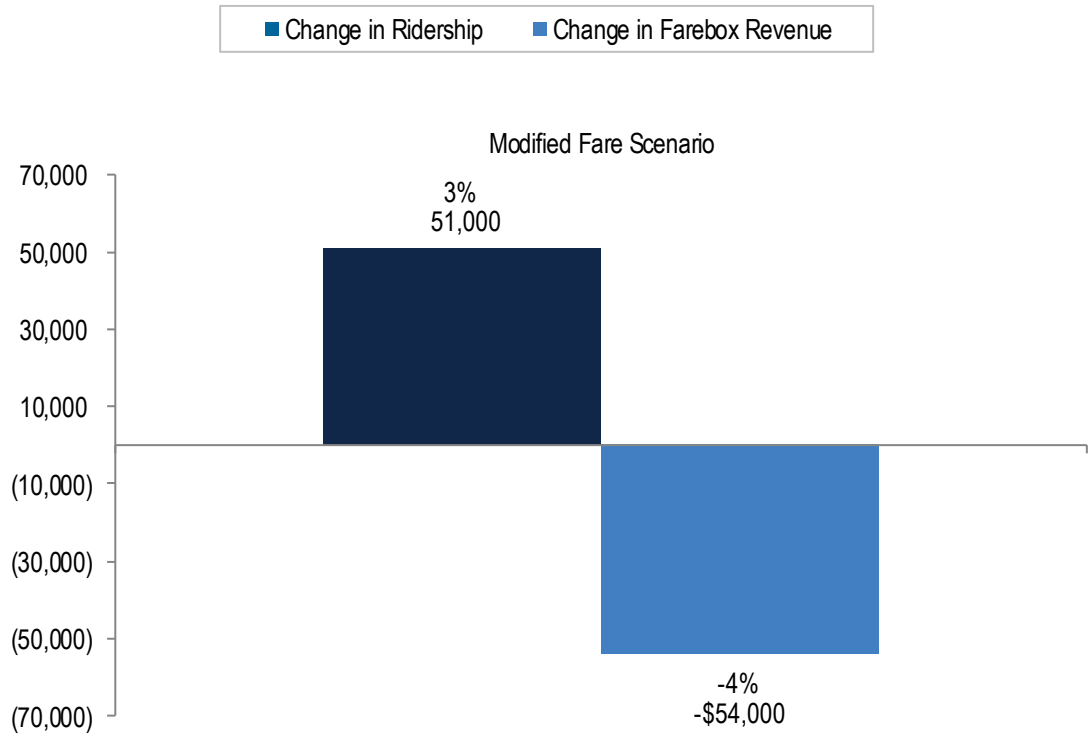
The preferred fare scenario would raise the base fare to $1.25 and include a $0.50 transfer to align with peer agencies. However, providing transfers would necessitate providing paper transfer slips, which would require additional costs for MBL to purchase and administer. In conjunction with the base fare reduction, the reduced fare would remain at $0.50 and the dial-a-taxi fare would also remain at $1.00. K-12 students would now ride fare free and would no longer have specialized pass products at a discounted rate. This would serve to increase ridership amongst this group and reduce the administrative burden for MBL to administer an additional pass program.

The preferred fare scenario would result in a 3% increase in ridership (51,000 trips) and would generate $54,000 less in annual farebox revenue, a 4% decrease.

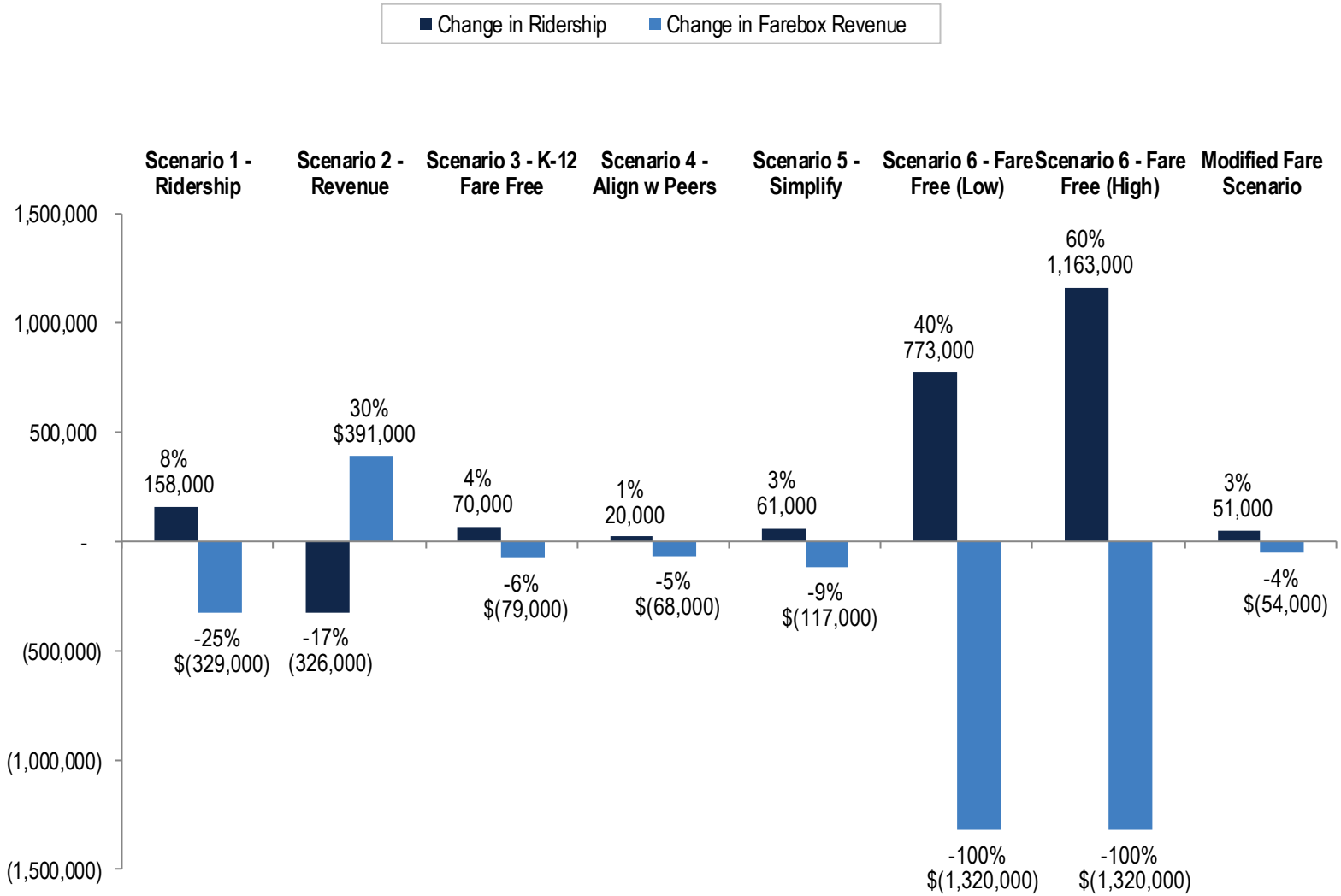
Preferred Fare Scenario Structure

Fare Type	Base Fare	Student Fare (K-12)	Reduced Fare (Seniors, Disabilities)
Single Trip	$1.25	Free	$0.50
Interagency Transfer	$0.25	$0.25	$0.10
Day Pass	$3.00	Free	$1.50
Dial-A-Taxi	$1.00	--	--
Other Discount Policies			
Children (under 4 years old)	Free		
Transfers	$0.50		

Preferred Scenario Ridership and Revenue Impacts



Fare Scenario Impact Summary



Appendix A:
Community Outreach Summary

Introduction

This chapter provides an overview of the key themes and takeaways identified during Phase I and Phase II of public outreach for the Montebello Bus Lines COA, which was branded as *Montebello Moves* to the community. Phase I is intended to identify aspects of the MBL system that are working well, that are not working well, and community priorities for service improvements. Phase II is intended to present preliminary service concepts to the public and seek feedback on what aspects have the most support before developing a single preferred alternative.

Phase I Outreach (Fall 2021)

Virtual Public Meeting

A virtual public meeting was held on Tuesday, October 28, 2021, from 6:00 p.m. to 7:00 p.m. and included simultaneous Spanish interpretation on Zoom. The meeting included a presentation on the project background, key findings from the existing conditions analysis, and highlighted opportunities for engagement throughout the project.

The virtual public meeting also included a series of interactive polling questions using the Mentimeter platform as well as a question-and-answer session.

While the virtual public meeting only had four participants, English and Spanish recordings were posted on the City of Montebello's YouTube page and have received a combined 39 views as of early December 2021.

Pop-Up Events

The project team attended the City of Montebello's 101st Anniversary Event at City Park on October 16, 2021, from 11:00 a.m. to 4:00 p.m. The project team staffed a booth in which they distributed project fact sheets, spoke to attendees about the project and encouraged visitors to take the community survey.



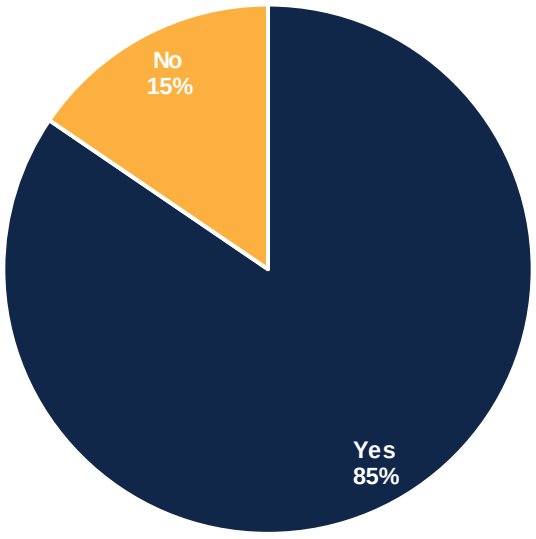
Online Community Survey

An online community survey was open between October 11, 2021, and December 3, 2021. The purpose of the survey was to evaluate ridership behavior and demographics for the community, identify satisfaction of various aspects of MLB service, and determine priorities for service improvements. The survey was advertised through paper flyers posted on board vehicles, at major stops, and in public buildings, social media posts on city accounts, and through information sharing with stakeholder networks and constituencies. Additionally, a $50 target gift card was made available as a raffle price to further incentivize participation in the survey. They survey received a total of 155 unique responses.

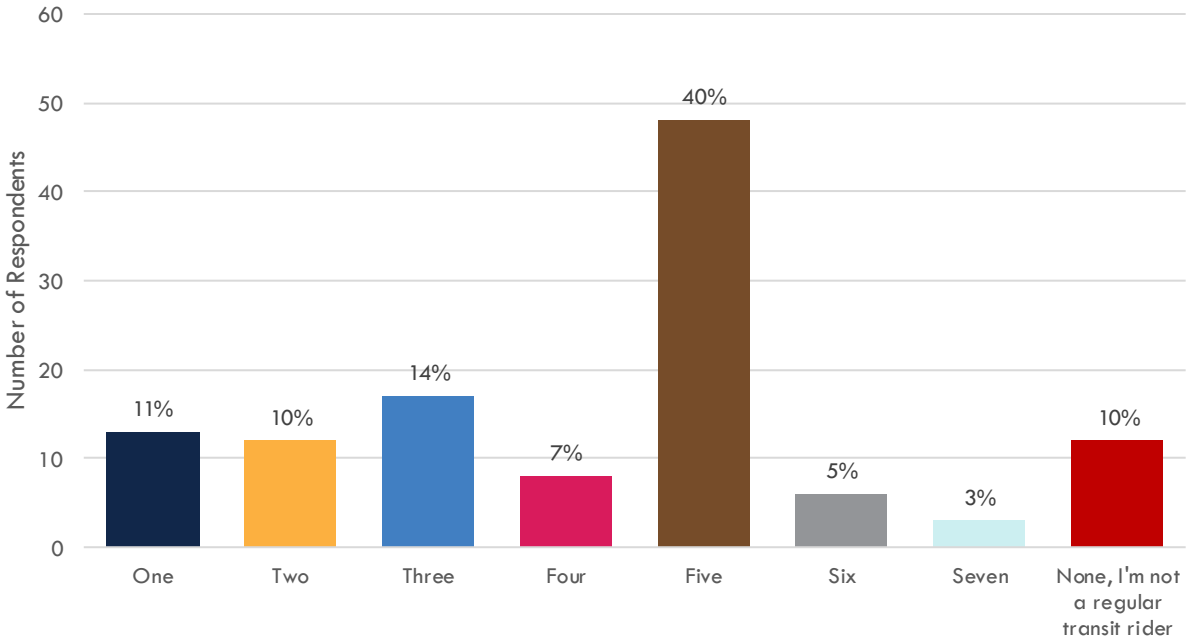
Unlike the on-board survey, the online community survey was available for all members of the community, not just transit riders actively on-board vehicles. When asked whether they had ridden MBL service in the past year, 85% of survey respondents indicated that they had, compared to 15% who indicated they had not. When asked how many days per week they use transit, nearly half of survey respondents indicated that they ride transit five or more days per week (48%). Additionally, nearly half of respondents (46%) have been riding MBL for five or more years and 33% have been riding for three to four years.

Survey respondents were also asked to identify the reasons that they ride transit, and the most common response (48%) was that the did not have access to a vehicle and the second highest response was that transit is convenient (23%). These results suggest that MBL's ridership base are long-time, transit dependent riders.

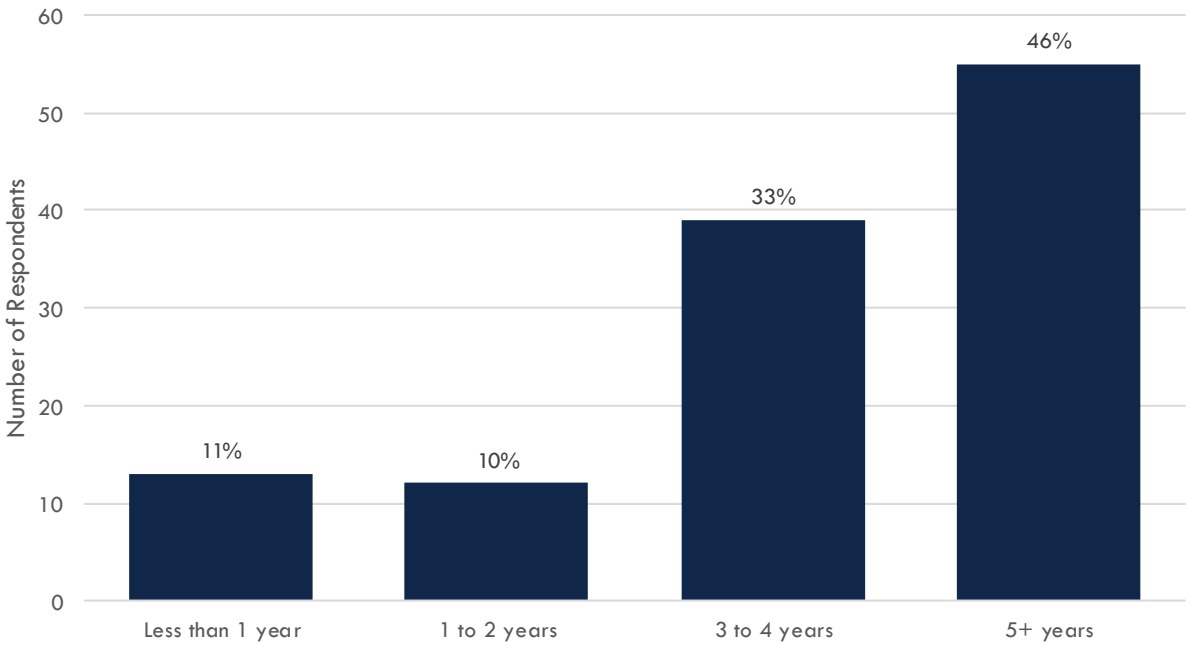
Community Survey – Have you ridden MBL in the past year?



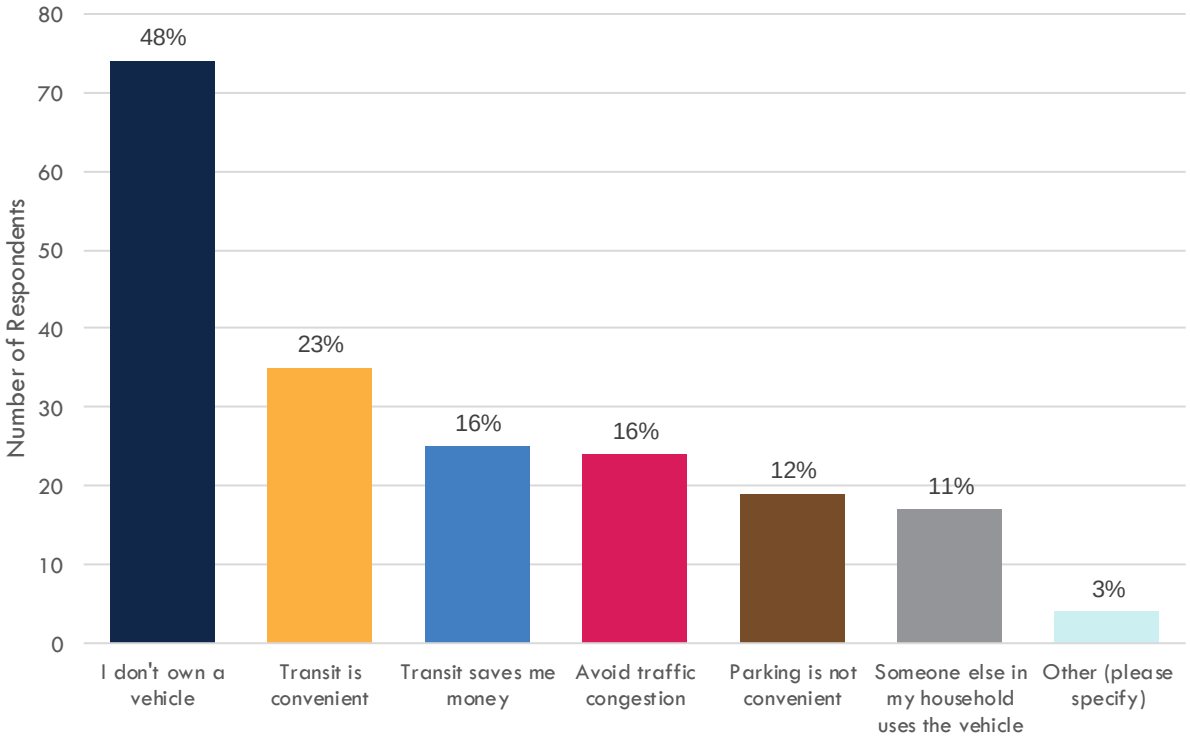
Community Survey – How many days per week do you ride transit?



Community Survey – How long have you been riding MBL?



Community Survey – Why do you ride transit?

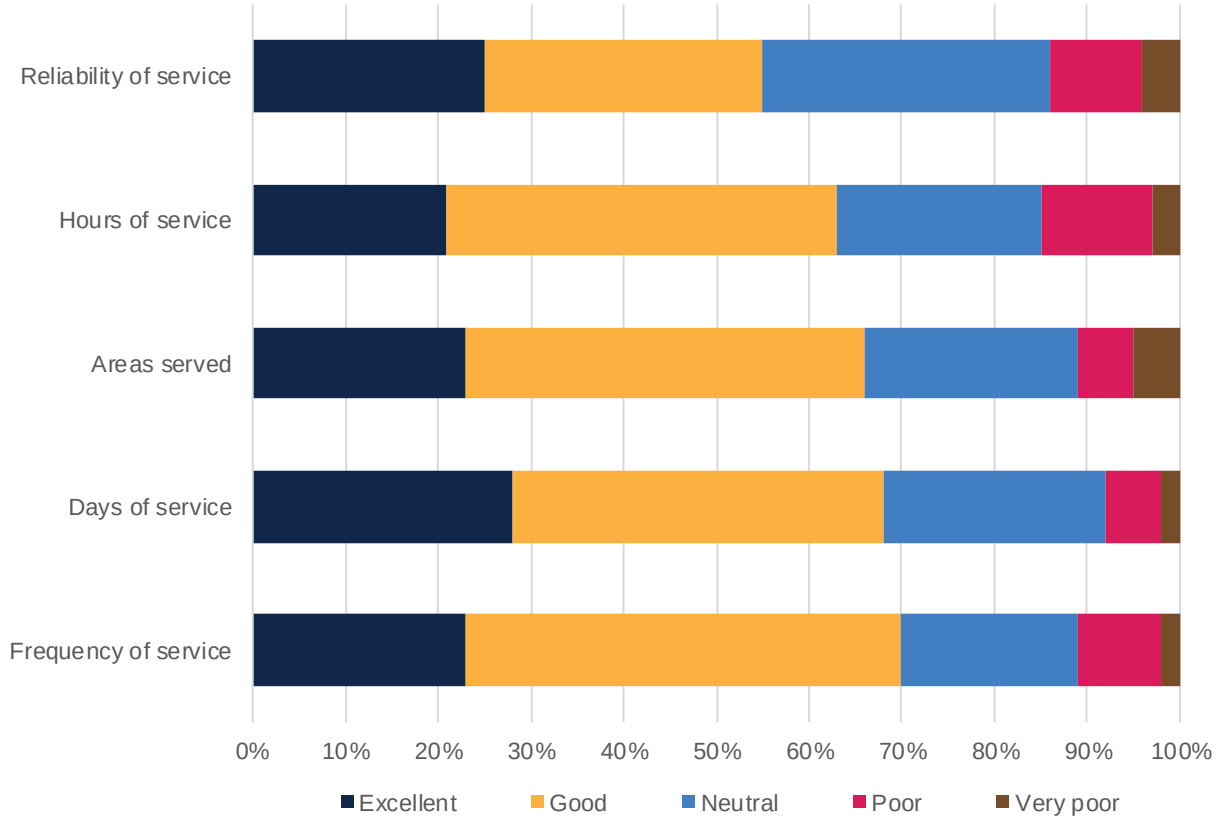


Service Satisfaction

As with the on-board survey, the community survey respondents were also asked to rank their level of satisfaction for various aspects of MBL service, including reliability, service span, coverage, days of service, and service frequency. In general, survey respondents were highly satisfied with MBL service with at least 56% of respondents ranking all aspects of service as either good or excellent and at least 88% of respondents ranking all aspects of service as acceptable, good, or excellent.

The areas with the lowest level of satisfaction include reliability of service and hours of service. These represent the areas with the highest potential for improvements by increasing travel times, reducing on-time performance issues, and extending service span later in the evening.

Community Survey – Satisfaction with MBL Service



Open-Ended Comments

Survey respondents were given the opportunity to provide open-ended comments throughout the survey. The verbatim comments from the survey. When asked to identify any places that MBL should serve that it does not today, the most common responses included:

- El Monte
- East Los Angeles
- Downey
- Pico Riviera Plazas and Libraries
- Citadel Outlets
- South Pasadena Metro Station

When given the opportunity to provide any other open-ended comments or suggestions for improving MBL service, common themes included:

- Later evening service on Whittier Blvd
- Improve reliability and reduce wait times
- More frequent service on Lines 30, 50, and 70
- Operate Sunday service on Route 50

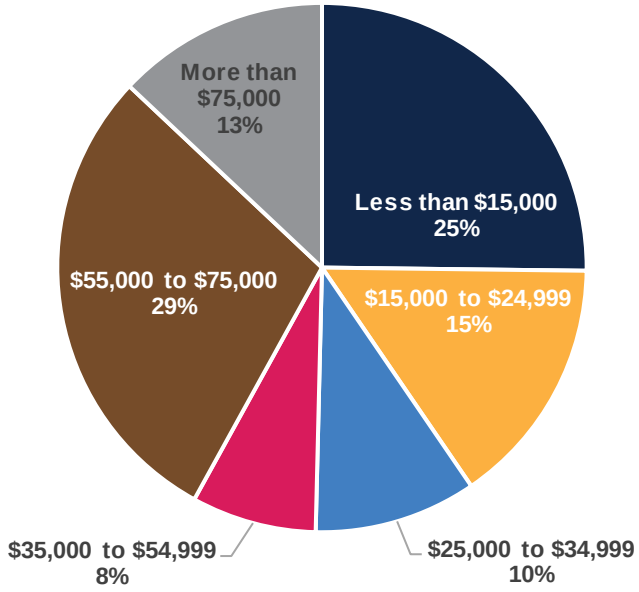
Respondent Demographics

As with the on-board survey, the community survey included a series of questions regarding respondent demographics, including household income, age, employment status, as well as race and ethnicity.

Household Income

The household income reported by the community survey respondents was notably higher than for the on-board survey, with 42% reporting $55,000 or more per year. An additional 40% reported earning less than $25,000 per year.

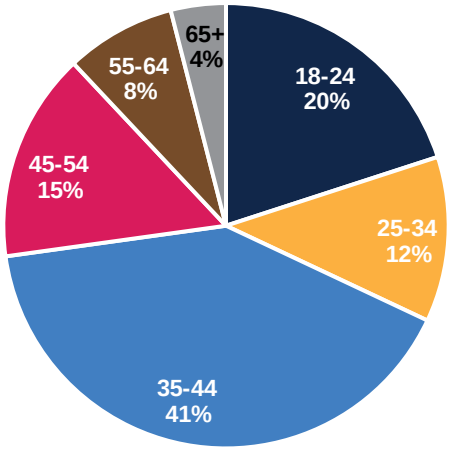
Community Survey – Respondents' Annual Household Income



Age

When asked to report their age, 41% of respondents indicated they were between 35 and 44, while 20% were 18-24 and 15% were 45-54, and 12% were 25-34. Relatively few reported being over 54, with 8% between 55 and 64 and 4% 65 or older.

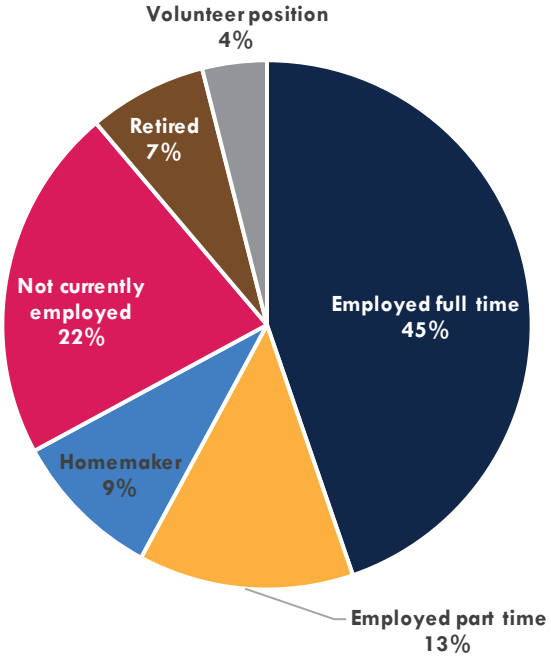
Community Survey Respondents' Age



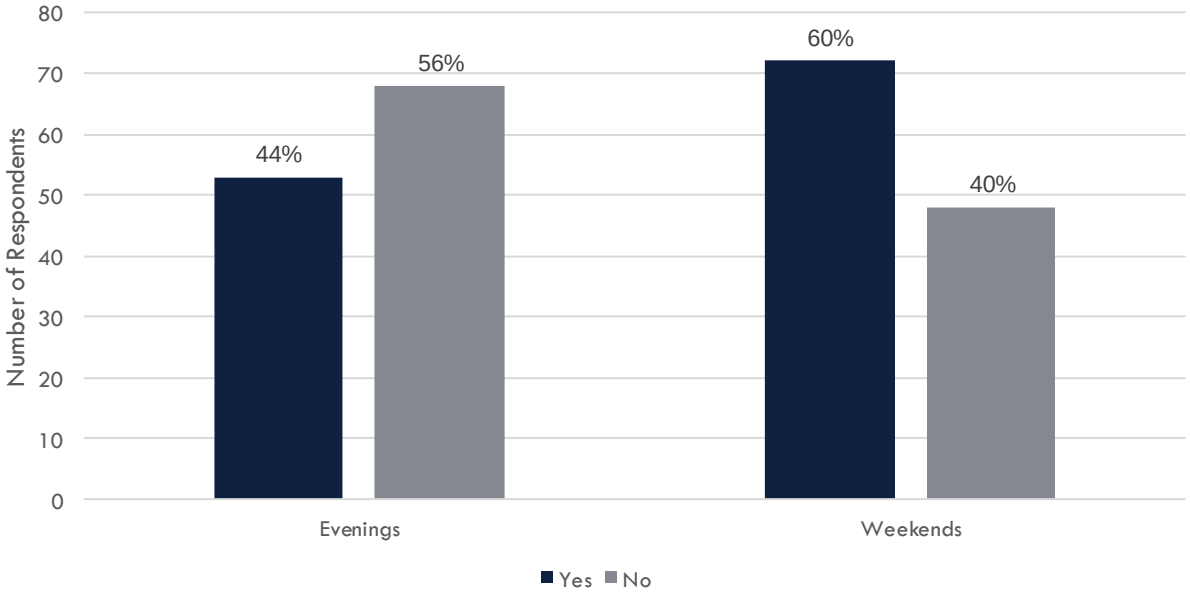
Employment Status

When asked their employment status, 58% of respondents indicated that they were employed part-time or full-time, 22% reported being unemployed, and the remaining 20% reported either being retired, a volunteer, or a homemaker. When asked whether they work on evenings or weekends, 44% of respondents indicated that they work on evenings, later than 9:00 p.m., and 60% reported working on weekends.

Community Survey Respondents' Employment Status



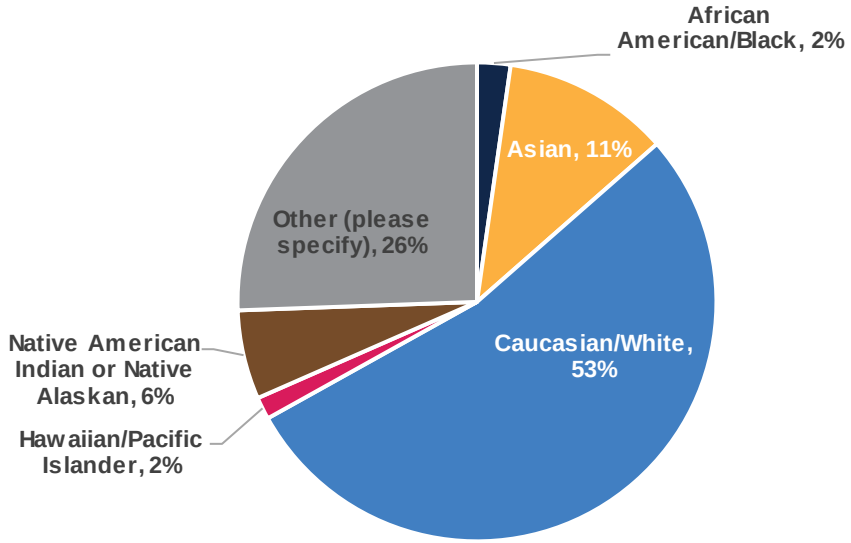
Community Survey – Do you work evenings after 9:00 p.m. or weekends?



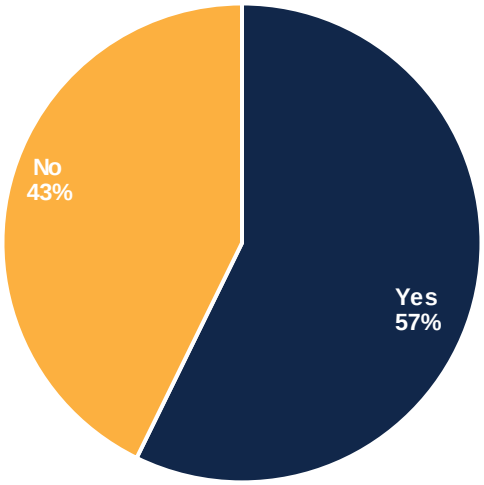
Race and Ethnicity

Most respondents (57%) reported identifying as Hispanic or Latino. When asked to identify their racial identify, 53% of respondents identified as White or Caucasian, 11% as Asian, 6% as Native American or Native Alaskan, and 2% each as Hawaiian/Pacific Islander and Black or African American. Additionally, 26% of respondents selected other with the most common responses including Mexican, Hispanic, and Latino.

Community Survey – Respondents' Race



Community Survey – Do you identify as Hispanic or Latino?



Stakeholder Engagement

Two stakeholder meetings were held on October 21, 2021, and included representatives from educational institutions, community based and service organizations, major employers, school districts, and other stakeholder organizations in Montebello and neighboring cities. The list of stakeholder organizations that attended one of the two sessions include:

- The Shops at Montebello
- Montebello – Unified School District
- City of Montebello, Parks Department
- City of Montebello, Senior Programs
- Montebello Lions Club
- Beverly Hospital
- Los Angeles County Library
- YMCA Montebello – Commerce

Each session began with a presentation that included information on project background, key findings from the existing conditions analysis, and highlighted opportunities for engagement throughout the project. Following this presentation, stakeholder representatives encouraged to participate in a discussion regarding what is working well for MBL, how MBL can improve, and what aspects of service are most important. The key themes and takeaways from these discussions are summarized in the following table.

- A need for improved information and wayfinding
- A need for later evening service to meet more trip purposes
- There are opportunities to improve connections with other regional services

Stakeholder Interview Discussion Themes

Theme	Comments
Destinations	▪ Partnerships with other transit hubs - for example connecting to Norwalk Green Line. ▪ Connecting people to community services. ▪ Connect parks and public spaces with fixed route between schools and parks.
Reliability	▪ Buses being on time is very important to these bus riders.
Span of Service	▪ Need for later service to account for people that have late work shifts.
Real-Time Information	▪ Kiosk with bus schedules at key destinations or QR codes to get more information. ▪ Digital divide makes it harder to track information on the web or from an app. ▪ Could we have a scrolling video screen of bus times.
Rider Education/Information	▪ People are not aware of how to use the bus and how to get to the bus. Approximately 30% of the questions received by The Shops at Montebello are regarding MBL and how to find the bus stops. Tells them they are not sure how to travel and use the buses. ▪ There is not good advertisement to where the bus goes and destinations you can reach.
Bus Stops	▪ The high number of stops is good for the community. ▪ City does not respond to repair requests for lighting or graffiti removable. ▪ Bus stop maintenance is lacking. ▪ Bus stop improvements needed to provide better protection against natural elements.
Website and Digital Outreach	▪ Website is difficult to navigate. ▪ Live tracking on the website and more real-time information at bus stops would be helpful. ▪ Consider technology limited users (Seniors) and ADA compliant on-site notifications. ▪ Utilize social media to raise awareness of bus lines. ▪ Include more graphics when sharing resources.
Image	▪ Clean exterior of buses.

Phase II Outreach (Spring 2022)

Virtual Public Meeting

Two virtual public meetings were held during Phase II of public outreach, the first was aimed at the entire Montebello Bus Lines system and the larger community and the second was targeted toward service changes proposed in the City of Pico Rivera specifically.

The first meeting was held on Thursday, March 17, 2022 from 6:00 – 7:00 pm. The meeting included simultaneous Spanish interpretation on Zoom. A total of 17 people participated in the meeting. The meeting began with a presentation on the study, existing conditions, proposed changes and was followed by a question-and-answer session. A recording of this meeting was uploaded to the city's YouTube channel in both English and Spanish and has received over 115 views. Questions focused on proposed route changes and impacts to existing bus stops.

The second meeting was held on June 6, 2022 at 6:00 pm and was specifically advertised to the Pico Rivera community and El Rancho Unified School District. The meeting was advertised through direct invitations to stakeholders, social media posts, updates to the project website, and flyers posted onboard vehicles and at bus stops. Attendance varied throughout the course of the meeting with approximately 12-16 attendees present at any given time.

The virtual public meeting included a presentation from the project team detailing the project background and timeline, key findings from the existing conditions evaluation related to Line 60, updates to the proposed service change, and an open discussion between the project team and community meeting participants. The project team received comments from 11 different attendees, including:

- Six members of the community
- One board member from El Rancho Unified School District
- Four representatives from the City of Pico Rivera

Common themes from these questions and discussions included:

- Concerns about access to El Rancho High School following state mandate for later start times in Fall 2023
- Questions on implementation timeline and potential for a Title VI Equity Analysis associated with the service change
- Concerns regarding a lack of alternative transportation options in the City of Pico Rivera
- Questions regarding alternative funding mechanisms to continue providing this service

Following the Pico Rivera Public Meeting, representatives from the City of Pico Rivera requested additional details regarding the decision-making process, Title VI requirements, community survey data, project timeline refinements, and detailed historical operating characteristics. This technical memorandum provides responses to several of these requests, however additional follow up and analysis may be required to directly respond to all supplemental requests made by the City of Pico Rivera.

Pop-Up Events

The project team hosted two pop up events, East Los Angeles College from 11:30 a.m. to 1:30 p.m. and Shops at Montebello from 3 p.m. to 5 p.m. on March 15, 2022. The project team spoke to approximately 25-30 attendees per event about the project and encouraged visitors to the booth to take the community survey as well as take part in an interactive exercise. The interactive exercise asked attendees to provide feedback on the proposed service changes in addition to how Montebello Bus lines should invest in better bus service in the future. Listed are topics selected by attendees:



- More frequent service during peak hours
- More frequent service during midday
- Earlier service
- Later service
- Weekend service on all lines
- Service to new areas
- More express / limited stop service
- Faster service / busses running on time

Online Community Survey

A second set of online community surveys were available from February 28, 2022 until April 8, 2022 and received 512 responses, split between five surveys, from 147 unique respondents. These surveys were advertised using MBL and City of Montebello social media channels, direct messaging to stakeholder groups, and through physical flyers posted at key bus stop locations and onboard vehicles. This surveying effort involved five unique surveys that were divided by sub-area within the MBL service area, including:

- Montebello / Pico Rivera
- Whittier / La Mirada
- West San Gabriel Valley
- Downtown Los Angeles
- General Comments

Survey respondents were asked to identify how strongly they supported or opposed service changes in each of the four sub-areas, along with several other questions regarding service usage and improvement priorities. Respondents were also given several opportunities to provide open-ended comments on specific service changes or other aspects of the project.

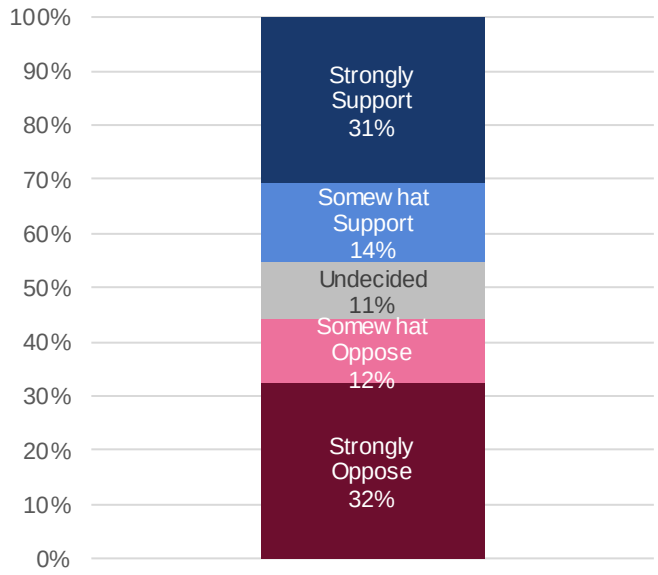
Service Change Support

When asked how strongly respondents supported or opposed certain service changes, each sub-area received varying levels of support.

Montebello / Pico Rivera

The Montebello / Pico Rivera sub-area received a mixture of support and opposition, with 45% indicating support and 44% indicating opposition. Common concerns identified in the open-ended comments included additional transfers and longer travel times related to splitting the Line 50 into two lines and a desire for a better transfer location between Line 70, Line 50, and Line 55.

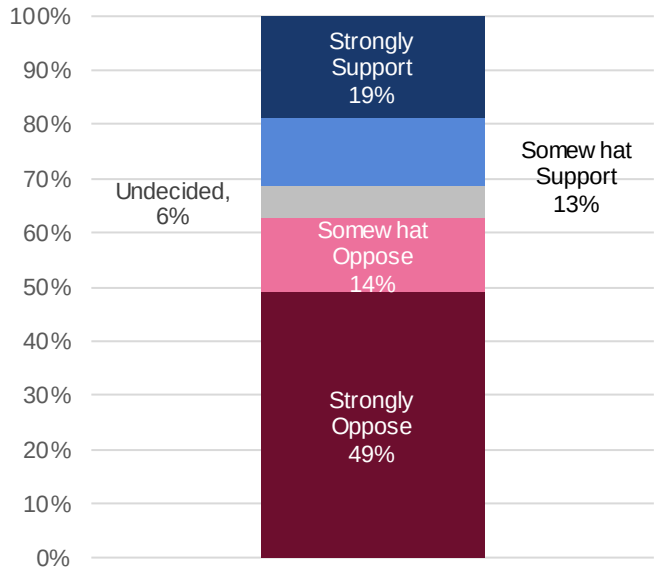
Montebello / Pico Rivera Preliminary Service Change Support



Whittier / La Mirada

The Whittier / La Mirada sub-area received a much lower level support than the other sub-areas, including 32% supporting the changes and 63% opposing them. Common concerns included additional travel time and burdens associated with shortening Line 10 and replacing with the new Line 55, as well as concerns about removing service to La Mirada, particularly at Whittier Union High School, Cal High School, and Biola University.

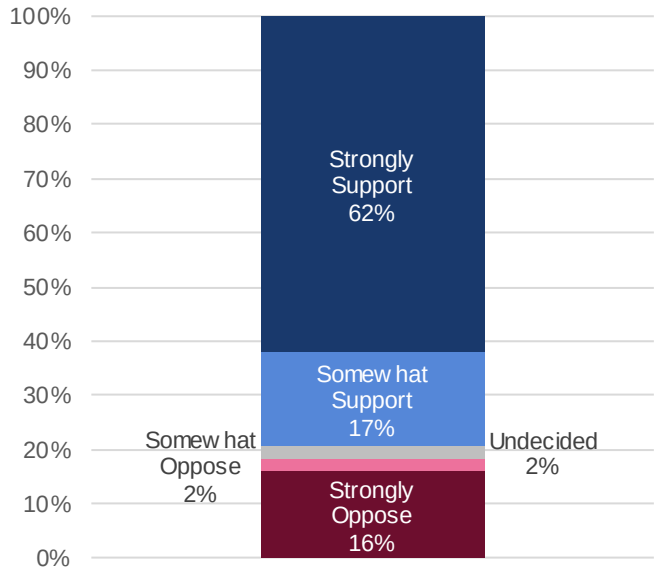
Whittier / La Mirada Preliminary Service Change Support



West San Gabriel Valley

The West San Gabriel Valley included high levels of support, with 79% of respondents indicated support for the service changes and 18% indicating opposition. This included strong support for the proposed extensions of Line 10 to Cal State Los Angeles and Line 30 to the South Pasadena Gold Line Station. Other comments requested higher frequency service on Line 30 and to consider extending Line 20 to reach the Sierra Madre Gold Line Station.

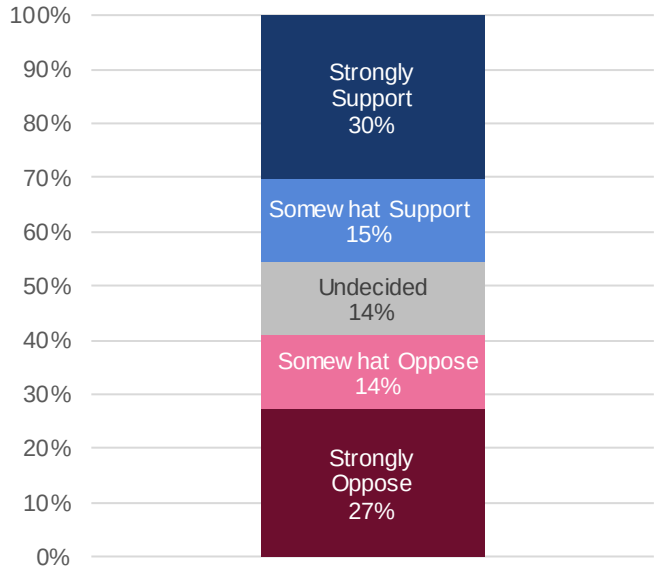
West San Gabriel Valley Preliminary Service Change Support



Downtown Los Angeles

The Downtown Los Angeles sub-area received a mixed level of support with 45% indicating support for the changes and 41% indicating opposition. The primary concern associated with this sub-area is the shortening of Line 50 to LA Trade Technical College which would require a transfer to reach the core of Downtown Los Angeles.

Downtown Los Angeles Preliminary Service Change Support



Stakeholder Engagement

One small group stakeholder meeting was held on March 10, 2022, and included representatives from cities, transportation agencies, community based and service organizations, major employers, school districts and other stakeholder organizations that serve and represent populations in Montebello and the surrounding area, including:

- City of Whittier
- Norwalk Transit
- LA Metro
- YMCA
- Rio Hondo College

The main theme of the stakeholder meeting was that the route changes being implemented to the bus lines will have a significant impact on the community. The stakeholders agreed that it is crucial to perform meaningful community outreach to the riders of the Montebello bus lines so that their voices are heard regarding the new changes. Below is a summary of comments made by participants in the meeting.

Destinations

- Creating a partnership with Cal State University of Los Angeles could provide the opportunity to create a bus hub station.
- Partnerships with other transit hubs – for example connecting with the Whittier Depot.

Digital and Public Outreach

- Opportunity to reach new stakeholders in low-income communities to gather insight on their transit needs.
- Utilize flyers to raise awareness of bus route changes affecting school districts – for example informing the Montebello School District of the proposed changes on Line 70.
- Will be asking the community what they think of new route changes, and where they want there to be more service.
- It is important to reach out to ELAC students and students / underserved populations for input.
- It is important to utilize social media platforms popular amongst young people to reach out to the younger population.

Bus Stops

- Display bus numbers for transit riders.

Reliability

- Buses being on time is especially important for commuter bus riders.

Span of Service

- Provide late-night services.
- Service should run more frequently in the early morning and mid-afternoon for students (peak school drop off and pick up times).

Connectivity

- It is difficult to make a connection to a bus going to Downtown Los Angeles from LA Trade Tech.
- Creation of the proposed Line 55 would be beneficial due to its near connection to Line 50.
- Connecting Line 30 to the Gold Line is a convenient and great connection.
- Splitting up Line 50 takes away a one-seat connection to LA for people at Whittier Whittwood Town Center, which is currently being redeveloped to include 1400+ new units.

Phase I Online Survey

New Places to Serve

Are there any places that MBL should go that it does not go today?
Anahiem
At the moment I can't think of any places.
Cal State LA and Rio Hondo College. These are both commuter colleges that should have dedicated bus lines to get there.
Citadel Outlets
Direct to Union station or direct to gold line stop.
Downey
El horario se tarda mucho en pasar
El Monte
El Monte Station should be ideal.
From 4th street Montebello to Superior Grocers
Front of metro
further into east la, it would prevent me having a 15 minute walk before going to school
I really would wish it could make its way up the hilly area on maple Avenue—it's the heights area. If I desired to go downtown I would have to go down a steep decline and to come home I practically need to HIKE up the hill from Beverly
i'm not sure if it takes you to the citadel but i would say the citadel
In my opinion they go to all the places I usually go to.
It covers most of the areas.
La Habra
La puente
Lakewood Boulevard or the North Lakewood Park and Ride in Downey, South Whittier
Las tunas
Legg Lake
Montebello buses to go to El Monte station
Monterey park Market place
More Bus Stops in Pico Rivera
More Pico Rivera and Library stops
more stops in Pico Rivera Plazas & Libraries
No. Keep the existing lines.

Are there any places that MBL should go that it does not go today?
none that are necessary, most work in a convenient way
On Wadhington Blvd on Sundays. Public can not get to Church or hospital or events on Sunday.
Pasadena, Metro green line
Perhaps surveying the needs in our most underserved neighborhoods to learn if expanded service there may be helpful.
Pick up to DTLA near the 60
Route 30 should be extended 1 mile north to the South Pasadena Metro Station instead of ending on Huntington. This would greatly improve regional connectivity. (Metro 176 used to provide service between Alhambra and Gold Line but was canceled this year.)
Santa Monica Long Beach Brea El Monte Pomona
Stop infront of shops
To big Fast Food Plazas
To east los Angeles where I reside
To expand for service improvements plan in the future proposed changes.
Unincorporated West Whittier-Los Nietos, Downey, El Monte Station, Whittier Narrows Recreation Area, Rio Hondo College
Whittier Depot
Yellowstone national park

Other Comments or Suggestions

Do you have any other comments or suggestions for improving MBL service?
Add more buses
Add more routes
Add other routes
Adjust the time frequency of busses around school.
At this time the service is bad. No buses show i the mornings. Sometime y passes ever hour and full. The administteccion and managers are the worts in this year. Terrible services
Be more clean! And make it to the stops on the schedule
Better frequency on some existing routes
Better than Metro busses
Bus are always pretty clean. Appreciate the bus receive updates pretty often.
Buses need to be on time & some drivers need to have a better attitude!!!
Can't metro provide late night service on whither blvd
Change of station environment
Customer service
Digital display inside the bus of the route the it is traveling
Do away with the lesser times for the 70 bus and the 30 bus. All bus stops should have the same frequency as any other bus during the week and the weekends.
Don't put a train on Washington.
Drivers should park as close the crib as possible for the elderly and the disabled.
Electric buses
Expand bus routes
Extended route
Fix the bike holder it gets stuck
have better timing
Hire more drivers
I get out of work at 5pm Monday-Friday and I wait for the 90 on Spring & 1st St. in Downtown Los Angeles. There needs to be a bus that comes between 5-5:30pm. Having to wait until 5:50 is very inconvenient. Before the schedule change a few months back, there was a 5:17 bus, which was very convenient for me and the other riders. Most people get out of work at 5pm, so this almost hour wait makes absolutely no sense. Please change back.
I love taking the MBL it is 100 times better then the regular metro!
I personally wish all the buses would pass more frequently because many students have to take the transit and if we miss a bus it can take 20-40 for the next to pass. :(

Do you have any other comments or suggestions for improving MBL service?
I would like to improve with the new service expansion of the destination to Pasadena which is the last stop service of Lake Ave Station & I-210 Fwy on MBL Local 30 instead of Huntington Dr & Story Place last stop services. Please expand MBL 30 (South Gate - Pasadena) on the proposed service change plan. I would like to see other new service expansion of the Cal State LA Transit Center as well.
I would like to see more frequency with the 70 bus. Often times I spend more time waiting for the 70 bus than my actual time riding it. Its so frustrating when I have to wait up to 50 minutes for the bus when Im 2 miles away from home and there is no other route or bus to choose from.
I would say sometimes the buses can be dirty, so I would recommend taking time to clean up a bit. I recently went on the bus and it smelled like urine. Overall I think my expierences on the bus has been good.
It speaks highly of MBL that community needs assessments are being undertaken to learn how to better serve.
Keep the station clean
Last time i went to downtown LA there was no montebello bus line sign for my stop on 5th/Grand so i almost missed the bus because i had to ask around if the bus still stoped there hopefully thats fixed already and also if you cant have paper maps again on the bus can there be just one map on the bus that shows that specific buses stops and times it may be helpful for people
Last week I tried to use the bus to go to church but I didn't know that line 50 does not work on Sundays. Maybe if you guys could work it a few hours on Sundays that would be appreciated. I've seen people walking from the Walmart to greenwood because the line doesn't run that day.
Light at bus stops. Last night several stops were black. This is a major safety issue. Not sure if this is the city's responsibility.
Line 70 Serves about 4 schools, please make more frequent service to this line.
Maintenance of station environment
Make it more possible for buses to arrive on scheduled time. The wait is sometimes 45 minutes before the next bus comes where the wait should be no more than 10 minutes.
Make Transportation free for students and elderly citizens
More advertising
More bus timetable
More buses
More buses that service route 30 and 50, those run almost every hour
More freeway express service in Pico Rivera & Whittier, more limited-stop service like the Thursday 10, peak hour bus Montebello - Whittier, 3 space bike racks,
No, the service is exceptional.
No...They do a great job!
on-time buses would help improve reliability

Do you have any other comments or suggestions for improving MBL service?
Please add more protected stops. The one on Beverly and 19th has no cover for transit riders from the elements. More of that is needed
Please consider extending the short line Route 20 trips from San Gabriel/ Garvey 1 mile north to San Gabriel & Valley. This would allow for easier transfers to the Metro 76 and provide an amazing north-south connection between north and south Rosemead. The 10 freeway divides the community and Route 20 is the only bus that crosses the 10 freeway for 3 miles (between Garfield & Rosemead Bl). Valley Bl also has a lot more businesses and shopping destinations.
Providing hand sanitizer, extra masks for passengers
Que tengas paradas del autobús con asientos y sombra, y que los drivers se acerquen más a la acera la Salida trasera para los adultos cuando salgan con más seguridad.
Run all lines seven days a week please
Safety is important we need to have extra personnel on board
Seatbelts and comfy chairs
Should me more empathetic and wait for those who are obviously running to catch the bus instead of shutting the door once they arrive and taking off, especially for elders.
The Draivers exelente
The ticket price should be lower
They need more bus Operators, security or police officers on the bus for safety, announcements on the bus enforcing the federal mask mandate.
To make it free especially for students and have increased ventilation. I do love the Mask Mandate
to make public transit free for everyone especially the young and carless.
To make Transportation Free especially for students and the elderly.
Todos bien,solo el horario se tarda mucho en pasar
Try getting busses out a bit faster but over all that's all.
Wifi on board. Coach seats. Online tracking of vehicles.
Wouldn't it be great to have a real-time message board on each stop or an app that provides up-to-the-minute details on bus status for each station?
Zero emission bus fleet and more limited stop service

Phase II Online Survey

New Places to Serve

Are there any specific new places that should be served?
No
Better access into DTLA
I highly recommend extending an existing or proposed new line to connect with OCTA down in the La Habra area. I know Montebello will never go further into OC however extending service from Whittwood Town Center to La Habra by a couple of miles would definitely help.
Pasadena, California
How about union station, regional connector, Pasadena (downtown) , Arcadia
I don't know
So for not at this time, but if I have any potential idea for new places that should be served, where can I contact you about it?
None
Commerce casino and the citadel, also dodger stadium during game season
Santa Fe Springs
Norwalk and train station
Buena Park Metrolink Station, LA Live/Crypto com Arena,
La Mirada kn the morning.
Expand to Orange County via Lambert Rd, terminating in La Habra
Extend line 30 (southbound) to Norwalk C (Green) Line Station. Have at least one line head to El Monte Bus Station for better connecting service.
So far I like the overall improvements other than the reduction on the 10 line.
More service to Whittier!
Commerce Metrolink
union station in downtown la
Extend Line 30 south to Lakewood Bl C Line Station via Imperial and Garfield or extend Line 30 to Norwalk C Line Station via Garfield, Stewart & Gray, Woodruff, & Imperial. There isn't a bus service in Stewart & Gray, so adding service in the corridor will benefit riders within the area. Extend Line 50 south to Buena Park Metrolink Station providing connections with Metrolink, Metro Line 460, and OCTA services. Extend select Line 40 trips to Rio Hondo College via Workman Mill providing better connections with the College.
A service to Rio Hondo college - highlight how you make higher education accessible. This can be a campaign.
CalState LA and Downey

Are there any specific new places that should be served?
Pomona Wilshire Western Station
Please don't take away the Woodford St bus stops. There could be a separate rosemead line that goes to the Montebello mall
I would like to get to Rio Hondo College for school without having to transfer
Union Station Dodgers Stadium Staples Center Santa Anita Mall
Connection to Gold Line Station
Dale and Malvern transit station and Amerige Heights Mall in Fullerton.
USC Medical Center should be served by Montebello Bus Lines.
not for me
Little Tokyo by the JANM/MOCA in Little Tokyo and Union Station Service Despite the Gold Line(L) being Crippled due to Extension to the Blue(A) and Expo(E) to the old Gold Line(L) east side portion
Downey and Bell
Maybe 20 go back to Pasadena maybe end 20 at Pcc for help student go to Pcc and Make 40 to Rio Hondo College help student take and go to Rio hondo easy and is okay make 70 evert half hours and sent any bus for peak hours for student go to MHS and any high school student make student go to school and go home easy not long time like 60 and 70 go same place but make it more better for student and any people take 60 and 70 and 40 and 20 and 10 and 50 too and 30 I like Idea 30 go to south Pasadena but let make 30 go every 20 minutes or half hours on weekdays and 30 minutes for weekend rest line keep as is

Other Service Improvements

Are there any other service improvements that are needed?
The all bus lines run more often.
Drivers need to be less rude
Frequency improvements on both the 20 and 30. Background data indicates incredible productivity for both lines - despite the terrible frequencys / service currently provided. Push those frequencys way up and the ridership will come. The data shows this and it's a no brainer. File the paperwork to get the funding from LA Metro, its a clearcut winner.
We need this bus line
Bus drivers are rude. Bus should not be taking breaks in the early start of the morning shift.
Express lines should be set for better times, not less.
More frequent North South Service in the SGV. Pre-Covid, half of the 20 trips ended at Garvey. It should end at Valley Blvd instead. The 10 freeway is a major barrier bisecting Monterey park, Alhambra, Rosemead and San Gabriel and there needs to be frequent service connecting the frequent east-west Metro buses along Valley and Garvey.
Overall, Montebello Bus Lines does a well done job on transit services however I would like to see new extensions to connect with OCBus in La Habra for better connections.
Better reliable service is needed, and safety on buses.
Express busses, bus only Lanes, better shade and seating, and real time bus service updates
I think service was cut some years ago, will there be an effort to restore it? I think most lines were more frequent back then, but one good thing more recently was that it looks like line 20 now goes all the way on weekends too. I didn't understand the question above about Express/Limited stop service. I don't think Express service is very useful (thus the reason for the score I gave), but I do believe that if Metro Rapid type service is being considered, that would be very good, even though Metro has all but eliminated theirs now. The key is to make them fast, frequent, and consistent, and only where necessary. Metro expanded theirs too fast on low ridership routes. I think Montebello Line 10 is ready for a rapid. I don't know how useful it was to have it on Thursdays only with a hard to access schedule, so it should be more consistent and better publicized, unlike before.
Lloestoy muy agradesida conustedes pues measen llegar a mitrabajo amis hijos ala es cuela
N/A
consider adding service in the evening/nighttime until 12am possibly on lines 10, 20, 30, 40, 50. line 70 should possibly end service at 11pm. For line 20 when pandemic ends, end service at San Gabriel/Garvey at all times and add selected trips to San Gabriel/Las Tunas on weekends/holidays so that there can be more direct routing between Las Tunas and Garvey during weekends as well as connections to Metro line 76 on Valley. another option for line 20 on weekends is that end service at San Gabriel/Las Tunas at all trips/times if selected trips doesn't work out.
Sunday service on line 50
Make sure that people with symptoms of covid don't ride
Later service on lines 10, & 20 Later service on line 40(Westbound)

Are there any other service improvements that are needed?
Later service on 10
Increased Frequency on Lines 20, 30, and 50
Please don't let the Montebello 50 discountinue
If possible, WiFi
Have an articulated bus service for line 10.
None that I am aware of.
Service line 10 till 11pm on all of route
increase frequency on line 90,30 and 70
Add a Sunday service and operate most Line 50 trips from end to end as well as later evening service and restoration of Sunday Services for the first time since 1998.
Shade structures or even better tress at bus stops for shade.
Improve the frequency on Line 50. Would it be possible for the Line to run every 30 minutes during peak hours/
No
Keep line 60 up/down passons
Line 10 ELAC/Whittwood stops their service too early. Can you add at least 2 more buses after 9pm. Please make sure all the TAP machines are working correctly. I've had the experience of buying a Day Pass and the machine still took money out of my card. In other instances the machine indicates I have no money on the card on one trip but the next trip the TAP Card will work just fine.
Additional times for the 90 and add more weekend morning and evening. Begin from current Whittier City stop (Beverly and workman mill rd) Also, more areas where bus lines meet/connect to be able to easily transfer from one line to another line to get to destination.
The school, supermarkets, or malls are high demand for bus service and please consider those locations when planning the routes. Thank you!
Better air conditioning
Long beach transit requires passengers using personal devices use accessories so noise doesn't disturb other passengers or the driver. It's a safety hazard. Also, why is the 40 ALWAYS late leaving from city hall montebello to dtla? Even at 11:01am weekday. There's no traffic. Consistently and extremely late departures.
There should be rapid bus route along 40 for faster service.
better communication with riders when there are service interruptions.
Consistency Buses do not show up due to there not being enough drivers
Frequency during off peak Hours
The Montebello bus tracker online has issues with the user interface. The bus tracker is not very mobile friendly, which one would expect it to be since people are usually checking the bus tracker while on their phones. The line 20 wait times have also been long.

Are there any other service improvements that are needed?
I like the service the way it currently is. However, I am not 100% dependent on the bus and understand certain lines may not generate revenue to continue as is. Line 20 is most important to me and appears to not be affected by the proposed changes.
Make 20 go to every 20 minute and make line 10 and 40 and 50 go every 10 minutes and and make 50 go half hours on Saturday and same go with 40 and 20 too on weekend and 20 go to 20 minute on weekend and make 30 go half hours too and 60 and 70 take weekends off Keep as Monday to Friday
Better bus stop sign with the route number and the destination on it like that old bus stop signs helps a lot especially in downtown la

Proposed Changes in Montebello – Pico Rivera

Do you have any comments or questions about the proposed changes in the Montebello / Pico Rivera area?
Terminate Line 50 at the Metrolink Station with new Line 55
Splitting the 50 makes sense but I question cutting off the leg to La Mirada.
Don't do it please
We need the 10 bus to stay the same thank you
There is nothing wrong with existing route.
No changes should be made as the 50 line already is a complex line. Leave as is!!!!!!
I need that change to go to my job place, thank you
No
I strongly oppose splitting 50 into 2 routes. This forces a needless transfer in an already long commute. If the route must be split, it should be split at the future gold line station at citadel outlets when it opens in 2030. The Metrolink station is a terrible place to force people to transfer. Please don't torture your riders like that. I do however agree with combining 60 and 70 and linking the Montebello mall with Rosemead Bl
Greenwood and Washington is not a nice place to transfer. This proposal will force me to take transfer twice, from 2 buses, 55 to 50, then to another metro train. I don't understand the need to split a perfectly good line.
I live in uptown Whittier and use Line 50 to visit a friend in South Whittier. Now, with this proposal, I won't be able to use Line 50 to go south on Painter Ave, then left onto Mulberry Dr (East), stopping at Gunn Ave. Practically all of South Whittier, off of Mulberry Dr, will be inaccessible! Which main Line will use that route now? NONE!!?? "IF IT'S NOT BROKEN, DON'T FIX IT!!!"
Would line 30, or any line, run more frequently
Split the 50 and make the 55 serve La Mirada
Will bus pass more regularly?
Line 50 helps a lot of citizens get from Downtown LA to La Mirada, you are completely leaving no transportation choices out. Having to go from taking 1 bus to 3-4 buses? Not great for anyone.
Line 10- Keep existing route. Line 20- Extend South end trips to provide service to Slauson in Pico Rivera. Line 30- Extend North trip to Gold line. Line 40- Extend to Uptown Whittier. Line 50- Keep existing route to La Mirada, but remove Grande Vista/Olympic/Soto turns & finish route at LA Trade Tech. Line 60/70- Combine the two routes, & have this route end at Cal State LA. If possible provide service to Olympic in Montebello.
n
How long would it take for the 60/70 bus take to make the rounds and how many buses would be on the line. Students depend on the bus lines to and from school
I feel like it's going to mess up everyone work schedule who take the bus everyday since the don't drive or kicking back on gas. This new route it's gonna mess everything up.

Do you have any comments or questions about the proposed changes in the Montebello / Pico Rivera area?
How about combining 50 and 55 services to make a larger line ? If not how would transfers work ?
Hola tengo dies años grasias a ustedes y estas rutas llegando a mitrabajo uso 10 30 50 el canbio ami si me perjudica
So, there will be no more service to La Mirada?
I don't like any proposed changes
Line 90 should keep the same including serving the L line (gold) station and Beverly Bl. If 60/70 merged together, line 70 should keep the loop on Mines, Montebello, Washington, and maple via vail and also retain Rosemead(between Beverly Rd and Whittier), Dufree(N/B segment between Gallatin&Beverly Rd), Woodford-San Gabriel River Pkwy(S/B segment only between Gallatin and Beverly Rd/Dufree). I'm really not sure that line 50 and 55 be split together in Montebello.
I find it very crucial for line 50 to be removed from La Mirada. As a young adult it was not so long ago when my mother and I used this line to transport us to La Mirada for educational, medical, and social reasons. Currently I know family and friends who use this route for the same reason. I think they will be negatively affected.
The lines 50 is that one that take me to work and it's take a lot of student to uptown Whittier. From student from cal high to Whittier adult school. The proposed line 55 would make students and myself included to walk more and it's a danger zone where there accidents. Including when crossing the street to east whittier.
The 55 should go to Washington and make a right on telegraph and have a stop at the com.ercer casino and the citadel then right onto Atlantic Ave. Right on Goodrich right on Olympic right on Garfield left on to flotilla to the metro link station and up towards the city of whittier. The 70 should go towards the Walmart in Monterey park. The 50 would bring more customers if it went down washington right on Atlantic left on Olympic and left on Soto towards LA trade tech.
Line 50 shouldn't be cut in half and service could end near Downtown whitter or near the Quad at whitter Line 60: should extend to Rio Hondo college Line 70: keep connection with line 50 at Washington Line 90: discontinue line and have line 40 select trips serve Taylor ranch
Keep the same routing for Line 50 to LA Mirada
Line 40 and 90 run well. Please do not change what works well.
don't change the bus routes, a lot of people need the 10.
It will be good for people who live over and catch the bus
Extension of existing line 50 to Buena Park Metrolink Station (Connects to OCTA and Metro Line 460 to Disneyland, which can increase ridership), keep line 10 as is, no splitting of line 50, and no extension of Line 10 to CSULA. (City of Commerce Transit already has a bus that runs to CSULA and connects to Line 10 at Commerce Center.)
The new proposed routes would mess up my work commute because currently, I only walk a short distance to the stop and then take one bus. If the new routes get approved, I would have to walk a longer distance and take more buses.
Please don't take off Montebello 50 I take the 50 Montebello to DTLA civic center and return home to Whittier off of Colima rd

Do you have any comments or questions about the proposed changes in the Montebello / Pico Rivera area?
Make line 55 have the same routing as line 50 and keep line 10 head to Whittwood Mall.
you can connect the line 50 & 55 at the Metrolink Station. Keep that location as a starting point and connecting point with MTA lines, MBL line 70, The MetroLink and both MBL liones 50 & 55
Some night service needed line 10
This would deprive Whittier of a direct bus connection to DTLA. Also, Whittier should be included as a stakeholder.
I'd prefer for the 50 to connect at the Metrolink station and not head towards the 20. Line 90 changes are an improvement.
The bus stop at Woodford and Sandoval in Pico Rivera is mostly empty. Seems not too necessary.
Changing routes will be an inconvenience to people in the community who have already been accustomed to the routes especially elderly people also it may impact the people who have jobs to get to and already have their arranged times because they consider the bus times and the distance of the bus stop
is it possible to run lines 50, 55, and 70 on saturday and sunday?

Proposed Changes in West San Gabriel Valley

Do you have any comments or questions about the proposed changes in the West San Gabriel Valley?
That the 30 line runs every 20 minutes.
*Line 30 desperately needs the connection to the Gold Line - preferably at South Pasadena. The data presented indicates the productivity of this line is great, but the service hours allocated are terrible. The demographic data along this line indicates there is a ton of untapped demand - we should have no less than 30 minute frequencys during the day and 15 minutes during rush hours. Use this review to get the funding from LA Metro. *Line 10 going to CSULA is a no brainer. This is a commuter campus that is well known for being a great spot for first generation college students - the students of a demographic that would commute in from Montebello and East LA.
Don't do it please
We need the 10 bus to stay the same thank you
There is nothing wrong with existing route.
No
I strongly support extending Line 30 to South Pasadena Station but line 30 NEEDS to run more frequently, at least every 30 min instead of 60-75 min. I support this change because metro 176 was recently discontinued as part of NextGen which provided a crucial link from gold line to downtown Alhambra. Garfield Ave in Alhambra also has many clinics and doctors offices that are frequented by seniors that would benefit from the increase in frequency. I was also consider extending Line 20 one mile east to Las Tunas / Rosemead to connect with 266 and to many businesses and shopping centers in that area.
Line 30 would be a duplicate of Metro's Line 258 to S. Pasadena L Line Station. So I don't feel the extension is necessary. Line 10 to CSULA sounds great. I'm totally for the extension.
Great for students.
Line 10- Keep existing route. Line 20- Extend South end trips to provide service to Slauson in Pico Rivera. Line 30- Extend North trip to Gold line. Line 40- Extend to Uptown Whittier. Line 50- Keep existing route to La Mirada, but remove Grande Vista/Olympic/Soto turns & finish route at LA Trade Tech. Line 60/70- Combine the two routes, & have this route end at Cal State LA. If possible provide service to Olympic in Montebello.
nnnnnnnnnn
Long route
That's such a good idea! Thanks!
No I don't have no questions
I strongly support the line 10 proposal to CSULA via Floral and Eastern with the bus stop inside ELAC Transit Center eastbound only and Floral/Atlantic bus stop westbound only. For Line 30 possibly consider modifying the route to run on Mission/Garfield between Fair Oaks and Huntington in order to replace the former Metro Line 176. If not, maintain service on Huntington/Fair Oaks.
None

Do you have any comments or questions about the proposed changes in the West San Gabriel Valley?
I believe that expanding the line 10 could be a great advantage to student wanting to go to cal state la
Keep service as is on line 10 because service to CSU-LA is served by commerce Transit 200, El sol EIAC/City Terrace route, and Monterey Park spirt 5 line 30: should extend to Sierra Madre villa L station instead to have more service into pasadena
Extend line 20 Northbound to Sierra Madre Villa L Line (Gold) Station
So one question. Is it really going to stop just short of the gold line on the north end?
More busses covering this route.
Line 30 Extension is needed, as well as improved frequency. Line 10 should not be extended, since City of Commerce Transit already serves CSULA, and connects to Pine 10
Strongly support Line 30 extension to So Pasa Stati6
No me parece perfecto
Have line 20 head to Sierra Madre Villa L Line (Gold) Station
Will the 10 connect with the J-Silver Line/Silver Streak/Metrolink station at CSULA?
I currently attend Cal State LA so this would be a great help for me and a more affordable option.
The bus terminal at Cal State LA is too small for all the buses that already head over to Cal State LA. will need to check there is enough space for all buses that pass through or Lay Over at this location
This part makes sense
Good rail connection that should be enhanced by frequent north-south service by Montebello on Garfield.
how frequent will new line 10 run on saturdays and sundays?
Long overdue on Line 30 extension to South Pasadena.
No
Please don't do it thank you
The only changes I would make would be to lines 20 and 30, with 30 extending service to Rosecrans Avenue with service on Rosecrans Paramount and Alondra for service to Long Beach Transit 21 and 23, for 20 it will run on Telegraph Paramount and Gallatin School House for service on Downey Avenue up to Gardendale Street and then serves Gardendale Lakewood and Imperial for service to Long Beach Transit 22, for line 20 Northbound service it would extend to Westfield Santa Anita for service to Foothill Transit 187
Yes that connection is necessary
i live in Whittier I'm a frequent rider of Line 10.I strongly believe that Line 10 ELAC/Whittwood Mall must remain the same at all costs because at night the bus service is very limited and to have to transfer over to the proposed line 55 to continue to get home would leave people Confused, Stranded, and Susceptible to becoming Victims of Crime. Uptown Whittier and Whittwood Mall are 4 to 4.5 miles apart and it doesn't make any sense to change how Line 10 runs ever
Can 30 also add the stop for ELAC and Atlantic stations? It won't takes more than 10 minutes but help a lot of student/ workers who can't drive. Thank you!

Do you have any comments or questions about the proposed changes in the West San Gabriel Valley?
I think this change would be helpful because students who live in Montebello can get to Cal State LA more easily without having to transfer buses. This would also benefit South Pasadena Residents as well because it will go the the Gold Line Station.
The 10 will help me straight to Union Station without Local Stops on the 106 and the Crippled Gold Line (L) to Little Tokyo and Union Station I can Easily go CSULA to take the Silver Line (J) to Union Station without relying on the Unreliable Slow Gold Line Shuttle that takes 40 Minutes wait times since they run 1 bus per side not frequently so the gold line takes longer since the dwell time is slower than the Gold Line (L) old service so i can use the 10 and transfer to the rapid Silver Line(J) to Union Station fast
For line 20 (Northbound), please extend it to Sierra Madre Villa L Line (Gold) Station For line 30 (Southbound), please extend it to Norwalk C line (Green) Station.
Have Montebello 30 reroute through Garfield and mission like former la metro 176 routing
I support the extension to CSU-LA, but would this also include addition buses added to the Line 10 to keep the same wait time?

Proposed Changes in Whittier – La Mirada

Do you have any comments or questions about the proposed changes in the Whittier / La Mirada area?
Keep service going all the way to La Mirada on Line 55. Keep Line 10 service to Whittwood Town Center
Okay proposal. Feels like the Whittier / La Mirada connection would be more useful if the frequencys were better. With it gone, that straight forward connection from a trip generators (Uptown Whittier + PIH Hospital) is severed. It's disappointing that line 40 still will end 10 minutes short of Uptown Whittier. It seems crazy that such a heavy line would stop short of trip generators (Uptown Whitter + PIH Hospital).
Don't do it please we have work and school
We need the 10 bus to stay the same thank you
There is nothing wrong with existing route.
No
Line 40 should go to Uptown Whittier.
I think the existing Line 10 or proposed Line 55 should be routed to Beach & La Habra to connect with OCTA services. Better connections would definitely bring more riders on aboard and increase efficiency. I am not all for this new proposal if their are no new connections to other transit systems in the works.
Whittier needs more transit. These changes reduce service and extend travel times by requiring transfers on frequently used routes.
Please keep direct service from Whittier to La Mirada. Especially service to Biola University. Please!!
Why would I want to take 3 buses to get to center of downtown? Please leave line 50 how it is. Please!
Line 10- Keep existing route. Line 20- Extend South end trips to provide service to Slauson in Pico Rivera. Line 30- Extend North trip to Gold line. Line 40- Extend to Uptown Whittier. Line 50- Keep existing route to La Mirada, but remove Grande Vista/Olympic/Soto turns & finish route at LA Trade Tech. Line 60/70- Combine the two routes, & have this route end at Cal State LA. If possible provide service to Olympic in Montebello.
No
I am okay with bus 10 and bus 55 , but I would like for continued service to La Mirada, at least to Biola or La Mirada Park. Maybe make bus 10 replace la mirada service.
Las rutas que mensionas noson res ponsables puede que pase puede qunopase y llegaria tarde a mitrabajo
No
Line 10 should keep ending at Whitwood town Center daily instead of transferring buses. Also, please keep line 55 service to La Mirada because there is no direct routing between Whittier and La Mirada via Painter, Mulberry, La Mirada in order for people to travel between these two cities.
How are people to get to Rosecrans& Lamirada Blvd. They will have to pay more money using Norwalk Transit, Line 50 nice going to Rosecrans

Do you have any comments or questions about the proposed changes in the Whittier / La Mirada area?
I believe the la Miranda should be cut off yet from cal high shouldn't be cut off. I take the line 50 on mulberry and gunn. The line 55 would make me walk and students that take the bus would have to walk even more and it's in dangerous street that I have witness accidents when walking to take the 10 in east whittier middle school.
I think it's really about time and a great idea.
Changes to the route 50 would in the La Mirada and South Whittier area would negatively impact low-income minority individuals who reside in these communities. Low Income individuals often depend on public transportation for travel to work, school, commerce and more. Cutting service could lead to less dollar spent on local economies as the alternative Sunshine and Norwalk routes would not fill the needs of transportation in this community. As such lots of students of the California High School in Whittier use the Montebello bus route 50 and would negatively harm their education.
Ask Norwalk Transit to replace line 50 segment and don't create new line 55 Line 10: keep line to whittwood mall because of connection to foothill transit 285
Keep the same routing that you have now. As for line 10, extend it to Brea Mall
Why replace Line 50 with Line 55?
Please no
I do not support either of the Route Changes in the Whitter / La Mirada area. Keep lines as is and Extend Line 50 to Buena Park Metrolink Station
Please do not change the 50 line
Please don't change the 50 line off of Whittier and Mulberry along with colima
Please do not discontinue Line 50's service in La Mirada. I use it to get from my house to LA as a reliable and affordable method to get to where I need to go. Line 50 has stops closer to the place I need to go to compared with the alternate bus routes so please do not discontinue it!!!
I use line 50 from Whittier to La Mirada every day for work. I know also Cal Ho Students and Granada middle school students take this bus.
Expand the proposed 55 route down to La Mirada and have it connect with the 10 line at an earlier point in Uptown
Keep the existing route for the new ones
I currently live near the Whittier/Ocean View stop and use the bus here daily and so do many of my friends. This would take away the ability me and my neighbors have to get to school and work nearby in uptown. Please reconsider the bus 10 line reduction.
Curtains service to Whittier and deprives Whittier of an connection to DTLA. Absolute non-starter.
Would prefer to see another city like Norwalk assume the lost service on the east/south so that La Mirada and surrounding destinations are still available, or for Metro to provide a route, at the same time these cutbacks occur.
should we keep line 10 as is and have line 55 end in uptown whittier or continue to la mirada?

Do you have any comments or questions about the proposed changes in the Whittier / La Mirada area?
Strongly oppose the truncation of Lines 10 & 50. For Line 10, I support the CSULA extension, but please retain service from Uptown to Whittwood as Whittier Bl is a major intersection and transit service in Whittier Bl is historical. If Line 10 gets truncated to Uptown Whittier, then history of transit in Whittier Bl will be ruined. I suggest retaining the existing segments of Lines 10 & 50 as well as extending Line 50 to Buena Park Station.
I need the bus from Whittier to La Mirada, or for some other bus system to take over the line such as Metro.
Will there be a bus waiting or will we need to wait more than 10 minutes for bus 50 to get us to downtown LA?
Please don't do it thank you
What will fill the transit gap in the La Mirada area
Line 55 should be renumbered to line 80 for service between Patsaouras Bus Plaza and Brea Mall via Telegraph Road so that line 10 can keep it's service to Whittwood Mall and line 50 can keep it's service to La Mirada Theater Center
No line 55 in Whittier, Please!! Like i stated before I strongly believe that Line 10 ELAC/Whittwood remain the same at all costs because of the limited bus service at night. It would leave people Confused, Stranded, Susceptible to becoming Victims of Crime and how late people are gonna be waiting for the bus. Uptown Whittier is 4-4.5 miles away from Whittwood Mall, therefore it make absolutely no sense to change how line 10 runs
I would like greater frequency and extension on both lines. I would like the 10 line to go beyond Whitwood Mall on Whittier Blvd. and line 50 to Amerige Heights in Fullerton.
So if someone wants to use MBL to travel to Whitwood, that requires two busses?? Nonsensical. Please don't turn a great montebello bus line into a version of Norwalk' piecemeal disjointed transit system.
I have no questions at all.
This will make it complicated and to leave the 10 alone its fine having the Southern Terminus intact dont change it or make me transfer just leave it where it is and just extend its northern terminus to CSULA but dont cut the southern terminus as i frequent go there
Please keep the same routing that you currently have
Good route changes
Line 10 should continue as is.
I live off of Whittier in Montebello and often ride the 10 to the Whittier Quad or Whittwood. I would now be taking two buses instead of one, meaning more travel time.
I don't like it for line 10 I would keep that it is right now to Whitwood Town Center in Whittier and line 55 I would extended past La Mirada and near Buena Park to help the people of OCTA as well keeping helping the Norwalk Transit lines 4 and 5

Proposed Changes in Downtown Los Angeles

Do you have any comments or questions about the proposed changes in Downtown Los Angeles?
Keep Line 50 service all the way into Downtown LA
Solid. Make sure the connection to light rail at LATTC is a straightforward one.
There is nothing wrong with existing route.
No
Making the 50 into septette lines risked to reduce frequency of travel and lengthens the time to travel from Whittier to Downtown LA
Have the 90 end at Union Station
No please do not take my ride away from center of downtown.
Line 10- Keep existing route. Line 20- Extend South end trips to provide service to Slauson in Pico Rivera. Line 30- Extend North trip to Gold line. Line 40- Extend to Uptown Whittier. Line 50- Keep existing route to La Mirada, but remove Grande Vista/Olympic/Soto turns & finish route at LA Trade Tech. Line 60/70- Combine the two routes, & have this route end at Cal State LA. If possible provide service to Olympic in Montebello.
Should NOT be changed
Customers go to the redline station. They would have to catch another train to reach their destination
I think if the line 50 is to be useful as a line that takes riders to Downtown LA, it should at least go north of the 10 freeway. It's quite daunting to cross under the freeway on foot, but if it goes north, even if you cut it to the LA Convention Center, it would be a more pleasant walk to most places downtown, even without a transfer to the Blue LIne, and allow for more connections, to the Silver Line for example. Keeping it as it is today would be fine too, but I'm not sure if this is a cost issue.
Line 50 should keep the existing route in Downtown LA in order to make connections to Lines 40 and 90 as well
Line should end at Hill & Olympic instead of LATTC
Make route 90 head to El Monte Station then use the El Monte Busway (10 freeway express lanes) to Downtown LA. Keep the routing for line 50 heading to Beaudry & 5th for connecting passengers from line 40 and other transit agencies
That's the only bus that leaves me close to my house
Line 50 should be rerouted to Serve Crypto com Arena and LA Live, instead of terminating at LATTC
I'm a resident of La Mirada who frequently uses Line 50 in order to get to LA. I understand that the reason for this proposal is because there aren't many people from my city who use Line 50 but please understand that there is a minority of us here that rely on it for an affordable method to get to LA and back!
How are people taking the 50 line supposed to get to Downtown LA if the line is shortened to LATTC?
Have line 50 head to Union Station Patsaourus Bus Plaza.
we need to find a good Lay over location in the area with restroom access.

Do you have any comments or questions about the proposed changes in Downtown Los Angeles?
i prefer line 50 going all the way to 5th and beaudry as it does today.
Line 50 should still serve into DTLA as ridership in the endangered segment is fairly packed. If you don't want Line 50 continue to 5th/Beaudry. Please at least retain service to Pershing Square or modify to serve 7th/Metro Station via Figueroa from LATTC.
We need line 50 to go to at least Hill and 5th Street so that we can connect to other METRO lines.
Line 50 should extend it's line on Washington Boulevard with service westbound on Alvarado Sunset Cesar Chavez Hill 5th and Beaudry and eastbound service on 4th Flower 6th Hill Cesar Chavez Sunset and Alvarado
Yes if the frequency on the blue line can support frequent connections.
I think the bus should continue to serve both for convenience.
Bus should continue straight down Washington eastbound to avoid traffic delays on grande vista. Bus is usually delayed 30-25 minutes there
The frequency and reliability of certain lines in this area, specifically the 50 bus, can be greatly improved.
For line 50, please extend it to Union Station
The Line 50 should still go to Downtown LA to provide access for the South Montebello community.
Line 50 should continue as is and not be shortened.
I want line 50 extended to Downtown LA Union Station and end the route there and NOT LATTC

Appendix B:
Fare Study

Introduction

This fare analysis, conducted in conjunction with the Montebello Moves comprehensive operational analysis, includes a review of the current fare structure and policies for Montebello Bus Lines (MBL). This fare analysis includes a review of:

- Existing fare policies
- A peer review and relevant fare-related best practices
- Implications of a fare free transit system for MBL
- Potential impacts to ridership and revenue of modeled fare scenarios
- Fare and policy recommendations

Fare recommendations incorporate results from reviewing national best practices, an evaluation of fare scenarios, and refining concepts with City of Montebello staff.

Fare Analysis Goals

Specific goals and objectives for the fare study include:

- **Increase Ridership.** Like many agencies across the country, the Covid-19 Pandemic had a substantial impact on MBL's ridership. Fare structures and policies represent a tool that agencies can use to increase ridership. This evaluation includes several fare scenarios that seek to increase ridership while balancing farebox revenue.
- **Evaluate Fare Free Tradeoffs.** To best inform decision makers of the pros and cons associated with fare free transit service, this analysis will evaluate the ongoing operating and capital costs associated with both fare free and paid fare operations.
- **Make Transit an Affordable Option.** Considering the needs of low-income, disadvantaged populations, and transit dependent riders will be key for advancing equity goals and ensuring MBL service is affordable for all, particularly in context of neighboring services within the region.

Existing Conditions

This chapter inventories and evaluates the existing fare policies, structures, prices, and technologies used by Montebello Bus Lines and summarizes revenue trends, fare media usage, and rider demographics to determine opportunities for modifications to fare policies and structure.

Key Findings

- **There may be an opportunity to improve MBL's transfer policy to make service more competitive with other agencies.** MBL charges a full fare to make transfers between lines, but only $0.25 to transfer to another agency. This may make completing a trip on MBL service more expensive relatively to other alternatives.
- **MBL's base fare may be simplified.** The base fare for a single trip is currently set at $1.10, which requires nickels or dimes to pay with exact change in cash. It is considered an industry best practice to align base fares with $0.25 increments to make fare payment simpler for passengers and fare reconciliation more streamlined for agencies.
- **MBL does not offer a standard or reduced fare monthly pass.** MBL currently only offers a monthly pass for K-12 students. Providing a monthly pass to standard and reduced fare categories may encourage additional ridership for regular transit users.
- **Farebox recovery has been declining.** Since 2013, operating costs have been increasing while farebox revenue has been decreasing, resulting in a decrease in farebox recovery from 25.7% in 2013 to 9.7% in 2020.
- **Pass products are generally underutilized.** In 2019, only 17% of trips were paid for using a day or monthly pass. In 2021, 10% of trips were paid for using a day or monthly pass. Providing more flexible pass options, like a standard and reduced fare monthly pass may improve pass utilization for MBL.
- **Reduced fare ridership is more prevalent following the Covid-19 Pandemic.** Reduced fare single trip ridership increased from 27% of trips in 2019 to 38% of trips in 2021. There may be an opportunity to explore additional pass products or policies to encourage additional standard fare ridership.
- **Dial-A-Taxi fares may be underpriced.** The FTA requires that ADA paratransit services, like MBL's Dial-A-Taxi program, be priced no more than double the fixed-route base fare. MBL's Dial-A-Taxi program is currently priced lower than the fixed-route fare with a monthly trip limit. There may be an opportunity to increase fares and remove the monthly limit to modernize this policy and align with industry best practices.

Fare Structure

Overview

Like most transit agencies, MBL provides a range of services and fare categories within their established fare structure. MBL provides Dial-A-Taxi service to Montebello residents ages 62 or older and to residents of any age with a qualifying disability. Service is offered anywhere within the City of Montebello or for medical trips within the Dial-A-Taxi zone, bounded by the I-10 Freeway, I-710 Freeway, I-605 Freeway, and Slauson Avenue. Dial-A-Taxi riders may take up to 26 one-way trips per month.

MBL Fixed-Route Fare Structure

Fare Type	Base Fare	Student Fare (K-12)	Reduced Fare (Seniors, Disabilities)
Single Trip	$1.10	$0.75	$0.50
Express Trip	$1.30	$1.30	$1.30
Interagency Transfer	$0.25	$0.25	$0.10
Day Pass	$3.00	$2.00	$1.50
Monthly Pass	--	$30.00	--
Other Discount Policies			
Children (under 4 years old)	Free		

MBL Dial-A-Taxi Fare Structure

Fare Type	One-Way Fare
Single Ride	$1.00

Pass Products

In addition to cash fares, MBL offers several pass products that offer unlimited rides over a set period of time for fixed-route service. These pass products include:

- **Day Pass** – Smart cards that become valid the first time they are used remain valid for the rest of the day. These passes provide unlimited rides during the one-day period. Day passes are available for the base fare and at discounted rates for K-12 Students and Seniors/People with disabilities.
- **K-12 Students Monthly Pass** – Smart cards that become valid the first time they are used in the farebox and are valid for the remainder of the month. These passes provide unlimited rides during the monthly period. These passes are only valid for K-12 students.

Pass Multipliers

Pass multipliers are the number of single trips that a rider must complete to "break even" on the cost of a given pass product. For example, a day pass with a 2x multiplier means that a passenger would need to ride transit twice in a day to break even. Pass multipliers can be adjusted to make passes more attractive fare options for riders or to raise additional revenue.

MBL offers day passes and K-12 monthly passes which are priced with consistent multipliers between 2.7x and 3x for day passes and 40x for monthly passes. Passengers would need to ride three times to break even on a day pass and 40 times to break even on a K-12 monthly pass.

StarTran Pass Multipliers

	Base Fare	Day Pass		Monthly Pass	
Pass Product	*Fare*	*Fare*	*Multiplier*	*Fare*	*Multiplier*
Single Trip	$1.10	$3.00	2.7x	--	--
K-12 Student	$0.75	$2.00	2.7x	$30.00	40x
Seniors/Disabled	$0.50	$1.50	3x	--	--

Discount Policies

Discount policies are used to charge lower fares for certain population groups.

Children

StarTran offers free rides for children under the age of four. There are no single ride discounts for older youth or primary education students. However, student passes are available for most area middle and high schools.

Seniors

StarTran offers a 55% discount for seniors ages 62 and older. This discount allows qualifying passengers to pay a single trip fare of $0.50 instead of the base fare of $1.10.

People with Disabilities

People with qualifying disabilities and Medicare cardholders qualify for a 55% discount. This discount allows qualifying passengers to pay a single trip fare of $0.50 instead of the base fare of $1.10.

K-12 Students

K-12 students are eligible for a 32% discount, allowing passengers to pay a single trip fare of $0.75 instead of the base fare of $1.10. MBL is currently planning to launch a Go Pass initiative that would provide fare free service to K-12 students.

Transfers

While not a discount policy, transfers are another aspect of fare policy that may require passengers to pay higher or lower fares to complete their trip. MBL participates in the regional Interagency Transfer program that allows transfers between different agencies for $0.25. However, transfers between lines requires passengers to pay the full fare for each trip.

Available Fare Discounts

Discount Category	Discount
Children Under 4	Free
Seniors (Age 62 and older	55%
Disabilities, Medicare recipients	55%
K-12 Students	32%

Pass Distribution

The existing pass distribution network varies by pass type. All pass products are available at the StarTran facility but pass product availability at other distribution locations varies between pass products. Student passes for UNL students, as well as middle school and high school students, are only available at the respective school locations. Low-Income pass products are available at a larger number of non-profit and social services organizations than other pass products. Additionally, the availability of specific passes at retail locations varies between passes. No passes are available for purchase onboard vehicles.

There is an opportunity to develop a consistent pass distribution network which offers the same passes at all distribution locations. Such a distribution network would enhance the customer experience by allowing passengers to purchase all pass types in more locations, rather than identifying the specific locations that sell each pass product.

Existing Pass Distribution Network

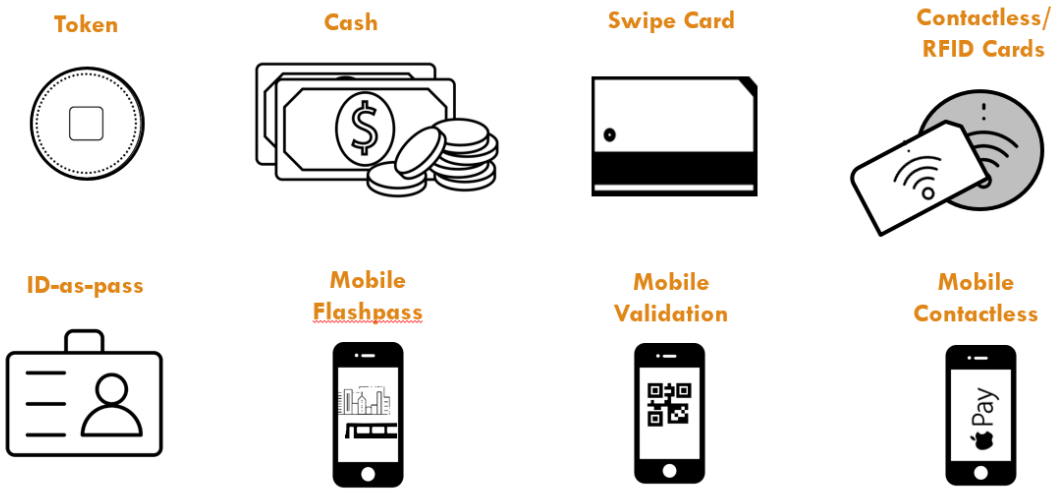
Pass Type	Onboard	Transit/ Government/ Non-Profit Building[1]	Retail Locations[2]
Day Pass		✓	✓
K-12 Monthly Pass		✓	✓

[1] Locations include the Montebello Transit Office, Uptown Whittier Senior Center

[2] Locations include the Customer Service Desk at the Shops of Montebello

Fare Media and Technology

Fare media refers to the type of fare payment accepted (i.e., cash, token, paper ticket, or advanced payment media) and equipment used to collect fares. In the U.S., there are eight commonly used options for fare payment – token, cash or coins, swipe card, contactless cards, ID-as-pass, mobile flashpass, mobile validation, and mobile contactless.



MBL fare media are currently a combination of tokens, cash, swipe cards, and contactless/RFID smartcards. Passengers interact with the farebox in a variety of ways:

- Passengers can pay with cash or coins at the farebox for a single ride.
- Passengers can pay with tokens that are typically purchased by Montebello Unified School District and distributed to students.
- Passengers using a swipe card day pass.
- Passengers paying with a stored value, day pass, or K-12 monthly pass pay with a contactless/RFID smartcard that is integrated with the regional TAP system.

MBL Tap Card Fare Media

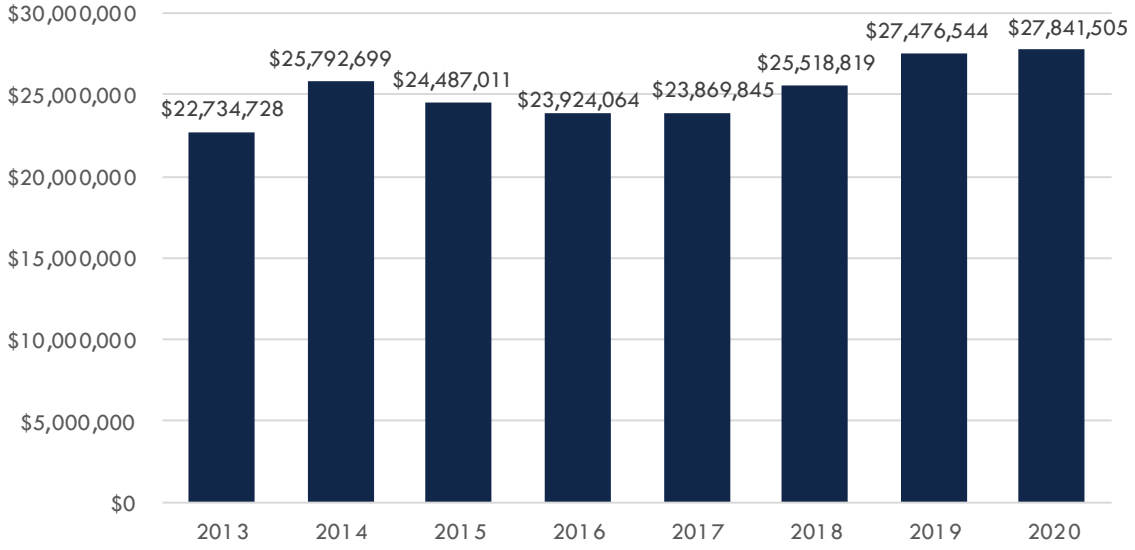


Revenue Trends

Operating Costs

MBL's operating expenses have generally fluctuated over time but have been increasing since 2017, reaching a high of $27.8 million in 2020. This growth in operating costs represents a 22% increase over the eight year period.

MBL Annual Operating Expense, 2013-2020

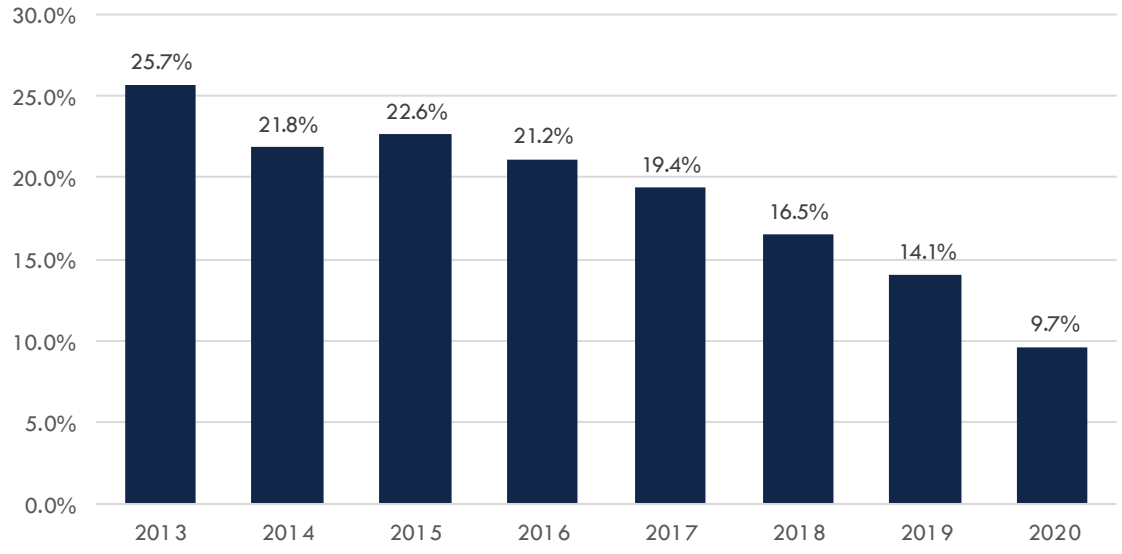


Source: NTD 2013-2020

Farebox Recovery

Farebox recovery is a ratio of farebox revenues to operating expenses and is used to estimate the proportion of a transit agency's operations funded by passenger fares. Between 2013 and 2020, farebox recovery has been generally declining, beginning with a high of 25.7% in 2013 and ending with a low of 9.7% in 2020. Farebox recovery may be lower in 2020 due to Covid-19 Pandemic related decreases in ridership. However, this trend of declining farebox recovery was observed prior to the Covid-19 Pandemic. Because operating expenses were generally rising over this same time period, this decrease in farebox recovery may be due to increasing operating costs, decreasing ridership, or a combination of both.

MBL Farebox Recovery Ratio, 2013-2020

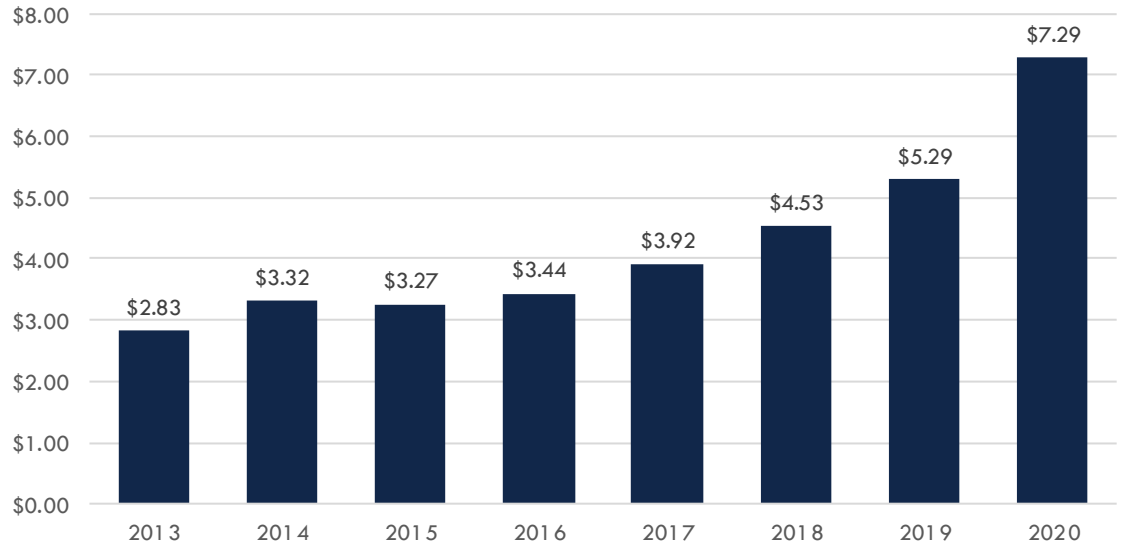


Source: NTD 2013-2020

Operating Cost per Trip

Operating cost by passenger trip is a common measure of a transit system's cost of providing service. Operating cost per trip has been generally increasing since 2013 but has increased fastest between 2016 and 2020. This increase appears in line with MBL's operating costs increasing at a faster rate than ridership over this five-year period. Between 2013 and 2020, operating cost per passenger trip has more than doubled from $2.83 per trip to $7.29 per trip.

MBL Operating Cost per Trip, 2013-2020

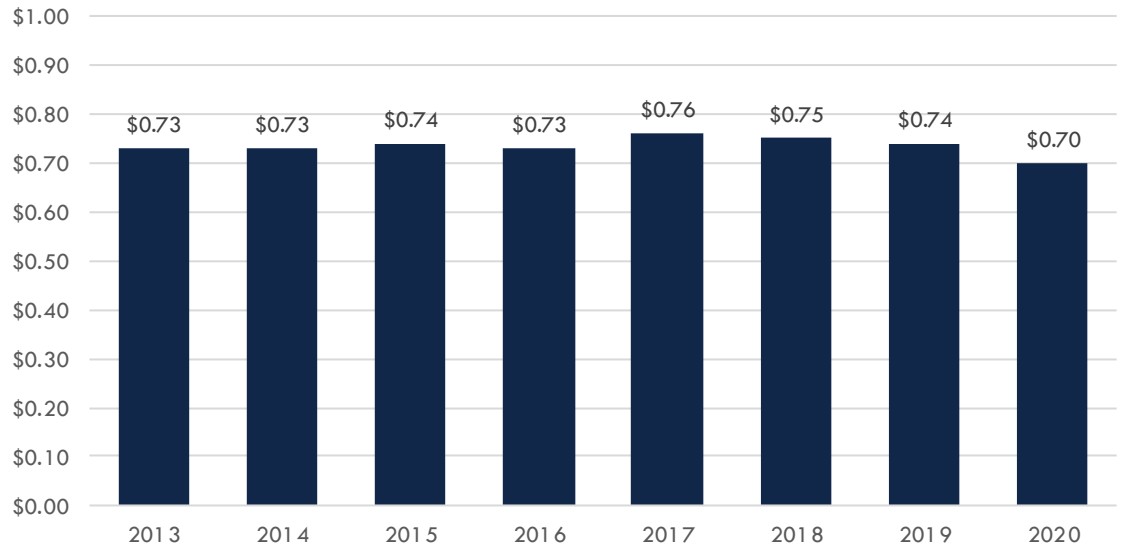


Source: NTD 2013-2020

Average Fare

Due to discount policies, pass products, and fare evasion, the full base fare for service is not always paid for every trip – instead, the average fare paid is often lower. The average fare paid has been generally consistent across this eight-year period, ranging from a low of $0.70 in 2020 to a high of $0.76 in 2016.

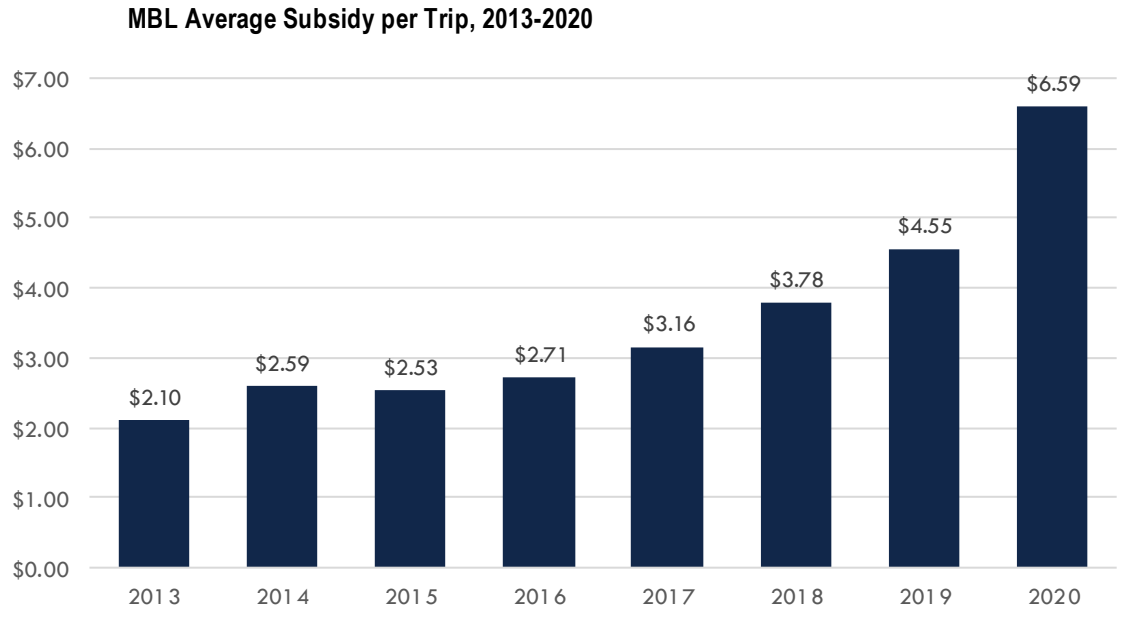
MBL Average Fare Paid per Trip, 2013-2020



Source: NTD 2013-2020

Subsidy per Trip

The subsidy per trip measures the operating cost per trip paid for by the transit agency (operating cost per trip minus average fare). The subsidy per trip follows a similar pattern as the operating cost per trip over this eight-year period between 2013 and 2020, generally increasing between 2013 and 2016 before increasing more sharply between 2016 and 2020. The average subsidy per trip reached a high of $6.59 in 2020, over three times the average subsidy in 2013.



Source: NTD 2013-2020

Fare Media Use

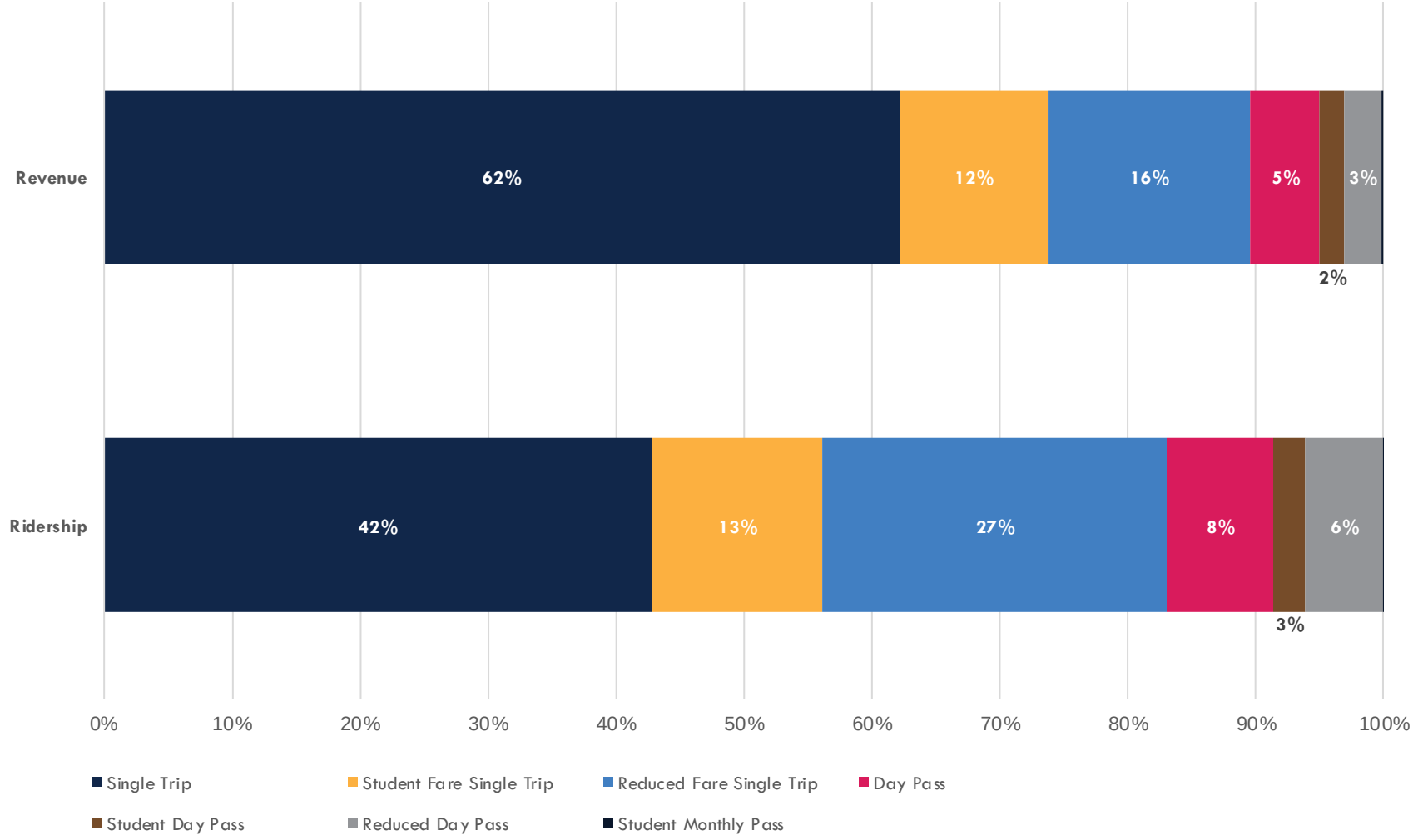
A breakdown of ridership and revenue by fare media type for MBL in 2019 and 2021 provides insight into how riders pay for their transit trips and how much revenue each pass product is generating for the agency both pre-pandemic and in current conditions.

In 2019, the majority of passengers took single trips on MBL lines, with 42% of all trips paid as a full fare single trip fare, 13% paid as a K-12 student single trip, and 27% as a reduced fare single trip. Day passes and monthly passes accounted for only 17% of MBL boardings. From a revenue perspective, 62% of all farebox revenue was generated by full fare single trips, followed by 16% from reduced fare single trips, and 12% from K-12 student single trips. Day passes accounted for 5% of farebox revenue, while K-12 student and reduced fare day passes accounted for another 5% of revenue.

In 2021, there is a notable shift away from student ridership, which decreased from 13% of all boardings to 6% of boardings. The share of full fare single trips and reduced fare single trips both increased from 42% to 46% and from 27% to 38% respectively. This shift suggests that post pandemic ridership may be more likely to be transit dependent riders, given the 11% increase in reduced fare single trips.

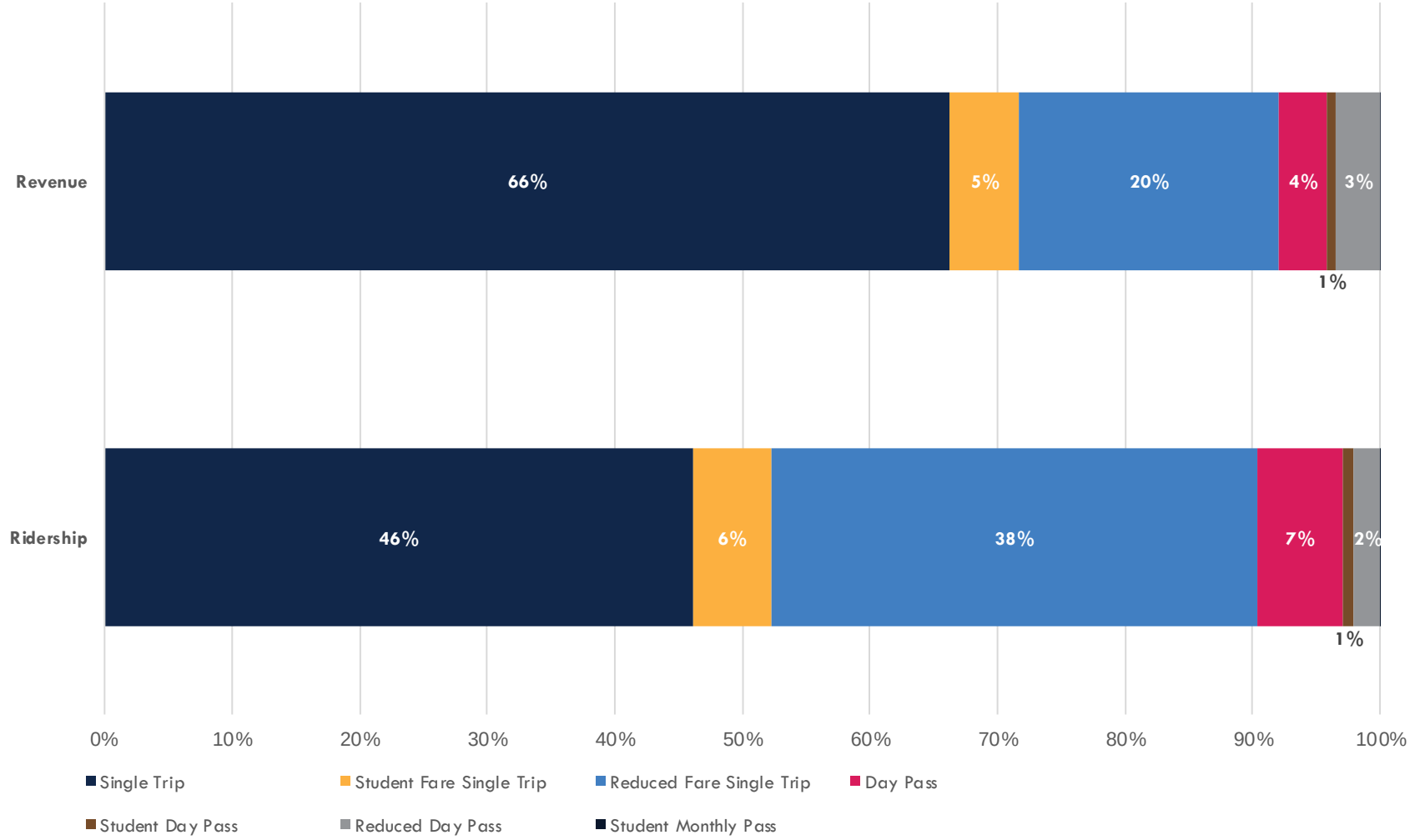
Pass products generally appear to be underutilized on MBL service, with only 17% of trips using passes in 2019 and 10% in 2021. There may be an opportunity to improve pass utilization by providing additional pass types, like a full fare monthly pass, that provides more flexibility for regular transit riders. Additionally, MBL is planning to remove the K-12 student daily and monthly fare categories and provide fare free service to K-12 students.

MBL Ridership and Revenue by Fare Media Type (2019)



Source: Montebello Bus Lines, 2019

MBL Ridership and Revenue by Fare Media Type (2021)



Source: Montebello Bus Lines, 2021

Peer Review

No two transit agencies operate identically; however, most agencies share some characteristics with others, and those common characteristics can form a basis for comparison. Comparing fare structures, policies, and system performance among a group of peer agencies helps identify strengths and opportunities and facilitates best practices amongst the group of peers.

This peer review compares Montebello Bus Lines with seven other transit systems serving the Los Angeles metropolitan region. The purpose of this peer review is to identify best practices and trends among similar transit systems and determine the benefits and drawbacks of different fare structures and fare technology, including:

- Fare pricing
- Reduced fare eligibility
- Transfer policies
- Fare products and multipliers
- Fare collection practices and technologies
- Fare performance

This review uses data from agency websites and from the National Transit Database (NTD) for 2019.

Key Findings

- **TAP and EZ Pass programs bring uniformity and ease of use to transit.** Most agencies within the peer review have relocated their pass products to the TAP mobile app and no longer offer paper or magnetic strip passes. This transition can improve customer experience by allowing for a rider's passes to be in one place and compatible with other regional transit agencies.
- **Montebello has higher multipliers on monthly passes by relying on EZ Pass.** Five peers in the comparison offer intra-agency monthly passes that have significantly lower multipliers (40-55x) than EZ Pass (85-110x). This option provides value for passengers that ride their local agencies often and do not transfer out of network.
- **Big Blue Bus is leading innovations amongst peer agencies.** MODE on-demand service and TAP card fare incentives.
- **Montebello is the only agency in peer review to offer tokens as form of payment**

Peer Agencies

Peer agencies were identified based on several operating characteristics, including location, size, population, fare structure, and other characteristics. This list of peer agencies was developed through coordination with MBL staff and was adjusted based on local knowledge and experience with other agencies. Peer agencies represent a range of sizes, geographic coverage, and fare structures.

Peer agencies include:

- **Big Blue Bus; Santa Monica, CA.** Big Blue Bus (BBB) is located in Santa Monica, CA and is a leader in fare collection technology, exemplifying several innovations for other agencies. Big Blue Bus piloted a cashless collection system in 2019 that eliminated cash fare collections onboard buses. In 2021, cash collections were reinstated though a $0.15 discount and free transfers are now given to passengers paying with a TAP contactless card.
- **Torrance Transit; Torrance, CA.** Torrance Transit is a municipal provider operating in Torrance, CA. Torrance Transit provided approximately 3.6 million boardings in 2019 compared to 5.2 million in Montebello and represents a similarly sized agency in the region.
- **Norwalk Transit; Norwalk, CA.** Norwalk Transit is a municipal transit agency located to the south of Montebello. Norwalk and Montebello share similar service area population, service productivity, both operate in the Gateway Cities region, and operate service in adjacent and overlapping areas.
- **Long Beach Transit; Long Beach, CA.** Long Beach Transit (LBT) is a notably larger transit agency than Montebello and can be used as an aspirational peer for Montebello Bus Lines. Similar to MBL, Long Beach Transit is a municipal operator that provides service through several different cities within the region.
- **Riverside Transit Agency; Riverside, CA.** Riverside Transit Agency (RTA) provides a similar number of annual trips as Montebello. RTA is the only agency in the peer review located outside of Los Angeles County, and thus, does not participate in the TAP program and is outside of the Access LA paratransit area. RTA does offer its own proprietary mobile payment system for contactless boarding.
- **GTrans; Gardena, CA.** GTrans is another example of a municipal provider located near Montebello. It represents a smaller peer agency than MBL, but provides context for other local operating practices.
- **Foothill Transit; West Covina, CA.** Foothill Transit is the largest peer agency serving 12 million boardings per year. This peer is included to inform the fare practices of one of the largest regional agencies in the area.

TAP and Regional Fare Participation

All agencies except for Riverside Transit Agency have integrated the Los Angeles Metro (Metro) TAP program for contactless fare collection onboard buses, trains, and shared mobility devices like bikes and scooters. TAP cards are physical smartcards that the passenger taps on the fare box and are also available on their mobile wallet via smartphone.

Within the TAP application, passengers can purchase passes (if available) for their home transit agency and purchase a regional EZ Pass which allows for transfers between agencies for a reduced price but with a higher upfront cost. Some agencies only offer EZ Pass for their monthly passes which are generally more expensive than agency specific monthly passes.

Another program that is available at all agencies except Riverside Transit is the Low-Income Fares are Easy (LIFE) program, a transit subsidy program that provides direct payments for transit fares at varying levels depending on income. Because passengers could be receiving various levels of assistance within the LIFE program, these discounts were not discussed in detail in the peer comparison.

Paratransit Services

Access LA is the paratransit service operated by Metro with boundaries within ¾ mile from any bus or rail stop. Most peer agencies in this comparison also operate their own demand response service, except for Foothill Transit which relies on Access LA fully for paratransit. Riverside Transit operates outside of Los Angeles County and is the only peer agency that does overlap with Access LA service.

Peer Review Agencies

System Name	City	Passenger Trips (Fixed Route 2019)	Service Area Population	Service Area (Square Miles)	Population Density (Persons per Square Mile)	Annual Revenue Hours (Fixed Route 2019)	Passengers per Revenue Hour (Fixed Route 2019)	Passengers per Revenue Mile (Fixed Route 2019)
Montebello Bus Lines	Montebello, CA	5,258,035	315,074	2,087	151	235,654	22.3	2.2
Big Blue Bus	Santa Monica, CA	12,536,069	855,918	14,507	59	557,473	22.5	2.5
Torrance Transit	Torrance, CA	3,595,705	606,847	5,892	103	167,395	21.5	1.7
Norwalk Transit	Norwalk, CA	1,427,804	637,365	17,226	37	95,026	15.0	1.4
Long Beach Transit	Long Beach, CA	23,210,032	848,449	8,484	100	725,349	32.0	3.3
Riverside Transit Agency	Riverside, CA	7,893,572	2,018,724	741	2,725	618,429	12.8	0.9
GTrans	Gardena, CA	2,920,856	463,968	11,599	40	136,619	21.4	1.7
Foothill Transit	West Covina, CA	12,053,307	1,515,836	4,636	327	858,500	14.0	1.0

Source: NTD 2019

Peer Agency Fare Structures

Fare Type	MBL	Big Blue Bus	Torrance Transit	Norwalk Transit	Long Beach Transit	RTA	GTrans	Foothill Transit
Single Ride								
Adult	$1.10/$1.30 (Express)	$1.25/ $1.10 (Cashless)	$1.00/$2.00 (LA Express)	$1.25	$1.25	$1.75/$3.50 (CommuterLink)	$1.00/$4.00 (Rt 7)	$1.75
Student	$0.75	None	$0.50/$1.00 (LA Express)	$1.00	Free/GoPass Eligible	$1.75/$3.50 (CommuterLink)	$0.70/Free with GoPass	$1.00
Reduced Senior/Disabled	$0.50	$0.50	$0.25/$0.75 (LA Express)	$0.60	$0.60	$0.75/$2.75 (CommuterLink)	$0.35	$0.75
Passes								
Daily Pass								
Day Pass	$3.00	$4.00	None	None	$4.00	$5.00/$10 (CommuterLink)	None	$6.00
Multiplier	*2.7x*	*3.2x*	-	-	*3.2x*	*2.9x/2.9x*	-	*3.4x*
Reduced Day Pass	$1.50	$1.50	None	None	$3.50	$2.50/$7 (CommuterLink)	None	$3.00
Multiplier	*3x*	*3x*	-	-	*5.8x*	*3.3x/2.5x*	-	*4x*
Weekly Pass								
7-Day Pass	None	$14	None	None	None	$20	None	None
Multiplier	-	*11x*	-	-	-	*11.4x*	-	-
5-Day Pass	None	None	None	None	$18	None	None	None
Multiplier	-	-	-	-	*14.4x*	-	-	-
Monthly								

Fare Type	MBL	Big Blue Bus	Torrance Transit	Norwalk Transit	Long Beach Transit	RTA	GTrans	Foothill Transit
Agency Specific Monthly Pass	None	$50	$35/$65 (Express)	None	$65	$60	None	$60
Multiplier	-	*40x*	*35x/32.5x*	-	*52x*	*34x*	-	*34x*
Agency Monthly Pass Reduced	None	$24	None	None	$24	$30	None	$30
Multiplier	-	*48x*	-	-	*40x*	*40x*	-	*40x*
Other Pass								
10 Rides & Short Duration Passes	$10-Tokens	$9.00	None	None	$18 (5-day Pass)	$20 (Week Pass)	None	$14 (10-Trip)
Reduced 10 Ride Pass	$10	$4.50	None	None	$9 (5-day Pass)	$20 (7-day Pass)	None	$6.00
Transfers								
System Only	$1.10	Free via TAP	$0.40	$0.50	$1.25	$1.75	$0.40	Free via TAP
Interagency	$0.25	$0.50	$0.40	$0.50	$0.50	Varies by Agency	$0.50 (Bus)/ $1.75 (Rail)	$0.50

Regional EZ Pass Participants and Fares

Monthly EZ Pass Participants	MBL	Big Blue Bus	Torrance Transit	Norwalk Transit	Long Beach Transit	RTA	GTrans	Foothill Transit
Monthly Cost	$110	$110	$110/$132 (Express)	$110	$110	None	$110 (EZ Pass)	$110/$220 (Commuter Express)
Monthly Multiplier	*100x*	*88x*	*110x/66x*	*88x*	*88x*	-	*110x*	*62x/40x*
Reduced Monthly Cost	$42	$42	$42/$51.50 (Express)	$42	$42	None	$42	$42
Reduced Multiplier	*84x*	*84x*	*168x/68x*	*70x*	*70x*	-	*120x*	*56x*

Peer Paratransit Fares and Policies

Service Information	MBL	BBB	Torrance Transit	Norwalk Transit	Long Beach Transit	RTA	GTrans	Foothill Transit
Service Name	Dial-A-Taxi	MODE (Mob. On Demand Every Day)	Dial-A-Taxi/Taxi Subsidy	Dial-A-Ride	Dial-A-Lift	Dial-A-Ride	Special Transit	Utilizes LA County Access Services LA County
Single Fare	$1.00	$1.50	$1.00	$1.00	$2.00	$3.50	$0.75	$3.50
Reduced Fare	None	$0.75	None	None	None	None	None	None
Pass	None	None	$13 Taxi Fare	None	None	None	None	None
Service & Fare Limits	26 Rides/Month	30 One-Way Trips/Month	12 Credits/Month	None	No Sunday Service	3/4 Mile of Fixed Route Stop	Gardena, Hawthorne, Alondra Park, Del Aire	3/4 Mile of Fixed Route Stop
Reservation Type	Phone	Via Lyft App or Cash to BBB	Phone	Phone	Phone	Phone	Phone	Phone

Discount Fare Structures

Fare Type	MBL	BBB	Torrance Transit	Norwalk Transit	Long Beach Transit	RTA	GTrans	Foothill Transit
Children	Free	Free	Free	Free	Free	Free	Free	Free
Eligibility	*<4 yrs*	*<5 yrs*	*<5 yrs*	*<5 yrs*	*0-4 yrs*	*<46" Tall*	*<5 yrs*	*<5 yrs*
Youth	32%	62% on 30-Day Pass	50%	20%	Free with GoPass	None	30% or Free with GoPass	43%
Eligibility	*K-12*	*K-12*	*K-12*	*K-12*	*K-12*	*<18 yrs*	*K-12*	*K-12 + Community College*
Seniors (Cash Fare)	54%	60%	75%	52%	52%	57%	65%	57%
Eligibility	>62 yrs	*>62 yrs*	*>65 yrs*	*>62 yrs*	*>62 yrs*	*>60 yrs*	*>62 yrs*	*>62 yrs*
Low-income	None	*None*	*None*	*None*	*None*	*None*	*None*	*None*
Eligibility	*LIFE Pass*	*LIFE Pass*	*LIFE Pass*	*LIFE Pass*	*LIFE Pass*		*LIFE Pass*	*LIFE Pass*
Veterans	None	None	None	None	None	Free	None	None
Disabilities	54%	60%	75%	52%	52%	57%	65%	57%

*Percentages indicate the discount from base fare the group receives

Big Blue Bus

Big Blue Bus is the City of Santa Monica's local transit agency, operating bus service on the west side of Los Angeles County. BBB, while serving a larger population base, shares similar characteristics to MBL in both passengers per revenue hour and passengers per mile.

In June of 2022, after pausing fare collection during the pandemic, BBB resumed collecting case fares on board. In an effort to encourage TAP card usage and reduce cash payments, BBB now provides a $0.15 discount for using TAP. Additionally, the agency provides free transfers with TAP payments but charges $0.50 to transfer with cash payments.

Big Blue Bus's paratransit service, Mobility On Demand Every Day (MODE), operates as a partnership with Lyft to provide on-demand service for seniors and individuals with disabilities living in the City of Santa Monica. The service allows travel anywhere within Santa Monica, as well as trips to UCLA Medical Center, Kaiser Medical Centers in West Los Angeles and Culver City/Marina del Rey, V.A. Greater Los Angeles Healthcare Center, and select shopping destinations on Lincoln Blvd in Venice. MODE rides can be scheduled via phone or the Lyft app after qualifying for the service. MODE passengers may take a total of 30 one-way trips per month, close to Montebello's current Dial-A-Taxi limit of 26.

Partnering with a Transportation Network Company (TNC) like Lyft is a unique solution for scheduling paratransit rides among the peer agencies. This approach removes internal dispatching responsibilities from the agency and may represent a faster, more convenient alternative for passengers, but does present potential challenges related to ensuring wheelchair accessibility on vehicles.

Big Blue Bus also partners with Metro's LA Access program to provide rides outside of Santa Monica and bordering municipalities.

Fare Policies

Big Blue Bus provides free or discounted fares to several groups, with discount rates differing across fare types:

- Seniors (age 62 and older), persons with disabilities, and Medicare card holders:
  - 60% single ride discount
  - 52% 30-day intra-agency pass
  - 61% EZ Regional Pass discount
  - $0.75 Paratransit Fare
- Youth grades K-12
  - 62% decrease on a monthly intra-agency pass
- Children under five years old and personal care assistants ride free

- Students enrolled at colleges part of the U-Pass program ride free if paying with U-Pass
- Low-income Santa Monica residents may qualify for subsidized transit rides with LA Metro's Low-Income Fare is Easy (LIFE) program
- Until June 2022, transfers within the Big Blue Bus network cost $0.50. They are now free if using a TAP card. Transfers to LA Metro rail or bus are $0.50 for adult riders and $0.25 for senior/disabled/Medicare holders.

Fare Structure

Big Blue Bus' fare structure consists of single day, 7-day, monthly, and EZ pass options which provide flexibility to passengers depending on how often and how far they ride. Big Blue Bus is the only agency in the peer comparison that offers a discount on one-way fare for using a TAP card instead of paying cash.

Big Blue Bus Fare Structure

Fare Type	Adult Fares	Regular Multiplier	Reduced Fare	Reduced Multiplier
Cash Fare	$1.25/$1.10 (Cashless)	-	$0.50	-
Day Pass	$4.00	*3.2x*	$1.50	*3x*
7-Day Pass	$14	*11.2x*	-	-
30-Day Pass	$50	*40x*	$24	*48x*
30-Day EZ Pass	$110	*88x*	$42	*84x*
Paratransit (MODE)	$1.50	-	$0.75	-

Torrance Transit

Torrance Transit is the municipal transit agency for the City of Torrance in the south bay region of Los Angeles County with extended service to downtown Los Angeles and LAX airport. Torrance Transit operates 11 fixed routes and a paratransit service. Torrance Transit's paratransit service is named Torrance Community Transit Program, which enables participants to purchase credits for taxi rides at a discount. Paratransit riders are limited to 12 credits per month. Torrance Transit's service area has a similar population size and density as Montebello, making it a close peer comparison in the region.

Fare Policies

Torrance Transit provides discounted fares to several different groups, with discount rates differing across fare types:

- Seniors (age 65 and older), persons with disabilities, and Medicare card holders:
  - 75% single ride discount
  - 62% LA Express Route Discount
  - Household Income determined discount on paratransit services
- Youth in grades K-12
  - 50% single ride discount on local and express bus services
  - 14% monthly pass discount
- Children pre-school aged and younger, and personal care attendants ride free
- Low-income Torrance residents may qualify for LA Metro's Low-Income Fare is Easy (LIFE) program which subsidizes transit rides on the passenger's TAP card.

Fare Structure

Torrance Transit divides its fare structure among local bus service and LA Express routes. LA Express routes always cost more than local. Transfers between all Torrance Transit buses cost $0.40, and transfer costs to another system like LA Metro are $0.40.

Torrance Fare Structure

Fare Type	Adult Fares	Regular Multiplier	Reduced Fare	Reduced Multiplier
Cash Fare	$1.00/$2.00 (Express)	-	$0.25/$0.75 (Express)	-
30-Day Pass	$35/$65 (Express)	*35x/32.5x*	$42/$51.50 (EZ Pass)	*168x/68x*
Senior Taxi (Paratransit)	$5.00	-	$3.00/$1.00 (Income Based)	
Dial-A-Taxi (Disabled Residents)	$1.00	-	-	-

Torrance Transit does not offer a 1-day or 7-day pass but does offer a monthly pass priced at $35 and $30 for K-12 students. The only reduced fare monthly pass for Torrance Transit is available through the EZ Pass program.

Norwalk Transit

The Norwalk Transit system is the City of Norwalk's local agency and operates 6 fixed routes and paratransit services primarily within municipal boundaries. Norwalk does not operate any express service to Downtown Los Angeles like other peer agencies, though does provide connections to Metro Rail Green Line Norwalk Station and participates in TAP contactless and EZ Pass fare systems. Norwalk's Dial-A-Ride paratransit service operates within municipal boundaries seven days per week.

Fare Policies

Norwalk Transit provides free or discounted fares to several groups, with discount rates differing across fare types:

- Seniors (age 62 and older), persons with disabilities, and Medicare card holders:
  - 52% single ride discount
  - 61% EZ Regional Pass discount
- Youth grades K-12
  - 20% discount on a single ride
- Children under five years old and personal care assistants ride free
- Low-income Norwalk residents may qualify for subsidized transit rides with LA Metro's Low-Income Fare is Easy (LIFE) program

Fare Structure

Norwalk Transit does not have a pass system for unlimited rides during a specified timespan like a daily or weekly pass. Instead, Norwalk offers the regional EZ Pass. Transfers between Norwalk buses and between other agencies are both $0.50.

Norwalk Fare Structure

Fare Type	Adult Fares	Regular Multiplier	Reduced Fare	Reduced Multiplier
Cash Fare	$1.25	-	$0.60	-
Monthly Pass (EZ Pass)	$110	*88x*	$42	*70x*
Dial-A-Ride (Paratransit)	$1.00	-	None	

Long Beach Transit

Long Beach Transit (LBT) is among the largest municipal operators in Los Angeles County, currently operating 36 fixed-routes, Dial-A-Lift (paratransit), a water taxi, and commuter express service to UCLA's campus. LBT's paratransit service, Dial-A-Lift, operates within Long Beach, Lakewood, Signal Hill, and Paramount. After pausing fare collection due to the pandemic, Long Beach Transit reinstated fares in September 2021.

Fare Policies

Long Beach Transit provides free or discounted fares to several groups, with discount rates varying across fare types:

- Seniors (age 62 and older), persons with disabilities, and Medicare card holders:
  - 52% single ride discount
  - 50% 5-day pass discount
  - 64% 30-day intra-agency pass
  - 62% discount on a EZ regional pass
- Youth grades K-12
  - 13% discount on a single ride
  - 23% decrease on a monthly intra-agency pass
  - Long Beach Transit is a member of the GoPass System, a fare card for the K-12 community and community college attendees. This system allows for school subsidy of a transit pass for its students
- Children younger than five years of age and personal care assistants ride free
- Low-income Long Beach residents may qualify for Metro's Low-Income Fare is Easy (LIFE) program which subsidizes transit rides on the passenger's TAP card

Transfers between LBT buses are $1.25 and interagency transfers are $0.50.

Fare Structure

LBT offers passes at different durations to provide value for passengers who ride the bus occasionally or every day.

Long Beach Fare Structure

Fare Type	Adult Fares	Regular Multiplier	Reduced Fare	Reduced Multiplier
Cash Fare	$1.25	-	$0.60	-
Day Pass	$4.00	*3.2x*	$2.50	*4.1x*
5-Day Pass	$18	*14x*	$9.00	*15x*
30-Day Pass	$65	*52x*	$24	*40x*
30-Day EZ Pass	$110	*88x*	$42	*70x*
Dial-A-Ride (Paratransit)	$2.00	-	None	-

Riverside Transit Agency

Riverside Transit Agency (RTA) operates in Western Riverside County in the cities of Riverside, Corona, Beaumont, and Banning. RTA operates three different services: fixed-route, CommuterLink express routes, and Dial-A-Ride paratransit service. Dial-A-Ride services operate within a ¾ mile radius of RTA fixed-route stops and in 18 RTA bordering municipalities and unincorporated regions where transit service is limited.

Fare Policies

RTA provides free or discounted fares to different groups, with discount rates varying across fare types. Fares vary between services, with higher fares for CommuterLink services which provide service to San Bernardino, La Sierra Metrolink station, Temecula, Corona and others.

On local fixed-route services:

- Seniors (age 60 and older), persons with disabilities, and Medicare card holders:
  - 57% single ride discount
  - 50% day-pass discount
- Children pay fare of $0.50
- Personal care assistants and military, fire, police, and EMT members in uniform ride free

On CommuterLink Services:

- Seniors (age 60 and older), persons with disabilities, and Medicare card holders:
  - 21% single ride discount
  - 30% day-pass discount

RTA passengers can transfer to five different agencies including LA metro for a variable fee, depending on the agency. Transfers within the RTA network are $1.75 (full fare).

For Dial-A-Ride services, the base fare is $3.50 but can cost as much as $10.50 per one-way trip depending on the number of fare zones crossed.

Fare Structure

RTA charges different prices depending on passes purchased for local or CommuterLink services. Weekly passes are only available for local routes and are not discounted for seniors or passengers with disabilities.

RTA Fare Structure

Fare Type	Regular	Regular Multiplier	Reduced Fare	Reduced Multiplier
Local Cash Fare	$1.75	-	$0.75	-
CommuterLink Cash Fare	$3.50	-	$2.75	-
Local Day Pass	$5.00	*2.8x*	$2.50	*3.3x*
Local Weekly Pass	$20	*11x*	$20	*26x*
CommuterLink Day Pass	$10	*2.8x*	$7.00	*2.5x*
30 Day CommuterLink	$95	*27.1x*	$70	*25.4x*
Dial-A-Ride (Paratransit)	$3.50	-	None	-

Note: RTA is currently piloting reduced fares of $0.25 for youth (ages 18 and under), seniors, people with disabilities, Medicare card holders, veterans, and children. This pilot is set to run through June 2023, but dates are subject to change.

The difference in fare costs in this structure are because CommuterLink service routes tend to be longer in distance and duration. Riverside Transit Agency is the only peer agency that does not participate in the TAP, EZ Pass, or LIFE program because they are outside of Los Angeles County. RTA does have their own mobile application and cashless payment system, though is proprietary to RTA.

GTrans

GTrans is the municipal transit agency for the cities of Gardena and Hawthorne located about 13 miles south of downtown Los Angeles. GTrans operates six fixed-routes and Special Transit (paratransit), with one express route to downtown Los Angeles.

Fare Policies

GTrans provides free or discounted fares to several groups, with discount rates differing across fare types:

- Seniors (age 62 and older), persons with disabilities, and Medicare card holders:
  - 60% single ride discount
  - 62% discount on EZ regional pass
- Youth grades K-12
  - 30% discount on a single ride
  - GTrans is a member of the GoPass System, a fare card for the K-12 community and community college attendees. This system allows for school subsidy of a transit pass for its students. On GTrans, K-12 students who present a GoPass ride free.
- Children younger than 5 and personal care assistants ride free
- Low-income GTrans riders may qualify for LA Metro's Low-Income Fare is Easy (LIFE) program which subsidizes transit rides on the passenger's TAP card.

Transfers between GTrans buses are $0.40. Transfers to LA Metro bus are $0.50 and full fare ($1.75) is required to transfer to LA Metro rail services.

Fare Structure

GTrans does not offer a fixed duration pass except for a regional monthly EZ pass. The only large variance from their traditional fare structure is for Line 7X, which requires a $4.00 payment and provides round-trip service to SoFi Stadium, a service designed for event attendees that is outside of the traditional GTrans service area. GTrans charges $0.75 for a one-way Special Transit (paratransit) fare and operates within four municipalities: Gardena, Hawthorne, Alondra Park, and Del Aire.

GTrans Fare Structure

Fare Type	Adult Fares	Regular Multiplier	Reduced Fare	Reduced Multiplier
Cash Fare	$1.00/$4 (Line 7X)	-	$0.35 (Senior/Disabled) K-12 Free with GoPass	-
Monthly Pass (EZ Pass)	$110	*110x*	$42	*120x*
Special Transit (Paratransit)	$0.75	-	None	-

Foothill Transit

Foothill transit is one of the largest peer agencies included in this peer review, serving a population of 1.5 million people over numerous municipalities to the east of Los Angeles. Foothill operates local, Bus Rapid Transit (BRT) and Los Angeles express routes. Local routes and BRT (Silver Streak) share the same fares, while six express routes charge higher fares. Foothill transit does not operate its own paratransit service and instead relies on Access LA for paratransit service.

Fare Policies

Foothill Transit provides free or discounted fares to several groups, with discount rates differing across fare types:

- Seniors (age 62 and older), persons with disabilities, and Medicare card holders:
  - 57% single ride discount
  - 50% day pass discount
  - 57% 10 trip discount
  - 50% 30-day intra-agency pass discount
  - 61% EZ Regional Pass discount
- Youth grades K-12
  - 43% discount on a single ride
  - 33% day pass discount
  - 43% 10 trip discount
  - 33% decrease on a monthly intra-agency pass
- Children under five years old and personal care assistants ride free
- Low-income Santa Monica residents may qualify for subsidized transit rides with LA Metro's Low-Income Fare is Easy (LIFE) program

Fare Structure

Foothill Transit offers a significant number of passes and discounts for eligible populations. Paratransit service fares are capped at $3.50, with base fare being variable depending on the distance travelled.

Foothill Fare Structure

Fare Type	Adult Fares	Regular Multiplier	Reduced Fare	Reduced Multiplier
Cash Fare	$1.75	-	$0.75	-
Day Pass	$6.00	*3.4x*	$3.00	*4x*
10-Trip Pass	$14	*8x*	$6.00	*8x*
31-Day Pass	$60	*34x*	$30	*40x*
30-Day EZ Pass	$110	*63x*	$42	*56x*
Access Services (Paratransit)	$3.50 Maximum (Distance Traveled)	-	None	-

Note: Foothill Transit is currently charging half price for all Day Passes, 10-Trip Passes, and 31-Day Passes through September 30, 2022.

Foothill Commuter Express Fare Structure

Commuter Express Fares	Adult Fares	Regular Multiplier
Cash Fare	$5.50	-
10-Trip	$44	*8x*
31 Day Pass	$180	*32.7x*
30-Day EZ Pass	$220	*40x*

Fare Technology

All peer agencies accept cash and the Los Angeles region's TAP contactless card except for Riverside Transit. Santa Monica's Big Blue Bus is the only agency that incentivizes cashless payment, with a $0.15 discount for using a TAP card. Most agencies have moved away from a paper or magnetic strip pass to store transfer, fixed duration and fixed use pass information and instead using the TAP platform. The TAP mobile app allows passengers to see a full array of pass options for their local agency as well as regional offerings. Agencies that accept TAP also accept mobile ticketing.

Peer Fare Technology Comparison

System Name	Cash	Tokens	Paper Tickets/ Magnetic Swipe Cards	TAP	Mobile Ticketing
Montebello Bus Lines	X	X	X	X	
Big Blue Bus	X			X	
Torrance Transit	X			X	
Norwalk Transit	X		X	X	
Long Beach Transit	X			X	
Riverside Transit	X		X		X
GTrans	X	X		X	
Foothill Transit	X			X	

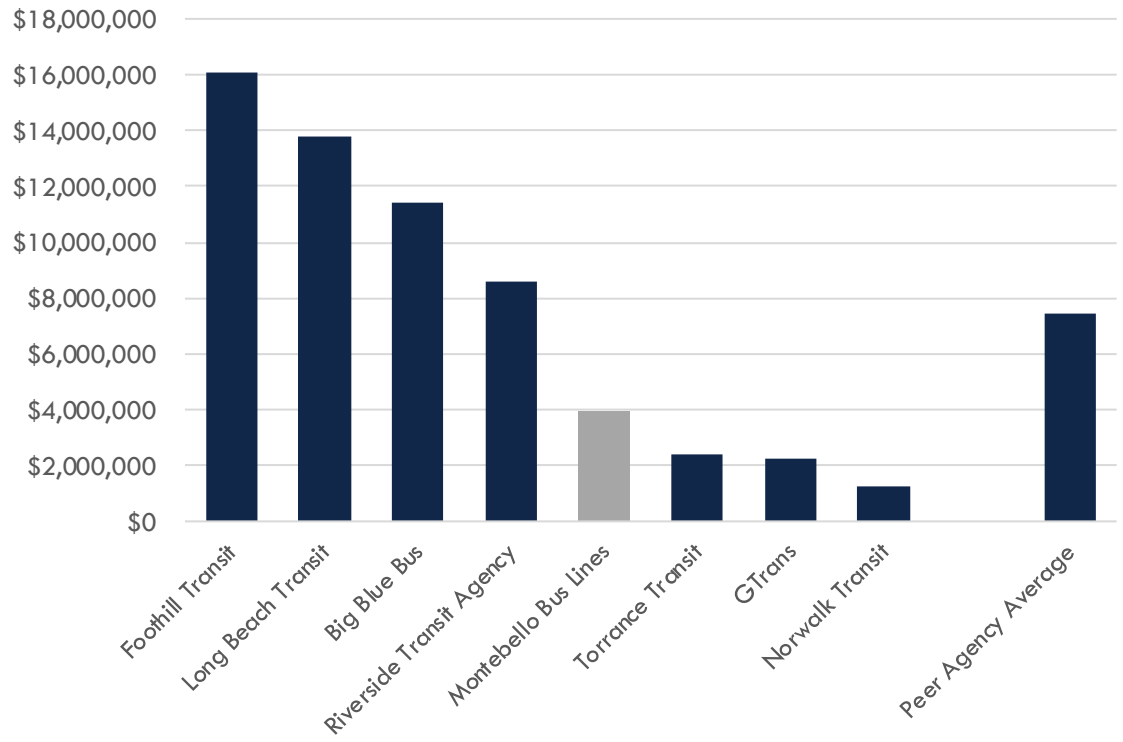
Fare Performance

In addition to comparing the fare structure and policies for each of the peer agencies, an assessment of annual fare revenue, average fare paid per passenger, and farebox recovery can be indicative of how well these policies are performing for each agency. This fare performance assessments includes fixed-route transit only.

Fare Revenue

Annual fare revenue is a measure of how much total revenue is directly generated by fares. This comparison provides a sense of scale for how much fare revenue is generated for each agency. Foothill Transit, Long Beach Transit, and Big Blue Bus are leaders in this metric due to their high ridership and large service area compared to other peers. It is expected for MBL to generate less fare revenue than these other large agencies.

Fixed Route Fare Revenue

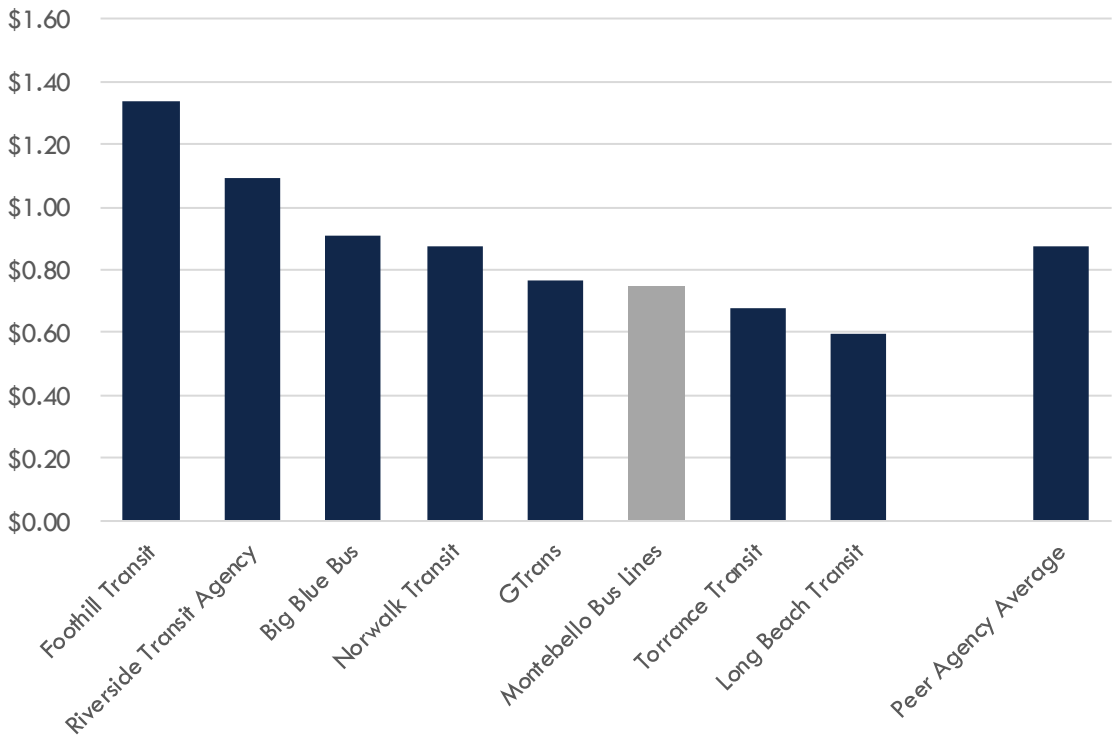


Average Fare per Passenger

While some passengers pay the full base fare for a single ride, the availability of multi-ride pass products, discount policies, and contracts with schools and universities allow some passengers to ride for less than the base fare. The average fare paid per passenger trip provides insight into how much fare revenue is actually collected per passenger trip.

Like all other peer agencies, Montebello collects a lower average fare than its base fare. These differences are functions of multiple variables like base fare, pass products, discounts, and passenger volumes. Montebello is similarly positioned compared to peer agencies for average fare per passenger as it is for base fares. However, MBL is below the peer agency average, indicating there is an opportunity to increase fares to align more closely with peer agencies.

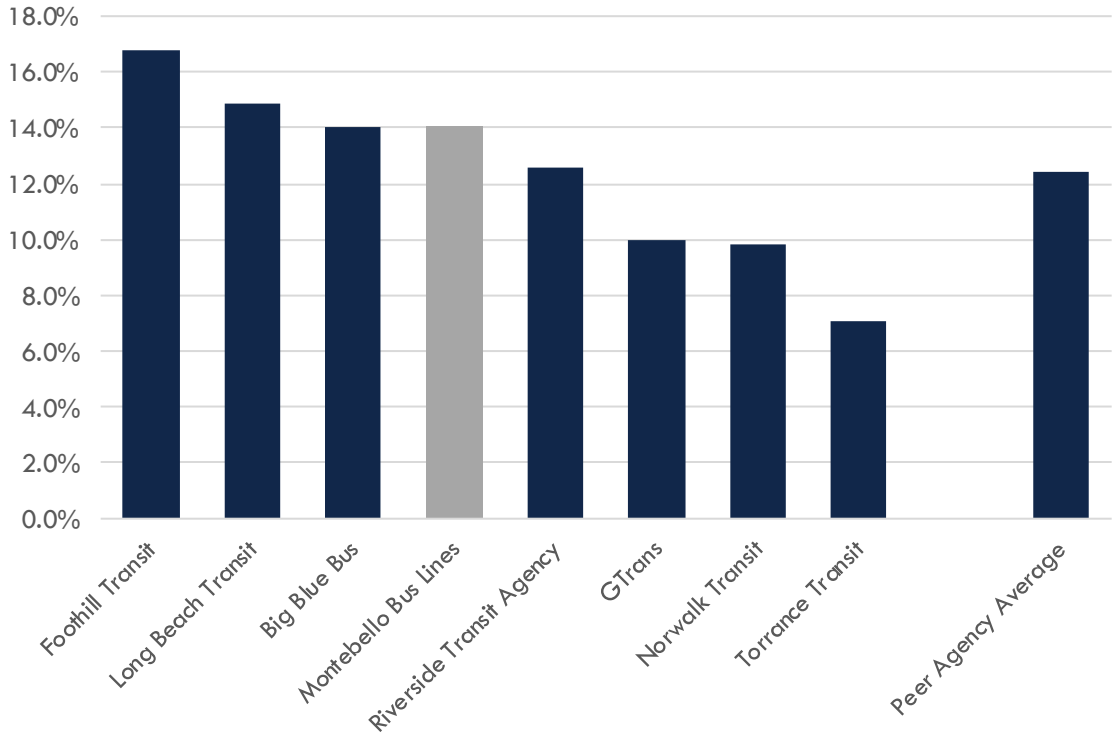
Average Fare Collected per Passenger



Farebox Recovery

Farebox recovery is a measure of the percentage of operating costs that are paid for with fare revenues. Farebox recovery is a commonly used performance metric for many transit agencies. While performance standards vary from agency to agency, typical farebox recoveries are generally in the range of 10% to 20%, which is mostly true of the peer agencies. Montebello is one of the leading agencies in the region for farebox recovery along with some of the largest peer agencies like Foothill Transit and Long Beach Transit. This metric serves as a good initial comparison between peer agencies, and suggests that MBL's fare revenue, relative to service costs, is competitive with other peer agencies.

Farebox Recovery Percentage



Fare Free Analysis

Charging a fare – or not charging a fare – encompasses a wide range of costs and benefits. Some of the key benefits associated with collecting a fare include generating revenue, reducing reliance on federal and state funding, and supporting the perception that the public helps pay for public transportation services.

At the same time, there are costs associated with charging a fare. Operating fare free is less complex because it simplifies accounting systems and reduces the need for secure storage of cash; additionally, management and distribution of fare media are not required. Additional benefits include the potential for increased ridership and enhanced operating efficiency.

Key Findings

- Operating fare free service for MBL's fixed-route service is anticipated to:
  - Increase ridership between 40% (766,000 trips) and 60% (1,149,000 trips)
  - Not require any additional service, vehicles, or annual operating costs
  - Provide additional flexibility within schedules for low on-time performance routes due to reduced dwell time at stops
- Eliminating on-board fares for MBL's Dial-A-Taxi service is anticipated to:
  - Increase paratransit trips between 20% (6,800 trips) and 40% (13,600 trips)
  - Increase annual operating costs between $50,000 and $101,000
  - Potentially increase vehicle and staffing requirements for contracted taxi providers
- At a systemwide level, providing fare free service would:
  - Add between 773,000 and 1,163,000 total additional passenger trips
  - Increase net annual additional operating costs between $1,342,000 and $1,393,000, including foregone farebox revenue and additional service requirements
- Best practices for addressing funding gaps associated with fare free service include reallocated local funding, local funding partnerships with universities and major employers, and voter approved local sales tax initiatives

Existing Fare Costs and Revenue

Transitioning to fare free service typically results in a decrease in revenue for the agency; collecting fares directly generates revenue but has ongoing operating and administrative costs, including farebox equipment maintenance, accounting, and other services. Identifying tradeoffs between fare revenue and collection costs is the first step in determining the financial impacts of providing fare free service.

MBL earned approximately $1.3 million in total fare revenue in 2021. MBL also estimates the annual cost of staff time associated with fare collection at approximately $27,000 per year. A transition to fare free service would include both foregoing this $1.3 million in farebox revenue and a cost savings of $27,000 by no longer collecting, counting, and reconciling fare revenue.

MBL Fare Revenue by Source (2021)

Fare Type	Revenue	Percent of Total
Cash	$1,193,000	90%
Passes	$103,000	8%
Paratransit	$23,000	2%
Total	**$1,319,000**	**100%**

Source: MBL, 2021

Farebox recovery is the ratio of fare revenue compared to total operating expenses. This metric is widely used in the transit industry to identify the percentage of operating costs that are paid for directly by passenger fares. MBL fare revenues account for 5% of total annual operating expenses. This represents the revenue that would need to be replaced by an alternative funding mechanism should MBL implement fare free service.

MBL Fixed-Route Farebox Recovery (2021)

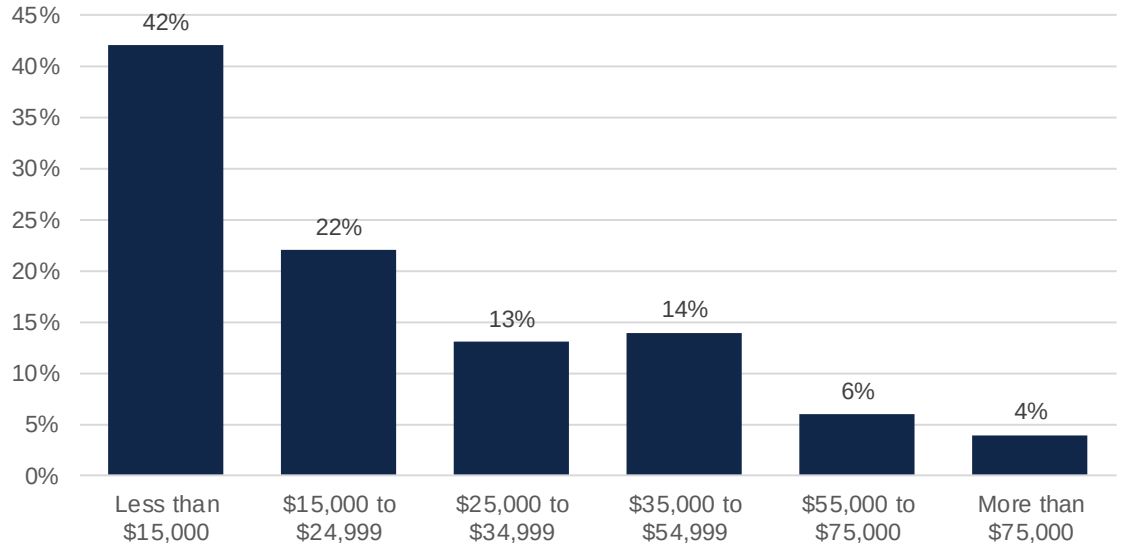
	Fixed-Route	Dial-A-Taxi	Total
Passenger Fare Revenue	$1,296,000	$23,000	$1,319,000
Total Operating Expenses	$26,606,000	$252,000	$26,858,000
Farebox Recovery Ratio	**5%**	**9%**	**5%**

Source: MBL, 2021

Equity Considerations

Transitioning to fare free service has the potential to eliminate barriers for low-income passengers and improve equity in the service area. Understanding the income levels of existing ridership is a key factor for determining how fare free service will affect the community. MBL riders are disproportionately lower-income earners. Over half of MBL riders have an annual household income below $25,000 and over 40% have an income below $15,000.

MBL Ridership by Income Level



Source: 2021 MBL On-Board Survey

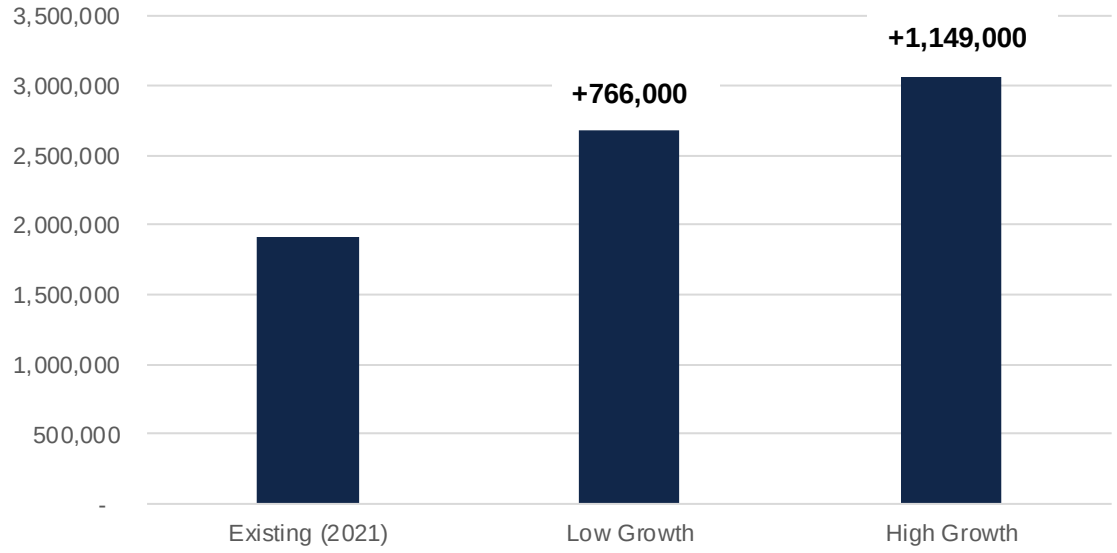
Fixed-Route Ridership and Cost Implications

Ridership

Increasing ridership is often a high priority for transit agencies, particularly in the wake of declining ridership following the Covid-19 Pandemic, and providing fare free service has been shown to consistently and quickly accomplish this goal. Transit ridership is elastic relative to fares – the more fares are reduced, the higher ridership will increase. Based on industry experience reported from several agencies that have done so successfully, transitioning to fare free service can increase transit ridership between 40% and 60%.

This represents a range of increased fixed-route ridership between 766,000 and 1,149,000 additional passengers per year. As transit ridership increases following a transition to fare free service, there are several implications including the potential for improved travel times, increased operating costs, and increased capital costs.

MBL Projected Fixed-Route Ridership Increase

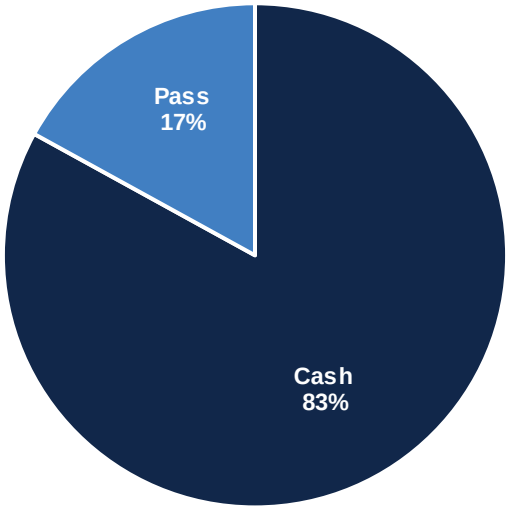


Source: MBL, 2021

Travel Time Savings

Fare free service may reduce dwell time spent at bus stops associated with waiting for passengers to board and pay their fare. Research has shown that it takes passengers on average 4.5 seconds to pay their fare with cash, 2.8 seconds to pay their fare with a smart card, and 1.8 seconds to board without paying a fare.[3] Ridership by fare media indicates that the majority of MBL passengers pay their fare with cash products.

MBL Ridership by Fare Media



Source: MBL, 2021

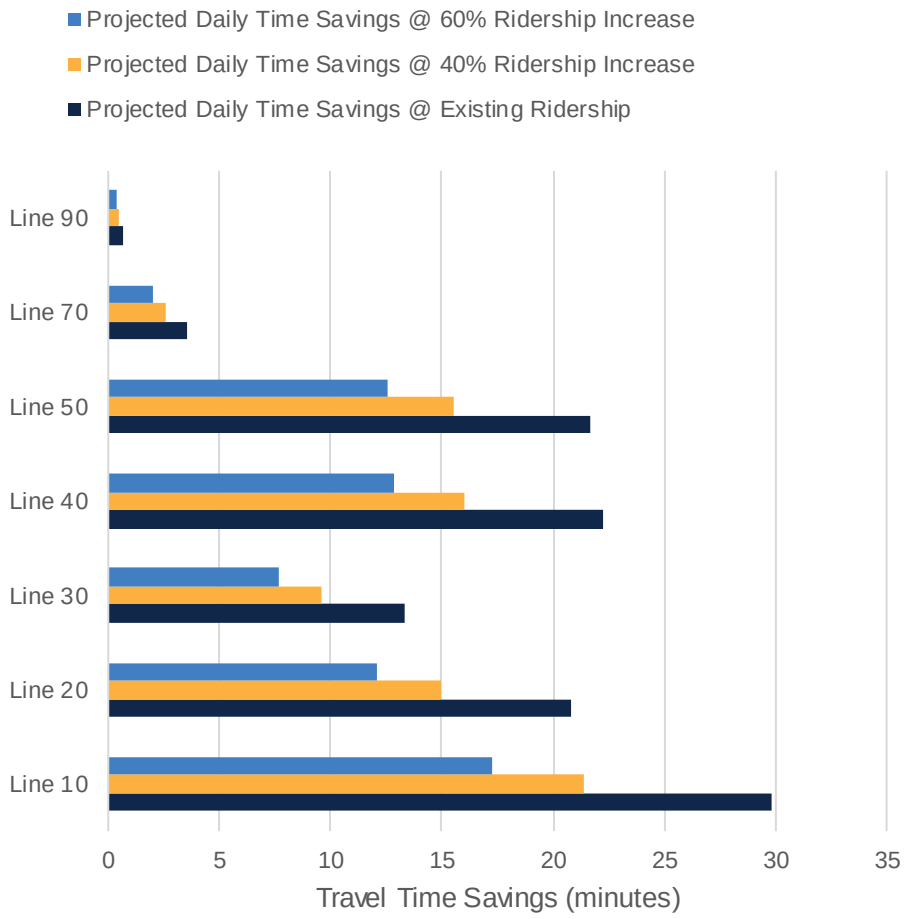
Based on recent experience from Intercity Transit (Olympia, WA), significant travel time savings can be anticipated after implementing fare free service, including relief for routes with on-time performance issues. Applying the estimated dwell time savings to the existing ridership and projected increase in ridership yields the average daily travel time savings for each route. Travel time savings at existing ridership levels amount to nearly two hours per day. Line 10, the route with the most significant travel time savings, is expected to save nearly 30 minutes of travel time per day initially. On a per trip basis, this results in roughly 5-30 seconds of additional travel time per one-way trip. MBL should be prepared to monitor and adjust scheduled runtimes to account for these potential travel times savings.

Initial travel time savings are also likely to degrade over time as more people start riding the bus in response to fare free service. As ridership increases, travel time savings are

[3] Transit Cooperative Research Program, *Report 165: Transit Capacity and Quality of Service Manual –3rd Edition*, 2017

anticipated to become more modest, reducing to about an hour and twenty minutes per day with a 40% ridership increase and one hour per day with a 60% ridership increase.

MBL Projected Daily Time Savings



Source: MBL, 2020

Operating Cost Implications

As ridership increases, vehicles on specific trips or routes may exceed capacity, requiring the agency to provide additional trips. The existing maximum on-board passenger loads for every trip of each route were used to project the theoretical maximum loads based on a 40% and 60% increase in ridership. It is assumed that projected maximum on-board loads exceeding 60 passengers would require an additional trip. The results of this analysis show that the average maximum on-board load for all trips under both growth scenarios would remain under the 60-passenger maximum and no additional trips would be required.

Because there are no additional operating costs projected from fare free service, there are also no additional capital costs or staffing requirements associated with fare free fixed-route service.

Dial-A-Taxi Ridership and Cost Implications

Similar to fixed-route service, reducing or eliminating paratransit or dial-a-taxi fares is expected to increase demand for the service. Other agencies, like Mountain Line (Missoula, MT) and Chapel Hill Transit (Chapel Hill, NC), experienced an approximately 30% increase in revenue hours and passenger trips during the first three years of fare free service. The ADA requires paratransit service with comparable travel times as fixed-route service. As ridership increases additional vehicles must be dispatched to serve maintain comparable travel times. Using a similar estimated ridership increase between 20% and 40% would result in a range of cost implications. Annual revenue hours would be expected to increase between 470 and 950 hours, resulting in an increased annual operating cost between $50,000 and $101,000.

Dial-A-Taxi Operating Cost Implications

	20% Ridership Increase	40% Ridership Increase
Additional Ridership Increase	6,800	13,600
Additional Annual Revenue Hours Needed	470	950
Annual Dial-A-Taxi Operating Cost Increase	$50,000	$101,000
Total Annual Dial-A-Taxi Operating Cost	**$302,000**	**$353,000**

Because MBL's Dial-A-Taxi service is contracted out to local taxi companies, there would be no additional vehicle or staffing requirements for the city. However, additional capital or staffing needs may be required for the taxi companies to continue providing a consistent level of service as demand and ridership increase.

Fare Free Tradeoffs Summary

Operating fare free service includes a range of costs, benefits, and tradeoffs that are important to consider when deciding whether to charge a fare or not, with the primary benefits including increased ridership and reduced dwell times and the largest costs including foregone farebox revenue and increased operating costs.

By operating fare free service, ridership is estimated to grow between 766,000 and 1,149,000 for fixed-route service and between 6,800 and 13,600 for Dial-A-Taxi service. Due to increased ridership and foregone farebox revenue, systemwide net operating cost increases are estimated between approximately $1,342,000 and $1,393,000 annually. This would represent a substantial operating cost increase for MBL and may not be sustainable in the long-term without significant changes to funding mechanisms.

Fare Free Estimated Ridership and Cost Impacts

	Low-Cost Estimate	High-Cost Estimate
Fixed-Route		
Projected Ridership Increase	766,000	1,149,000
Additional Annual Operating Costs	$0	
Foregone Farebox Revenue (2021)	$1,296,000	
Paratransit		
Projected Ridership Increase	6,800	13,600
Additional Annual Operating Costs	$50,000	$101,000
Foregone Farebox Revenue (2021)	$23,000	
Systemwide		
Cost of Fare Collection	($27,000)	
Total Estimated Annual Cost	**$1,342,000**	**$1,393,000**

Fare Free Case Studies

Fare free public transit service has been explored across the country as an option for increasing ridership and ensuring affordability. Since the onset of the COVID-19 pandemic, fare free service has gained even more traction, with numerous agencies beginning to operate fare free on a trial basis. As the long-term impacts to ridership and revenue of remaining fare free are evaluated, it is important to review case studies of other agencies that have implemented fare free service to determine effective best practices for generating additional revenue to mitigate impacts associated with foregone fare revenue and increased operating costs. The three case studies discussed in this section include:

- Missoula, MT (Mountain Line)
- Kansas City, MO (KCATA)
- Olympia, WA (Intercity Transit)

Missoula, MT

Mountain Line, the transit system operating in the City of Missoula, MT, introduced a three year zero-fare demonstration project in January 2015 in conjunction with several other service improvements which led to a 40% increase in ridership over the first 12 months of the program. Prior to implementing zero-fare service, Mountain Line collected approximately $335,000 in annual farebox revenue that needed to be replaced by another funding source. To bridge this funding gap, a new partnership called Sustainable Missoula was developed between Mountain Line, the City of Missoula, the University of Montana, the Missoula Downtown Association, local non-profit organizations, and major employers in the region to provide funding in support of the zero-fare program.

Sustainable Missoula started with 11 member organizations and has since grown to 24 members. The program has been successful for leveraging partnerships with the University of Montana and local employers to provide sufficient revenue for the agency, advertise Mountain Line service, and foster economic development and access to employment opportunities in Missoula. From a revenue perspective, Mountain Line has been able to generate more revenue from their funding partnership (approximately $500,000 per year) than they had previously generated through farebox revenue, while reducing administrative costs associated with fare collection. Additionally, the increased ridership on the system qualified the agency for new grant funding opportunities, including approximately $3 million in federal 5339c Low or No Emissions and 5339 Bus and Bus Facilities grants.

Kansas City, MO

In December 2019, Kansas City passed a resolution enabling free fares for veterans, students, and clients of social service organizations. Following the onset of the COVID-19 Pandemic, this fare free service was expanded systemwide in an effort to eliminate touch points with cash and card payments. KCATA staff have indicated that fare free service is largely responsible for mitigating ridership loss experienced by other transit agencies during the pandemic, suggesting that ridership may have dropped as much as 40% lower than it did if they had not implemented fare free service. Providing fare free service has since been extended through 2022 and will be reevaluated for a potential extension through 2023.

Fare free service is expected to result in approximately $8 million in annual foregone farebox revenue for KCATA. The city is exploring a two-pronged approach to address this funding gap. First, city council allocated $4.8 million in the 2020-2021 budget to bridge the majority of the funding gap. Second, the city began discussions with major employers to form a funding partnership to bridge the remaining $3.2 million. While the results of any potential partnerships are not yet known, KCATA represents a hybrid approach of reappropriating municipal budget and exploring funding agreements with stakeholder groups.

Olympia, WA

In November 2018, Intercity Transit, the public transit agency operating in Olympia, WA, passed a voter approved ballot measure (Intercity Transit Proposition 1) that established a 0.4% sales tax to maintain, improve, and expand public transit services. Without the passage of Proposition 1, Intercity Transit was facing a 15% service reduction. However, the additional sales tax revenue allowed the agency to not only preserve existing services but to also expand routes into new areas, increase service frequency, and extend operating hours. In addition to these service improvements, Proposition 1 also included funding for a five-year “zero-fare” demonstration, which went into effect on January 1, 2020. Initial results showed a substantial increase in ridership, with weekday ridership increasing 15.1% and weekend ridership increasing 49.4% (a 20% increase overall) between the months of January 2019 and January 2020.

Between all service modes, Intercity Transit generated approximately $4.1 million in farebox revenue, about 10% of annual operating expenses. This foregone farebox revenue has been replaced by the new sales tax revenue generated due to Proposition 1. Additionally, the decision to implement a zero-fare pilot saved the agency at least $1 million in farebox replacement costs and the increase in ridership is expected to qualify the agency for additional federal funding.

Fare Scenarios

While the peer review performed in Chapter 3 of this report was used to identify best practices in fare structure and policies for similar agencies, any change in the fare structure for MBL would result in changes to ridership and revenue. To better understand these impacts, a fare model was developed based on existing ridership and revenue data from 2021. This information was then used as a baseline to understand order of magnitude changes to fare revenues and ridership as a result of specific pricing or structural changes.

Consumption of transit, like other goods and services, reacts to cost. Significant research over time has examined the sensitivity of transit ridership to fare increases. As such, elasticity factors are common in fare modeling, as they define the price sensitivity of riders to fare changes. An elastic factor suggests a larger change in ridership relative to a fare change. An inelastic factor suggests a relatively small change in ridership relative to a fare change. Informed by industry research,[4] the model accounts for elasticity factors that are consistent with industry standards for regular fares and instituting new fares to a system.

Using these elasticity factors, ridership changes (on a fare product basis) are determined from the proposed fare structure. A new average fare for each fare product is also calculated from the percentage change in the fare product price. Finally, multiplying the new ridership estimate by the new average fare produces a revenue estimate for that fare product.

It should be cautioned that any estimation model is an approximation based on a set of assumptions and is dependent on accurate data inputs to ensure quality outputs. The fare model bases ridership and revenue changes strictly on price variation. Qualitative factors such as customer simplicity, pandemic related shifts in transit demand, or other factors, like additional administrative burden, are not considered here but are certainly factors that influence ridership and revenue levels.

[4] Source: TCRP Report 95, Chapter 12, *Transit Pricing and Fares*.

Preliminary Fare Scenarios

Six different preliminary scenarios for fare structures and pricing changes were developed to evaluate potential impacts to MBL ridership and revenue. These fare scenarios are described below:

- Scenario 1: Optimize Fares to Maximize Ridership
- Scenario 2: Optimize Fares to Maximize Revenue
- Scenario 3: Eliminate Fares for K-12 Students
- Scenario 4: Align with Peer Agency Best Practices
- Scenario 5: Simplify the Fare Structure
- Scenario 6: Eliminate Fares for All Passengers (low and high projections)

These Scenarios represent multiple variations on the current fare structure.

MBL Existing Fare Structure

Fare Type	Base Fare	Student Fare (K-12)	Reduced Fare (Seniors, Disabilities)
Single Trip	$1.10	$0.75	$0.50
Interagency Transfer	$0.25	$0.25	$0.10
Day Pass	$3.00	$2.00	$1.50
Monthly Pass	--	$30.00	--
Dial-A-Taxi	$1.00	--	--
Other Discount Policies			
Children (under 4 years old)	Free		

Scenario 1: Optimize Fares to Maximize Ridership

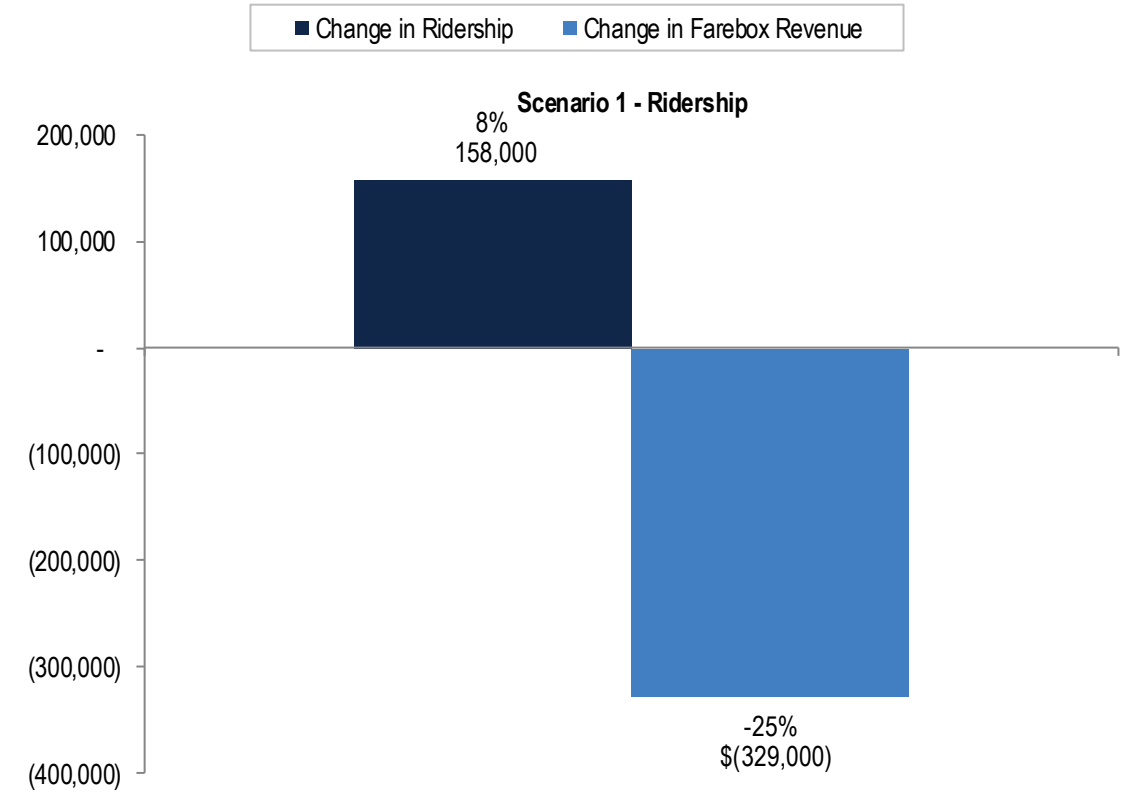
Scenario 1 takes an iterative approach to adjusting fares and pass multipliers, instead looking to maximize ridership while still maintaining the collection of fares and staying consistent with peer agencies. Scenario 1 represents the maximum potential for ridership based solely on changes to the fare structure without fully eliminating fares. The fare structure developed to maximize ridership includes a base fare of $0.75, a reduced fare of $0.50, free transfers, a 2x multiplier for all day-pass products, and a lowered K-12 student monthly pass cost of $15.00.

This scenario attempts to maximize ridership through fare structure changes and would result in an 8% increase in ridership (158,000 additional trips). This fare structure would also generate approximately $329,000 less in annual farebox revenue, an 25% decrease.

Scenario 1 Fare Structure

Fare Type	Base Fare	Student Fare (K-12)	Reduced Fare (Seniors, Disabilities)
Single Trip	$0.75	$0.75	$0.25
Interagency Transfer	$0.25	$0.25	$0.10
Day Pass	$1.50	$1.50	$0.50
Monthly Pass	--	$15.00	--
Dial-A-Taxi	$1.00	--	--
Other Discount Policies			
Children (under 4 years old)	Free		
Transfers	Free		

Scenario 1 Ridership and Revenue Impacts



Scenario 2: Optimize Fares to Maximize Revenue

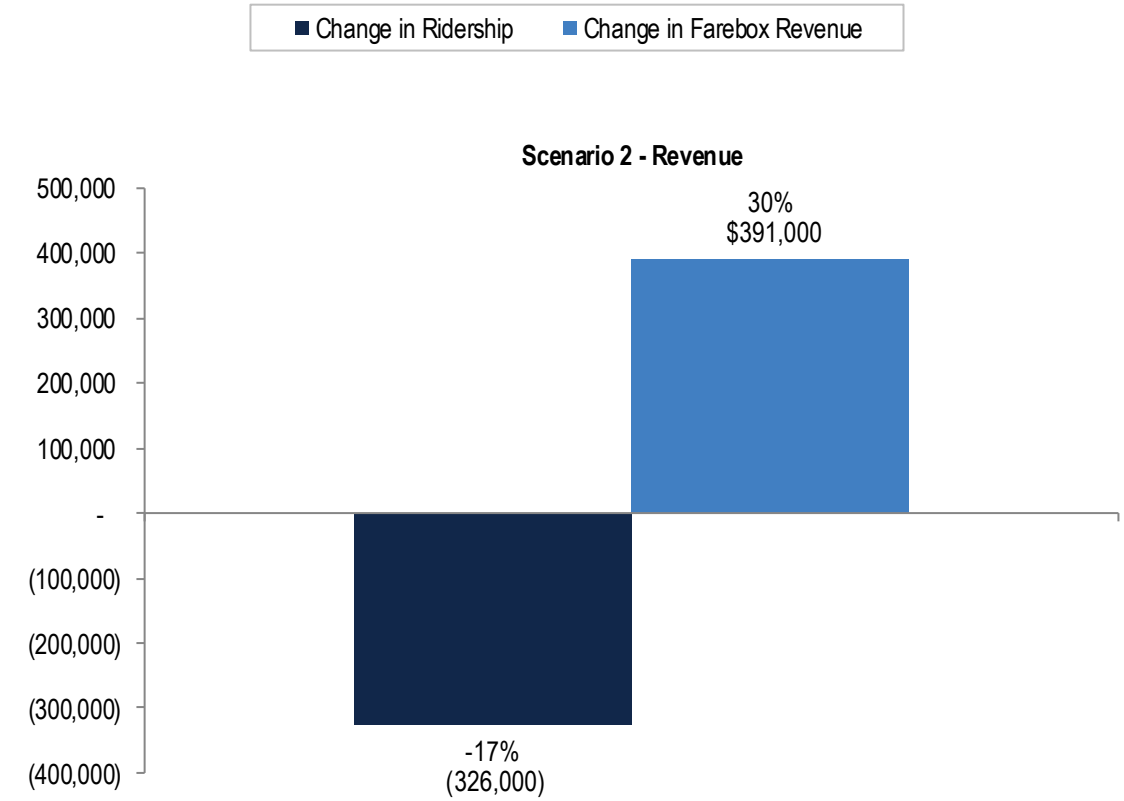
This scenario takes an iterative approach to adjusting fares and pass multipliers until prices are such that revenue is maximized and no longer increases with subsequent increases in fare price. Scenario 2 represents the maximum potential for farebox revenue based solely on changes to the fare structure. The fare structure developed to maximize revenue includes a base fare of $2.00, reduced fare of $1.00, removes the K-12 student fare discount, increases day passes to a 2.25x multiplier, and $5.00 for dial-a-taxi trips. This structure generates an additional $391,000 in farebox revenue, an increase of approximately 25% over 2019 levels.

Scenario 2 represents a substantial fare increase from the baseline, especially for passengers paying for single trips, and is expected to result in notable ridership loss, with an estimated 326,000 fewer trips (8%).

Scenario 2 Fare Structure

Fare Type	Base Fare	Student Fare (K-12)	Reduced Fare (Seniors, Disabilities)
Single Trip	$2.00	$2.00	$1.00
Interagency Transfer	$0.25	$0.25	$0.10
Day Pass	$4.50	$4.50	$2.25
Monthly Pass	--	$30.00	--
Dial-A-Taxi	$4.00	--	--
Other Discount Policies			
Children (under 4 years old)	Free		

Scenario 2 Ridership and Revenue Impacts



Scenario 3: Eliminate Fares for K-12 Students

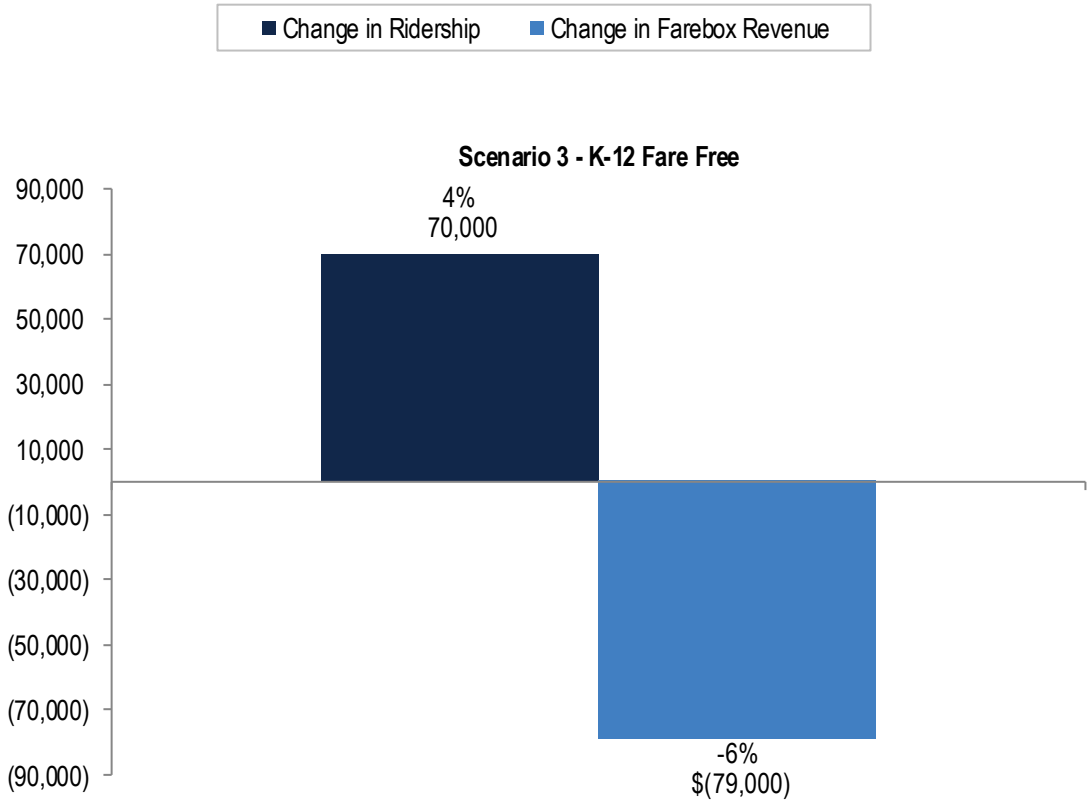
A common approach for transit agencies to begin exploring the potential for fare free service is through targeted programs, like providing fare free service to youth and/or K-12 Students. The allows the agency to monitor impacts on a smaller segment of the population, and in this case, encourage continued transit use in a growing population group. The fare structure developed in Scenario 3 maintains the existing fare structure but removes the existing K-12 student fare category and instead allows them to ride fare free.

This scenario would result in a 4% increase in ridership (70,000 additional trips). This fare structure would also generate approximately $79,000 less in annual farebox revenue, an 6% decrease.

Scenario 3 Fare Structure

Fare Type	Base Fare	Student Fare (K-12)	Reduced Fare (Seniors, Disabilities)
Single Trip	$1.10	Free	$0.50
Interagency Transfer	$0.25	Free	$0.10
Day Pass	$3.00	Free	$1.50
Monthly Pass	--	Free	--
Dial-A-Taxi	$1.00	--	--
Other Discount Policies			
Children (under 4 years old)	Free		

Scenario 3 Ridership and Revenue Impacts



Scenario 4: Align with Peer Agency Best Practices

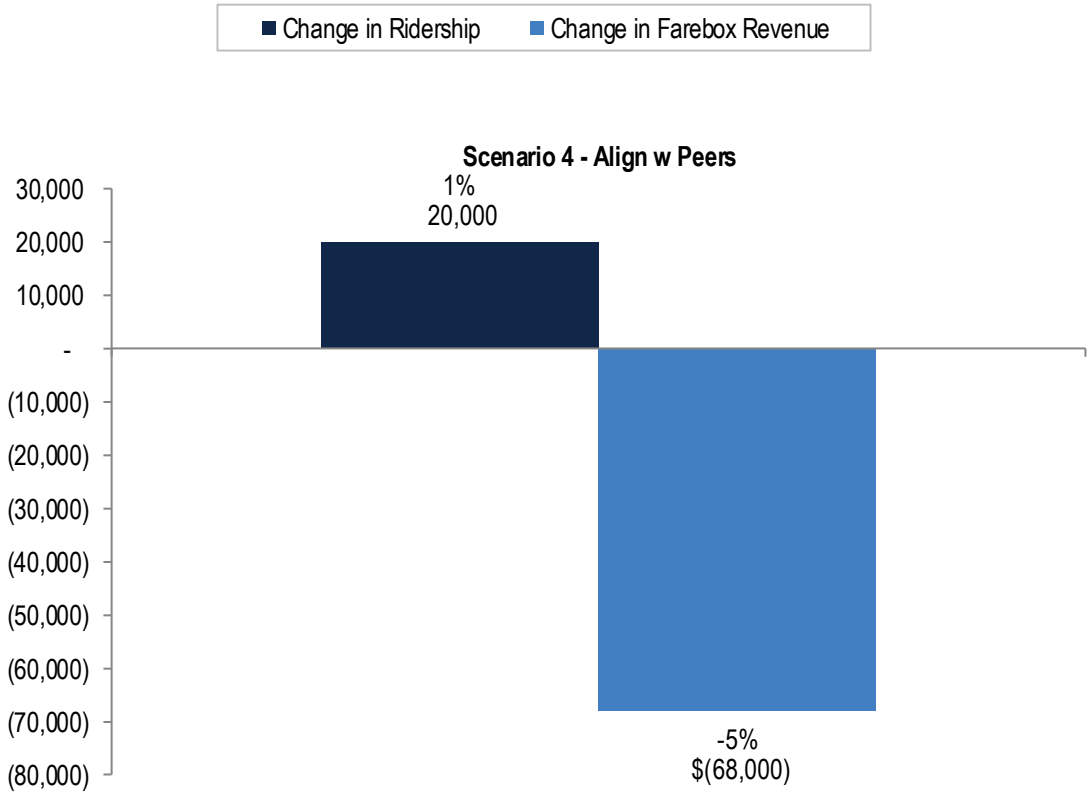
Building upon the peer agency review performed in Chapter 3, this scenario uses the identified best practices in fare structure for similarly sized agencies to establish a potential fare structure. This fare structure increases the base fares to $1.25, would charge $0.50 per transfer to align with peer agency practices, would charge 3x for a day pass, adds a new monthly pass priced at 30x the base fare, and increases dial-a-taxi fares to 2x the base fare ($2.50).

The impacts to revenue and ridership of Scenario 4 include a modest 1% increase in ridership (20,000 trips) along with a $68,000 reduction in farebox revenue, a 5% decrease over 2021 revenue.

Scenario 4 Fare Structure

Fare Type	Base Fare	Student Fare (K-12)	Reduced Fare (Seniors, Disabilities)
Single Trip	$1.25	$0.75	$0.50
Interagency Transfer	$0.25	$0.25	$0.10
Day Pass	$3.75	$2.00	$1.50
Monthly Pass	$37.50	$30.00	--
Dial-A-Taxi	$2.50	--	--
Other Discount Policies			
Children (under 4 years old)	Free		
Transfers	$0.50		

Scenario 4 Ridership and Revenue Impacts



Scenario 5: Simplify the Fare Structure

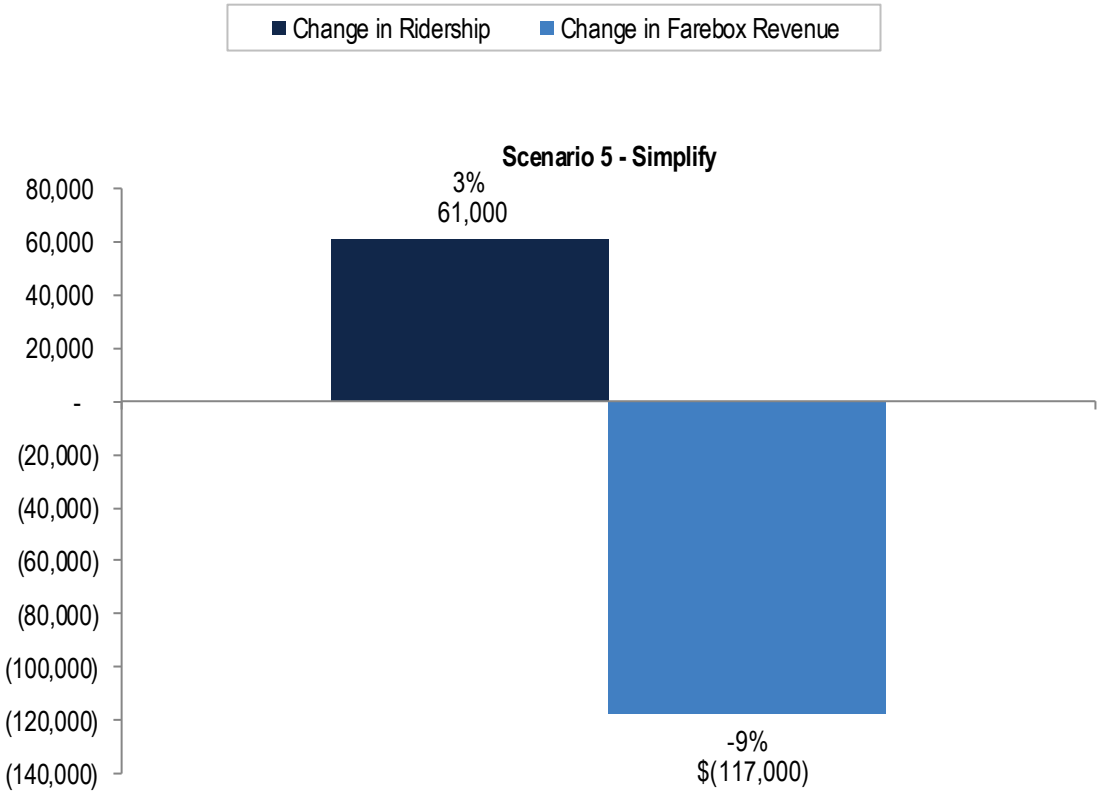
Scenario 5 recognizes that many other transit agencies are operating within the same geographic area as MBL that all have different fare structures, which can often create confusion for passengers. To simplify and improve the passenger experience, this fare structure seeks to create a simplified, streamlined fare structure that is easier to understand for passengers and easier to administer for MBL.

This simplified fare structure would include lowering the base fare to $1.00, removing the K-12 student discount fare, and maintaining day pass multipliers at 3x the base fare. This scenario would still result in a 3% ridership increase (61,000 additional trips) and would generate approximately $117,000 less in annual farebox revenue, a 9% decrease.

Scenario 5 Fare Structure

Fare Type	Base Fare	Student Fare (K-12)	Reduced Fare (Seniors, Disabilities)
Single Trip	$1.00	$1.00	$0.50
Interagency Transfer	$0.25	$0.25	$0.10
Day Pass	$3.00	$3.00	$1.50
Monthly Pass	--	--	--
Dial-A-Taxi	$1.00	--	--
Other Discount Policies			
Children (under 4 years old)	Free		
Transfers	Free		

Scenario 5 Ridership and Revenue Impacts

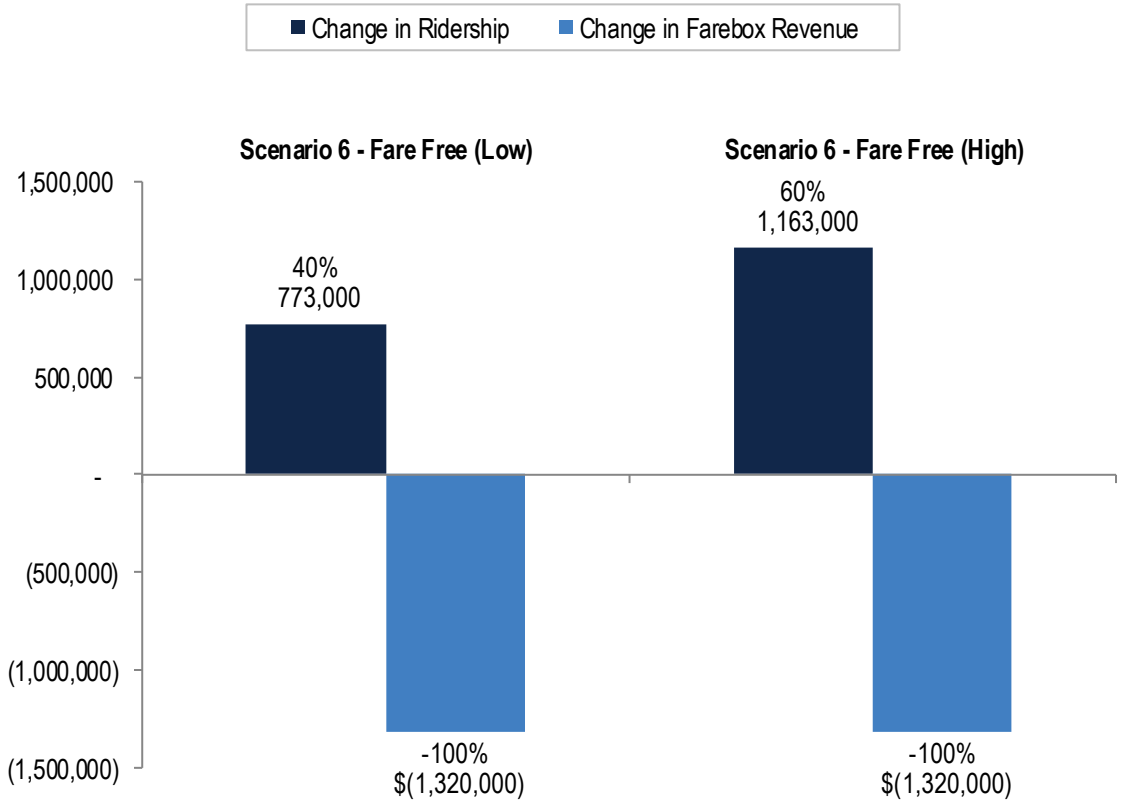


Scenario 6: Eliminate Fares for All Passengers

This scenario represents fare free service on MBL, systemwide. The changes to ridership and revenue for this scenario are explored in detail in Chapter 4 of this report and include both a low growth and high growth scenario.

Based on elasticity factors, Scenario 6 represents the maximum ridership potential by operating systemwide fare free service, including a range between 40% and 60% overall ridership growth between both paratransit and fixed-route service. As a result of no longer charging a fare, 100% of farebox revenue would be foregone. There are additional anticipated operating cost increases associated with fare free service, explored in Chapter 4, that would result in net annual operating costs increasing between $1,342,000 and $1,393,000 due to increased operating costs associated with higher demand for paratransit service and foregone farebox revenue.

Scenario 6 Ridership and Revenue Impacts



Preferred Fare Scenario

Following a presentation of the preliminary fare scenarios and associated impacts, a preferred fare scenario was developed in coordination with MBL staff to incorporate aspects of several preliminary fare scenarios. The preferred fare scenario is intended to create a simplified, easier to understand fare structure that better aligns with peer agencies and continues to emphasize equity within the community.

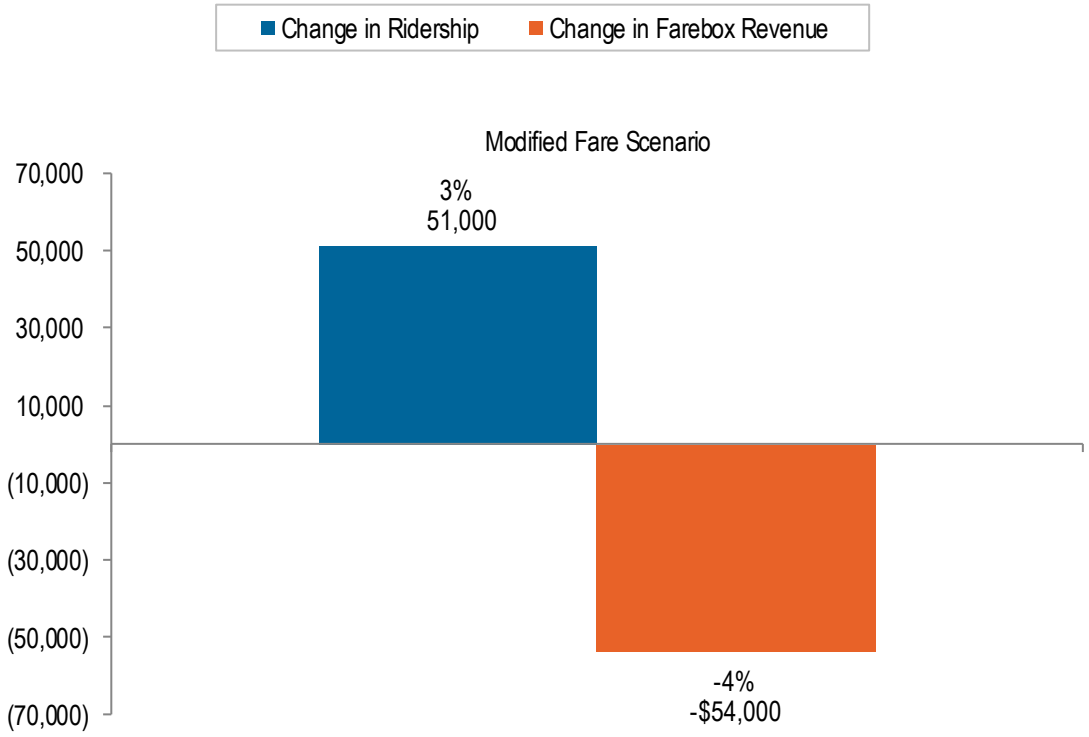
The preferred fare scenario would raise the base fare to $1.25 and include a $0.50 transfer to align with peer agencies. However, providing transfers would necessitate providing paper transfer slips, which would require additional costs for MBL to purchase and administer. In conjunction with the base fare reduction, the reduced fare would remain at $0.50 and the dial-a-taxi fare would also remain at $1.00. K-12 students would now ride fare free and would no longer have specialized pass products at a discounted rate. This would serve to increase ridership amongst this group and reduce the administrative burden for MBL to administer an additional pass program.

The preferred fare scenario would result in an 3% increase in ridership (51,000 trips) and would generate $54,000 less in annual farebox revenue, a 4% decrease.

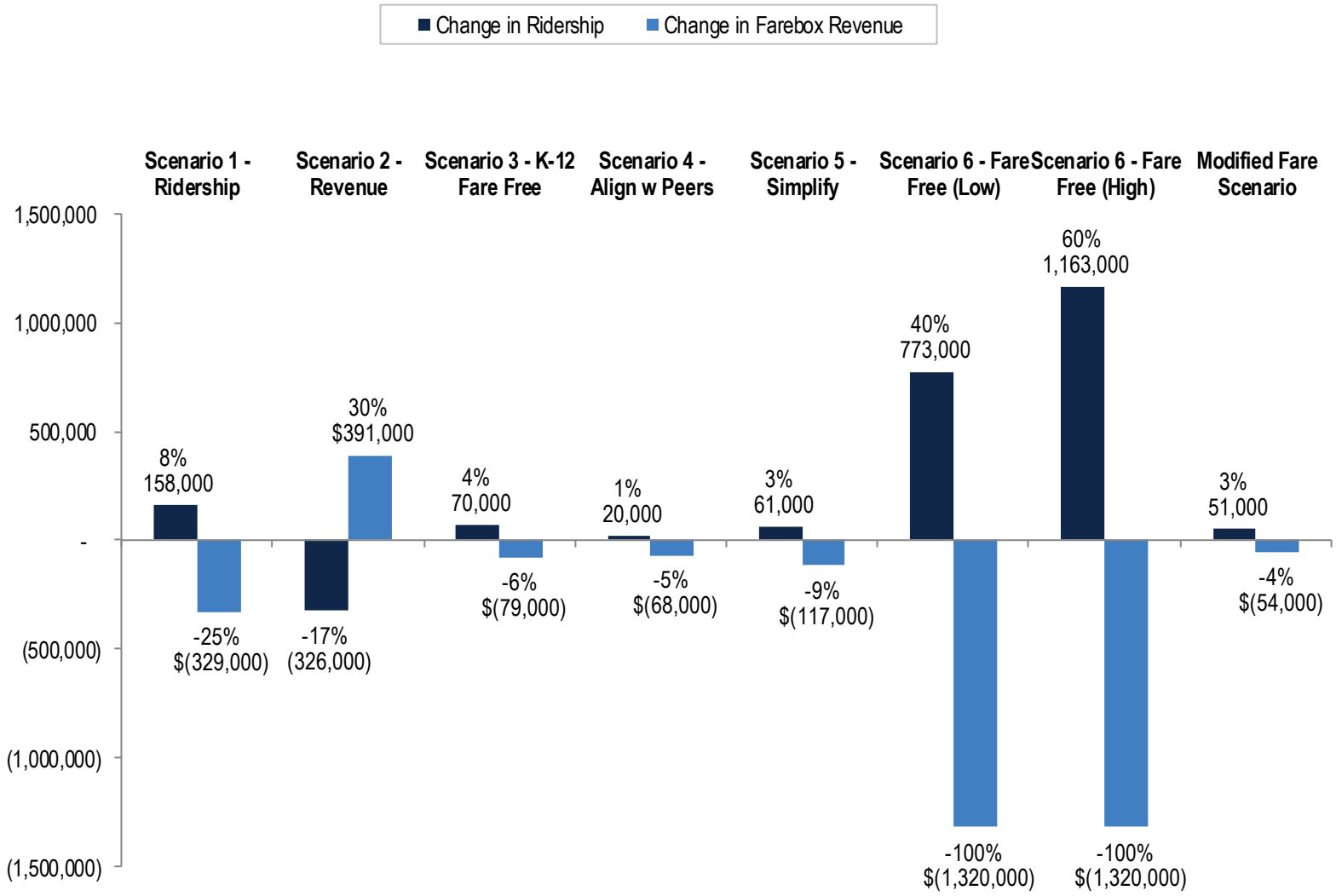
Preferred Fare Scenario Structure

Fare Type	Base Fare	Student Fare (K-12)	Reduced Fare (Seniors, Disabilities)
Single Trip	$1.25	Free	$0.50
Interagency Transfer	$0.25	$0.25	$0.10
Day Pass	$3.00	Free	$1.50
Dial-A-Taxi	$1.00	--	--
Other Discount Policies			
Children (under 4 years old)	Free		
Transfers	$0.50		

Preferred Scenario Ridership and Revenue Impacts



Fare Scenario Impact Summary



Appendix C:
Existing Conditions Report



Montebello Bus Lines

Existing Conditions Report

December 2021

NELSON NYGAARD

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1 INTRODUCTION

The City of Montebello is moving forward with public transit.

The City of Montebello has operated Montebello Bus Lines (MBL) since 1922. MBL is the third largest municipal bus system in Los Angeles County. MBL provides transit services in Montebello as well as the neighboring communities of Alhambra, Bell Gardens, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

MONTEBELLO MOVES

Study Overview

In July 2021, the City of Montebello initiated Montebello Moves, a comprehensive study that will identify ways to create a more convenient, reliable, equitable, and sustainable MBL transit system.

The initial phase of the study is a comprehensive review of the existing MBL system and connecting transit services. This phase also examines evolving market conditions in the area with an emphasis on demographics, socio-economic characteristics, and employment hubs.

Robust and meaningful community engagement is a vital component of the Montebello Moves study. Outreach efforts include an on-board rider survey, online community survey, project website, social media, virtual public meetings, and stakeholder discussions. These activities will help the City of Montebello identify transit needs and understand community priorities.

The final phase of Montebello Moves is the development of a strategic plan to guide service improvements and expansion over the next several years.

Existing Conditions Report

As the first deliverable of the Montebello Moves study, this report synthesizes service evaluation, market analysis, and initial community feedback. The report also highlights challenges and opportunities related to the design and delivery of transit service.

The report will serve as the foundation for the development of initial service alternatives, which will be presented to the community in early 2022.

KEY FINDINGS

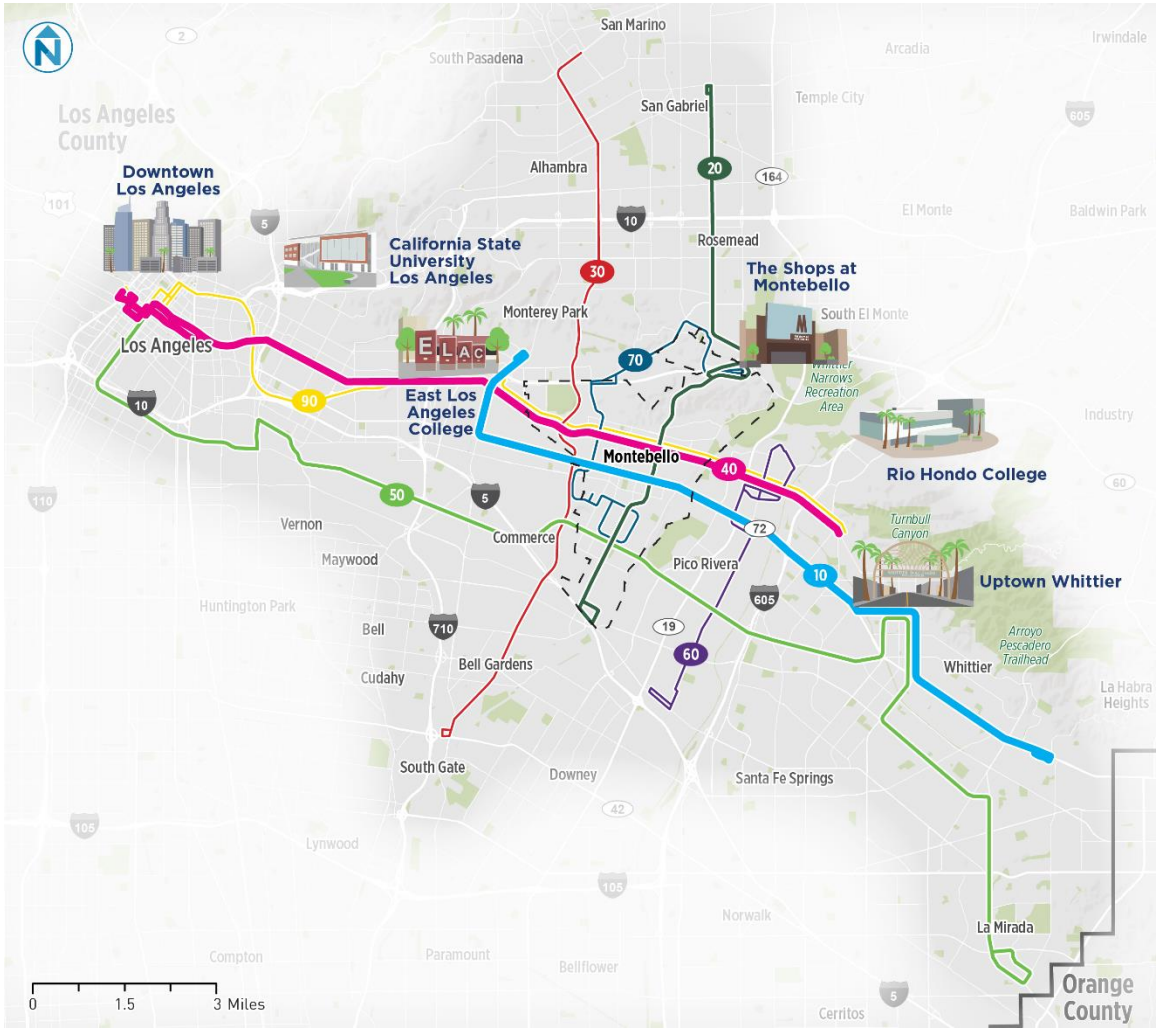
Extensive Route Network

Montebello Bus Lines consists of seven local routes and one express route that serve many important regional destinations such as Downtown Los Angeles, East Los Angeles College, The Shops at Montebello, and Uptown Whittier.

Unlike many small municipal transit providers in the region, Montebello Bus Lines primarily operates on major arterial streets, which enables fast and direct service.

However, the extensive coverage provided by Montebello Bus Lines also results in limited service for the City of Montebello. Less than one-quarter of MBL bus stops are situated within city limits and less than one-third of passenger boardings take place within city limits. Line 50 is excessively long, negatively impacting schedule reliability.

Figure 1-1 Montebello Bus Lines Network and Key Destinations



Evolving Ridership Patterns

Montebello Bus Lines, along with all transit providers across the country, experienced severe ridership declines between March and July 2020 due to the COVID-19 pandemic. MBL implemented significant service suspensions and reductions during this timeframe.

Since July 2020, ridership has increased steadily on most MBL routes. Weekend ridership has returned at a greater rate than weekday service, indicating the need for additional weekend service to connect riders with employment and shopping.

Strong Core Routes

Line 10 Whittier Boulevard and Line 40 Beverly Boulevard account for approximately 70% of MBL's total system ridership. Both lines offer riders frequent service, early morning availability, and daily operation.

Insufficient Service

In contrast to Lines 10 and 40, most other MBL lines are infrequent with limited hours of service. Several MBL lines do not operate on weekends thereby forcing riders to travel longer distances to reach active MBL bus stops or find alternative transportation. Service investments such as longer hours and expanded weekend service increase access to jobs and services, particularly for riders with the greatest transit needs.

Inadequate Route Endpoints

While some MBL routes end at major destinations, several routes terminate at locations that lack a significant ridership generator and/or ideal layover space. Ridership data and the regional transit network, including the planned Gold Line extension, are key factors for evaluating the benefits and impacts of extending or truncating existing lines.

Potential Destinations

Montebello Bus Lines operates within two miles of two major higher education institutions: California State University Los Angeles and Rio Hondo College. Extending service to these campuses and/or improving schedule coordination with transit providers currently serving these campuses will be explored.

Regional Coordination

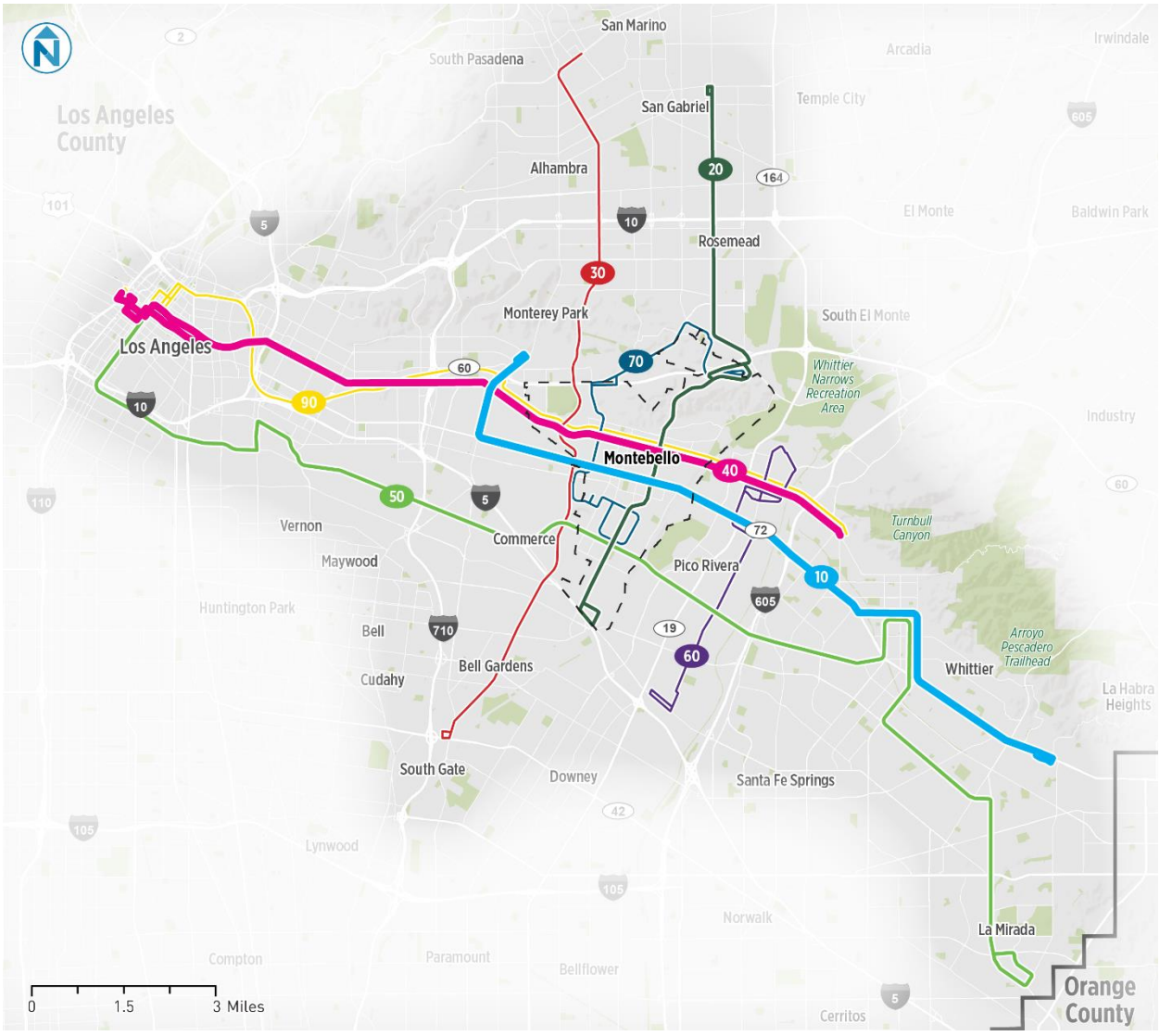
As one of many transit providers in the Los Angeles region, Montebello Bus Lines plays an important role in connecting people with places. Opportunities to improve connectivity with other transit providers and/or partner with neighboring cities will be evaluated with regards to local and regional benefits.

2 MBL SYSTEM EVALUATION

SYSTEM OVERVIEW

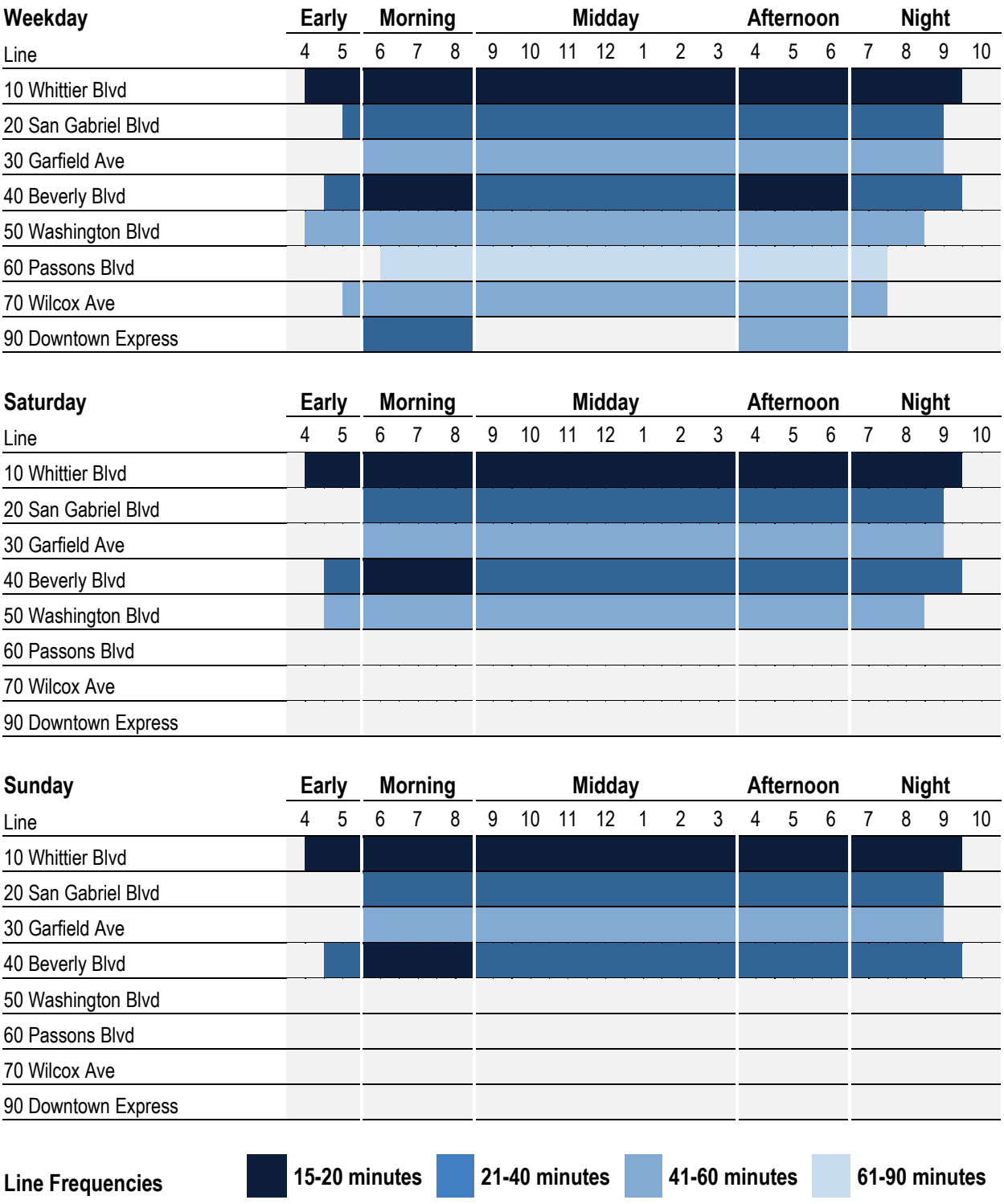
Montebello Bus Lines consists of eight lines with varying frequencies and days of service (Figure 2-2). Lines 10, 20 and 40 provide frequent, daily service. Lines 30, 50, 60 and 70 are less frequent with limited weekend service. Line 90 is weekday peak hour express service.

Figure 2-1 Montebello Bus Lines Network



Service Span and Frequency

Figure 2-2 Service Span and Frequency by Line



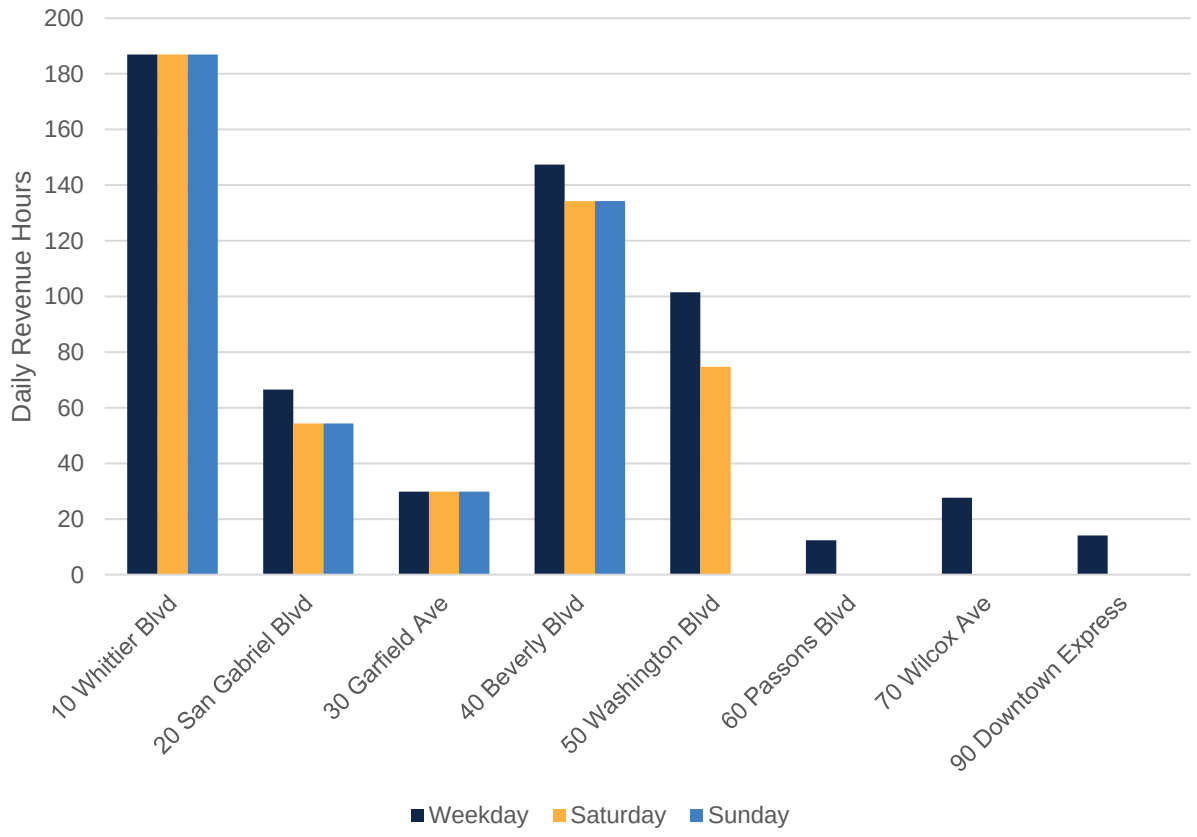
SYSTEM RESOURCES

Revenue Hours

While span, frequency and coverage are the primary measures of service availability for riders, transit providers quantify system resources in terms of revenue hours and peak vehicles.

Revenue hours are defined as the time in which a bus is in service. As a system, Montebello Bus Lines provides more than 600 revenue hours on weekdays. Revenue hours drop by approximately 19% from weekdays to Saturday. Sunday service has approximately 33% less revenue hours than weekdays.

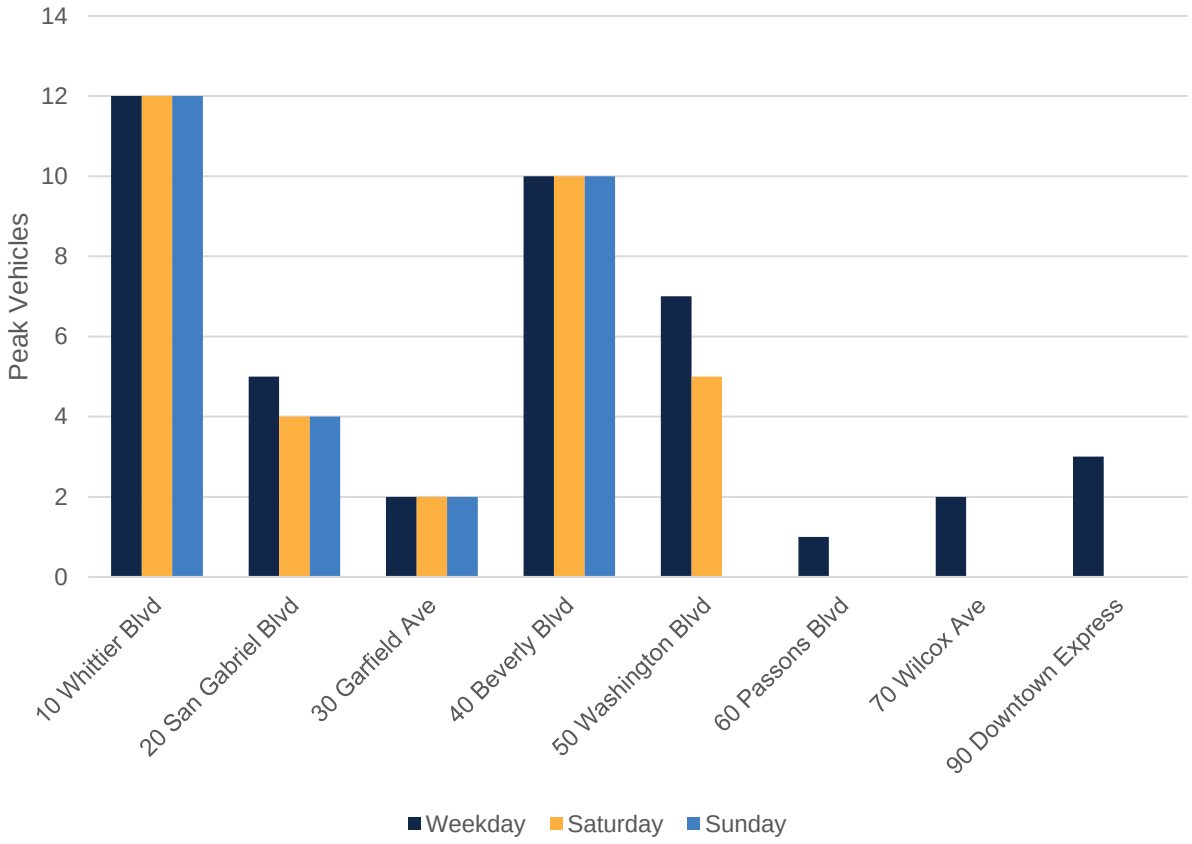
Figure 2-3 Revenue Hours by Route, September 2021



Peak Vehicles

Peak vehicles represent the maximum number of buses in operation for each service level (weekdays, Saturday, and Sunday). Peak vehicle counts range from 42 on weekdays to 33 on Saturdays and 28 on Sundays.

Figure 2-4 Peak Vehicles by Route, September 2021



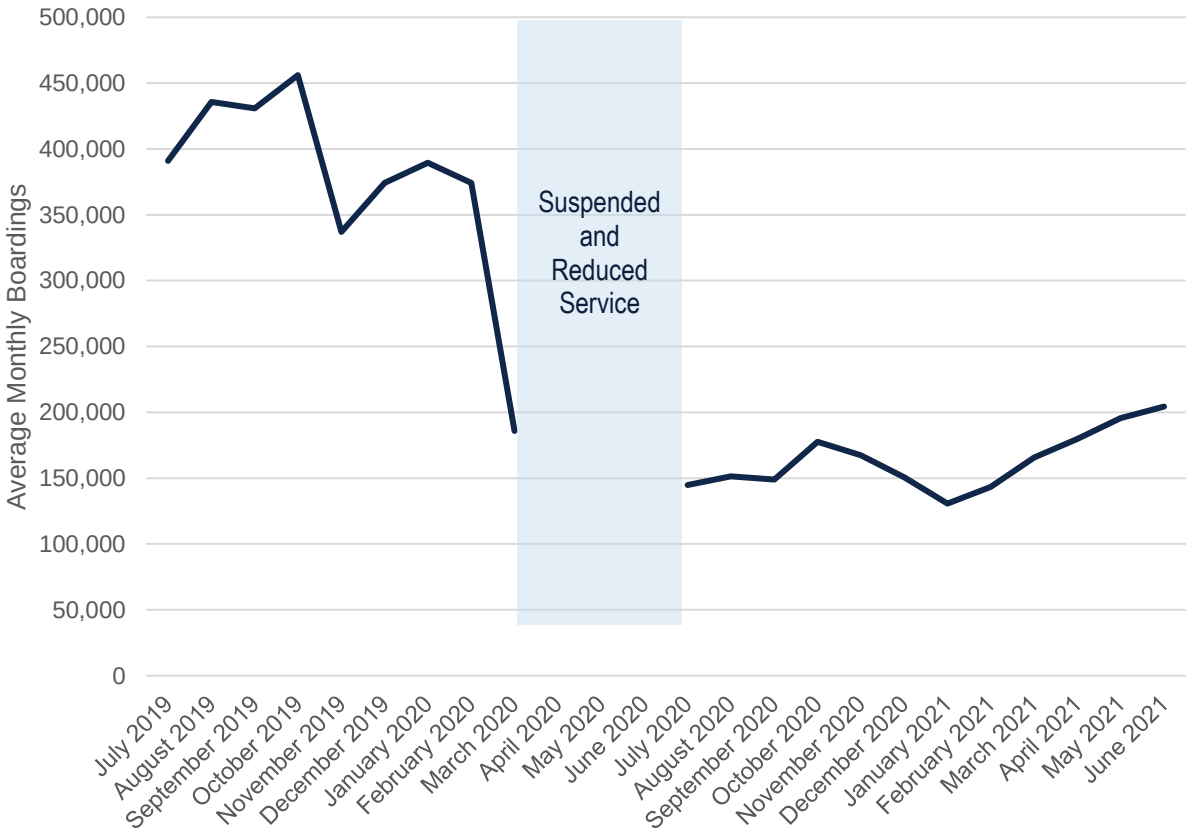
RIDERSHIP

Historical System Ridership

Montebello Bus Lines experienced a significant decline in system ridership in March 2020 when service was suspended and reintroduced at a reduced level due to the COVID-19 pandemic. Accurate ridership data was not collected between April and June 2020 as riders were required to rear from the back door and fares were not enforced.

Ridership has been slowly recovering since July 2020. Weekday ridership is approximately 40% less than pre-pandemic level and weekend ridership is approximately 50% lower than pre-pandemic levels.

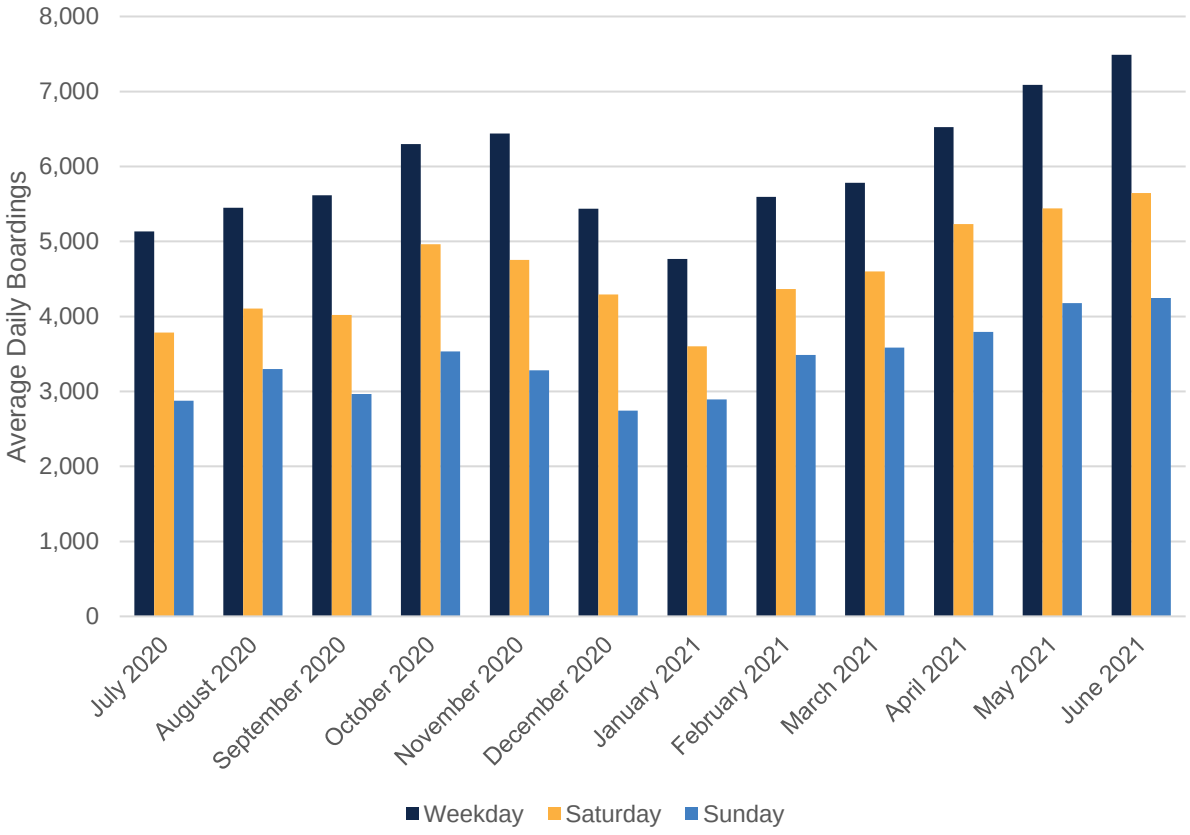
Figure 2-5 Historical System Ridership



System Ridership by Service Level

As of June 2021, Montebello Bus Lines averages 7,500 daily boardings on weekdays, 5,650 boardings on Saturdays, and 4,250 boardings on Sundays.

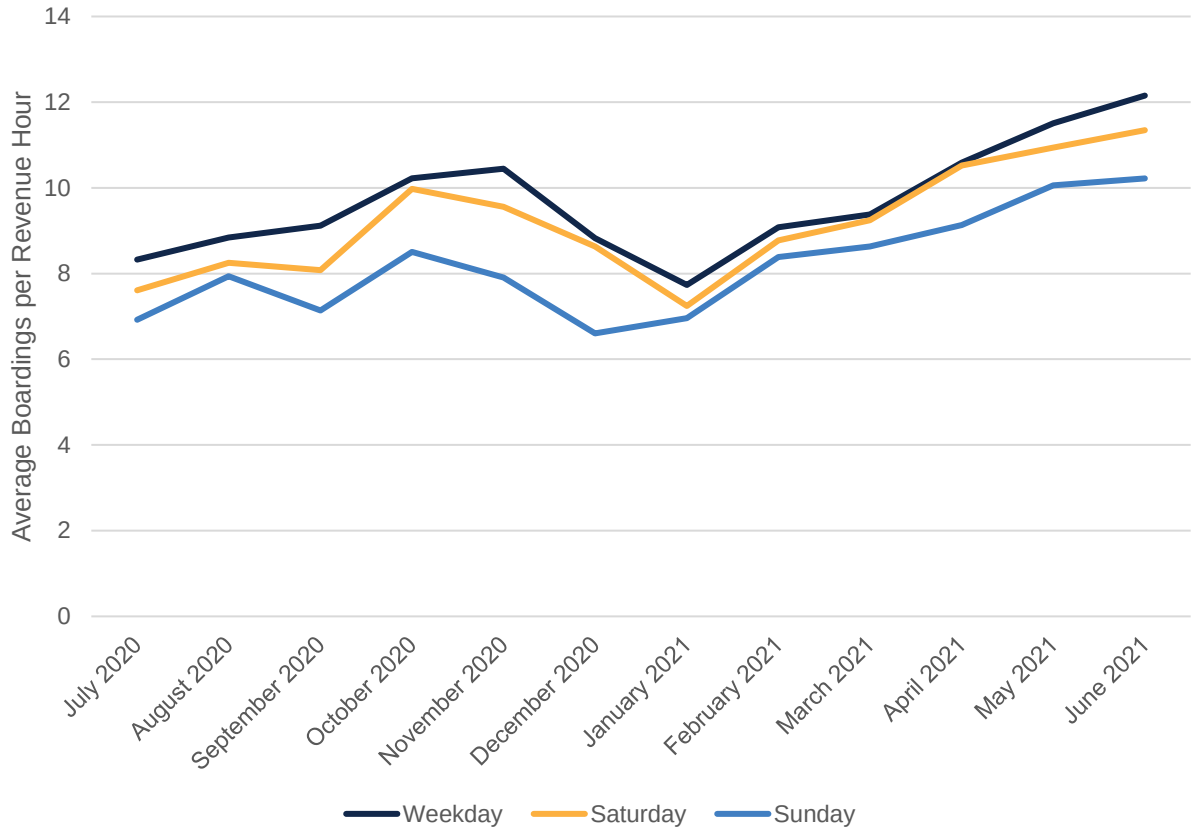
Figure 2-6 Ridership by Service Level



System Productivity by Service Level

Although MBL operates fewer revenue hours on weekends, boardings per revenue is nearly identical across service levels, indicating

Figure 2-7 Ridership Productivity by Service Level



Ridership Distribution

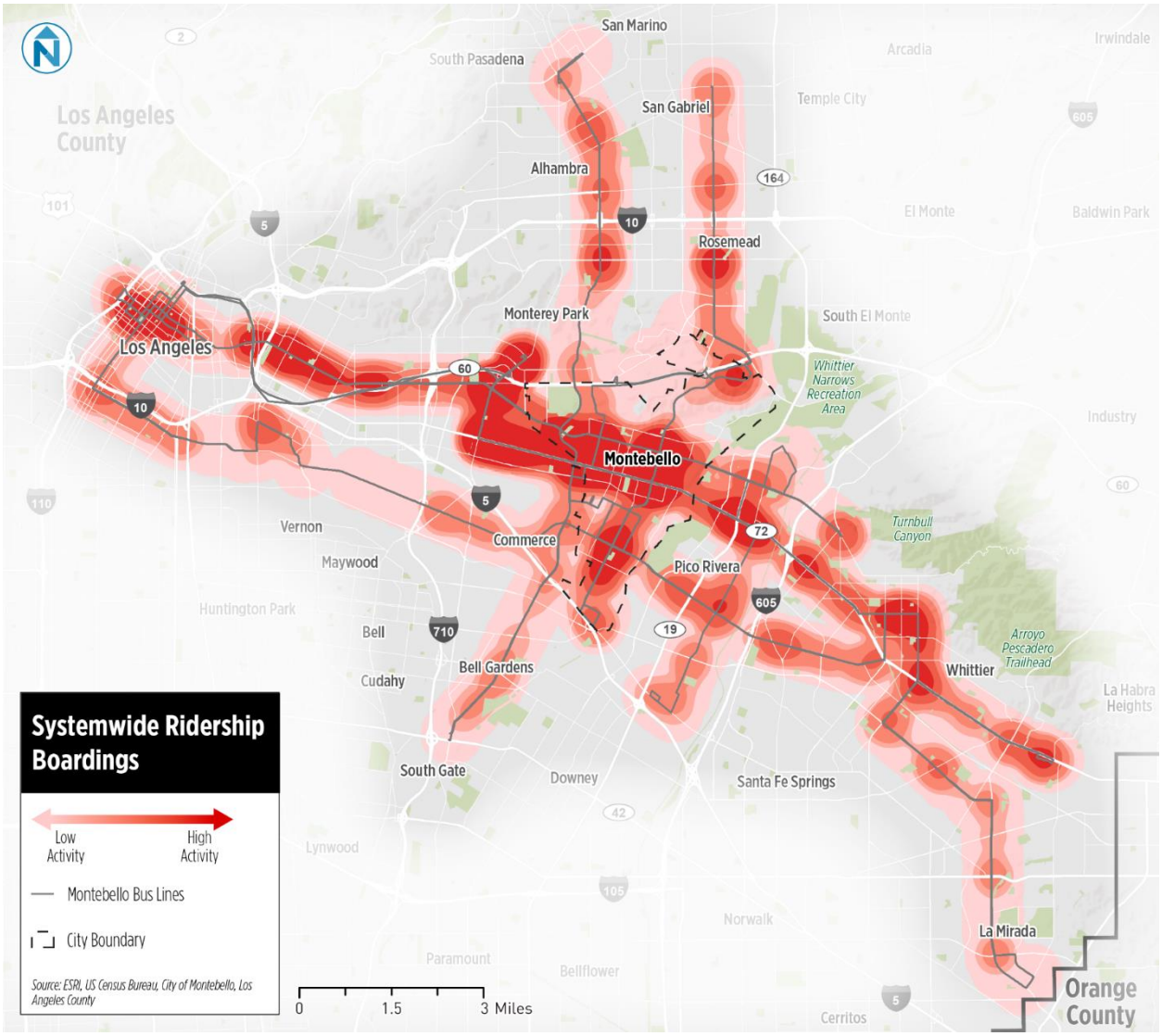
Montebello Bus Lines ridership is highly concentrated along two corridors:

- Whittier Boulevard between Atlantic Boulevard and Whittwood Town Center
- Beverly Boulevard between downtown Los Angeles and the San Gabriel River

Other corridor segments with high to moderate ridership include:

- Greenwood Avenue between Beverly Boulevard and Telegraph Road
- Washington Boulevard between Greenwood Avenue and Whittier Boulevard
- Garfield Avenue between Graves Avenue and Downtown Alhambra
- San Gabriel Boulevard between Valley Boulevard and the Shops at Montebello
- Olympic Boulevard between Hill Street and Alameda Street

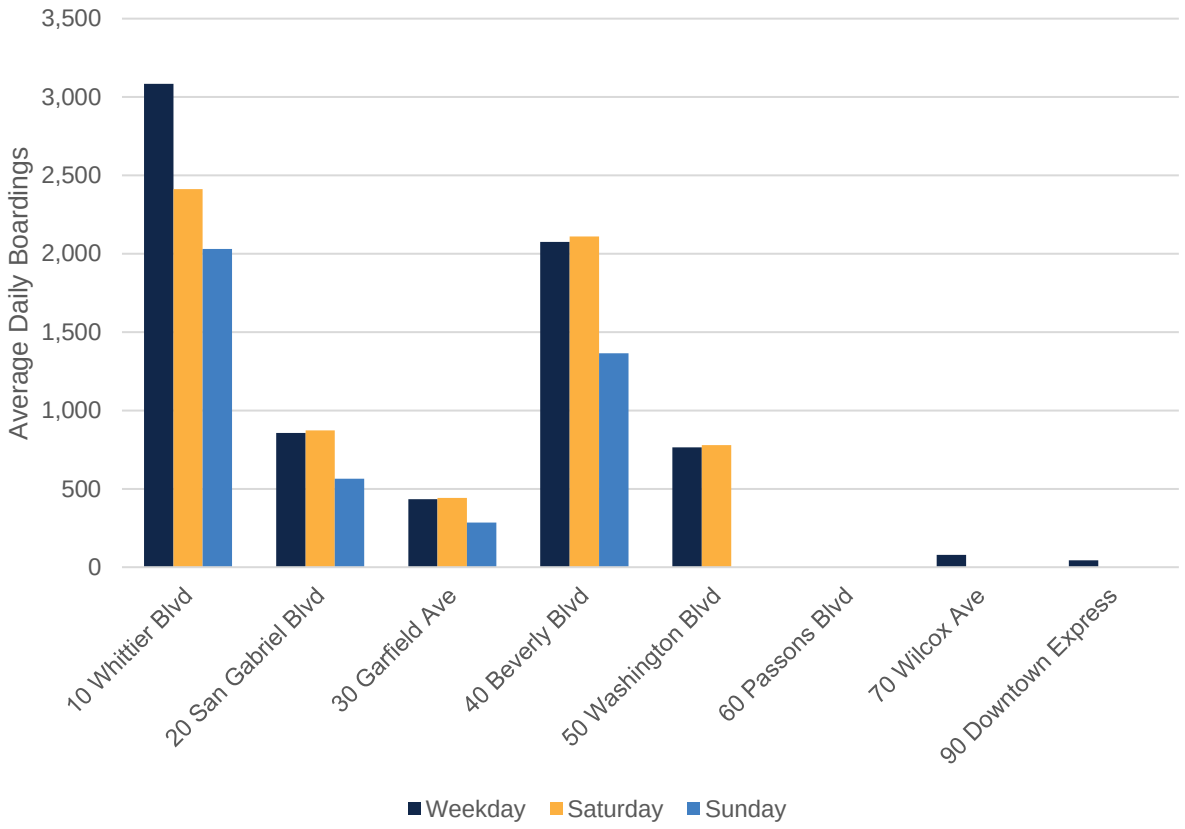
Figure 2-8 Weekday System Ridership



Line Ridership

Line 10 has the highest ridership over 3,000 weekday boardings. Combined, Lines 10 and 40 constitute 70% of the total system ridership. Lines 20, 30 and 50 have moderate ridership. Lines 70 and 90 have very low ridership. Line 60 was reinstated in September 2021.

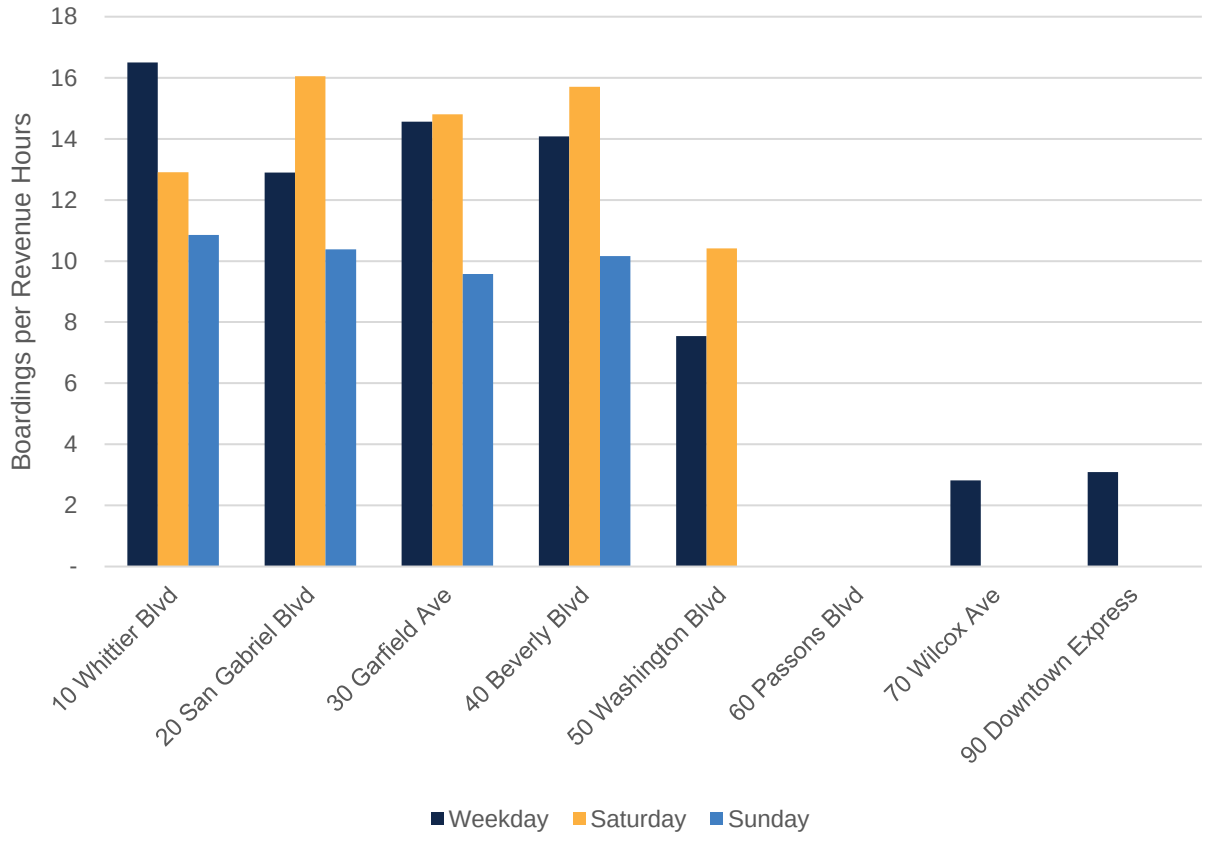
Figure 2-9 Ridership by Line, June 2021



Line Productivity

Although Lines 10 and 40 generate much higher ridership than other MBL lines, ridership productivity, measured by boardings per revenue, is relatively similar for Lines 20, 30 and 50. Lines 70 and 90 are well below industry standards for fixed-route service.

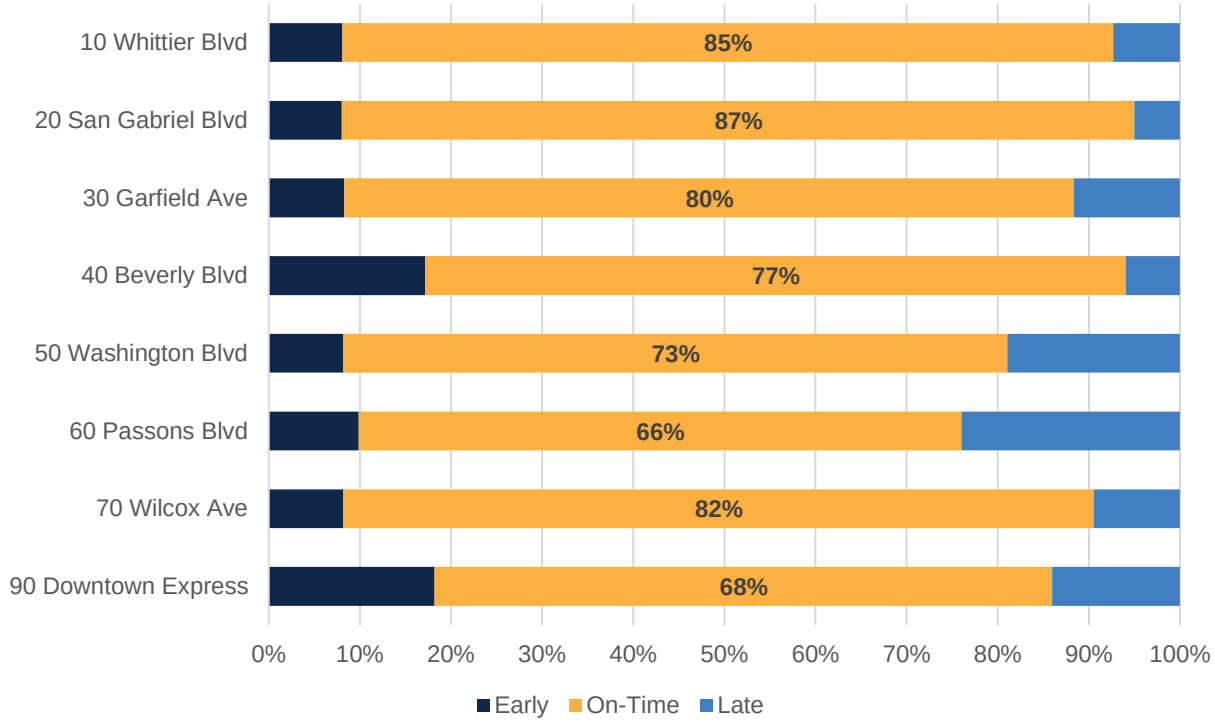
Figure 2-10 Productivity by Line, June 2021



ON-TIME PERFORMANCE

On-time performance is measured at scheduled timepoints. Trip segments are considered on-time if the bus departs within one minute before and 5 minutes after the scheduled time. On-time performance for Montebello Bus Lines is higher than most transit systems in the region. Lines with on-time performance below the system average of 77% include Lines 50, 60, and 90.

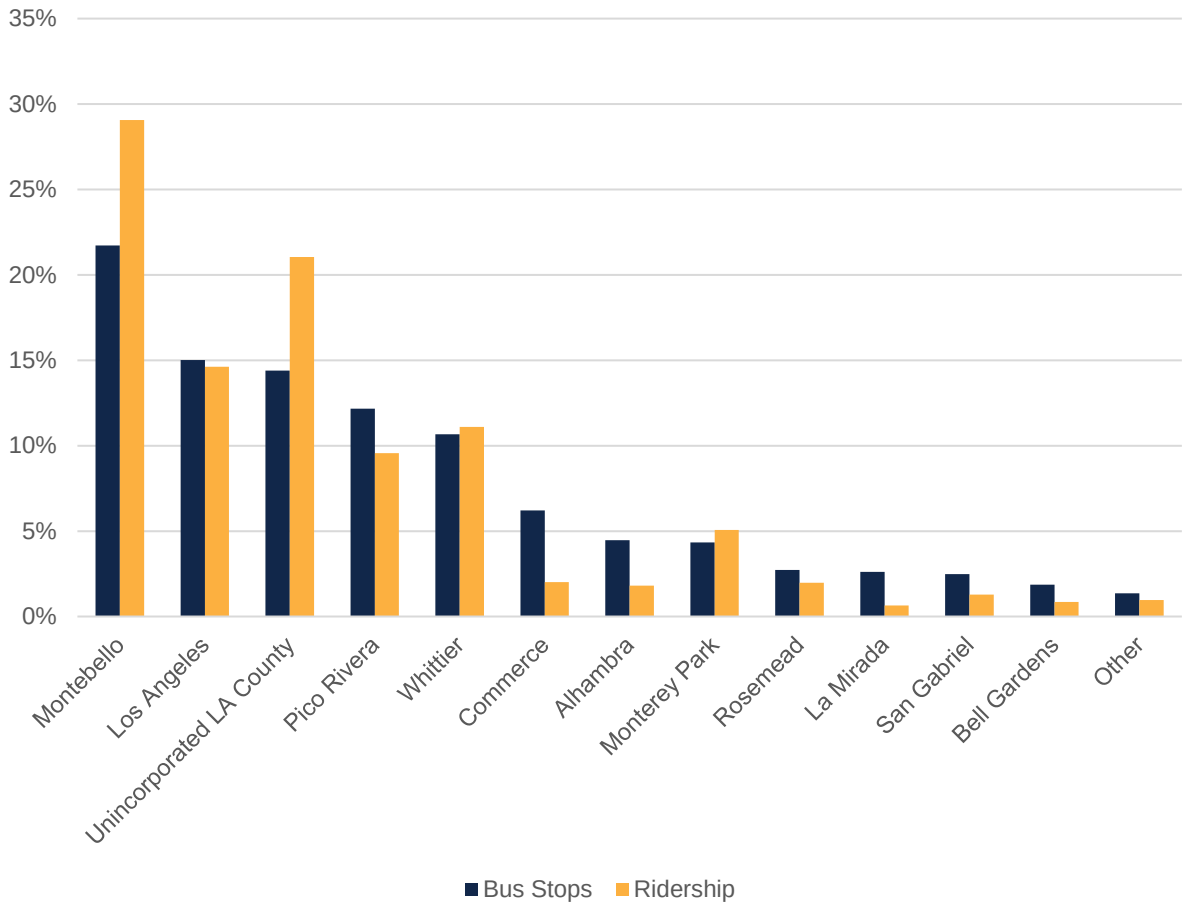
Figure 2-11 On-Time Performance by Line, October 2020



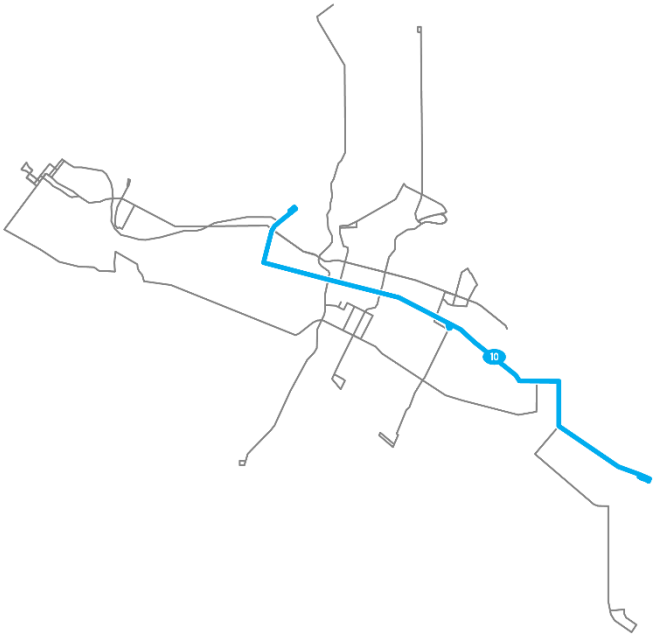
BUS STOPS

The Montebello Bus Lines systems consists of more than 800 bus stops. Only 22% of bus stops are situated within Montebello city limits. Bus stops within the Montebello, Los Angeles, and unincorporated Los Angeles County account for half of bus stop total and generate 65% of system ridership. Other jurisdictions with at least 10% of the system bus stop total include Pico Rivera and Whittier. The City of Montebello does not maintain bus stops outside of Montebello city limits.

Figure 2-12 Bus Stops and Ridership by Jurisdiction



LINE 10
WHITTIER BLVD



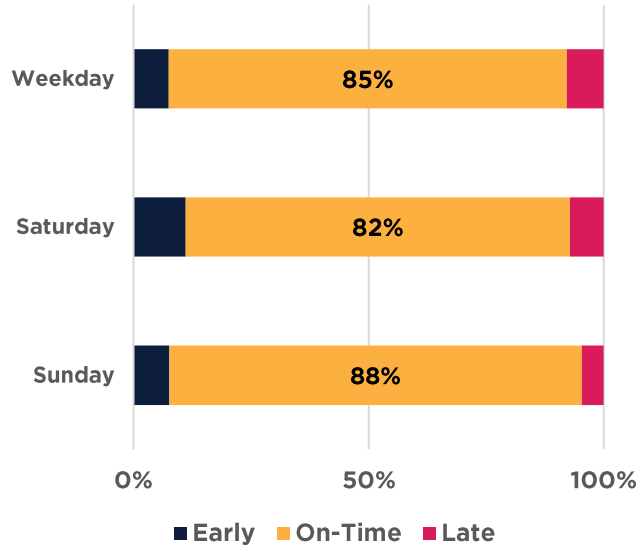
Description of route: Line 10 – Whittier Blvd provides east-west service between East Los Angeles College, Montebello, Uptown Whittier, and Whittwood Town Center. The route operates along Atlantic Blvd, Whittier Blvd, Philadelphia St, and Painter Ave.

Major destinations along the line include East Los Angeles College, Commerce Center, Downtown Montebello, Uptown Whittier, Whittier College, and Whittwood Town Center.

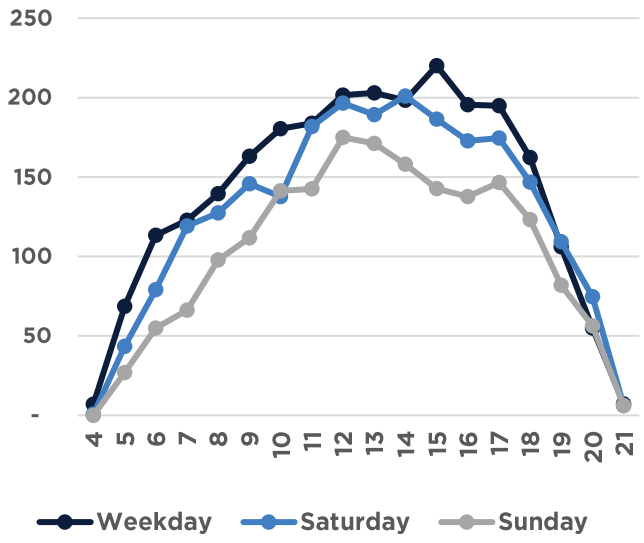
Line Overview

	WEEKDAY	SATURDAY	SUNDAY
Headway (minutes)	15	15	15
Cycle time (minutes)	160	160	160
Service span	4:30 AM – 9:45 PM	4:30 AM – 9:45 PM	4:30 AM – 9:45 PM

On-Time Performance



Ridership by Time of Day



Source: City of Montebello APC Data (Oct 2020)

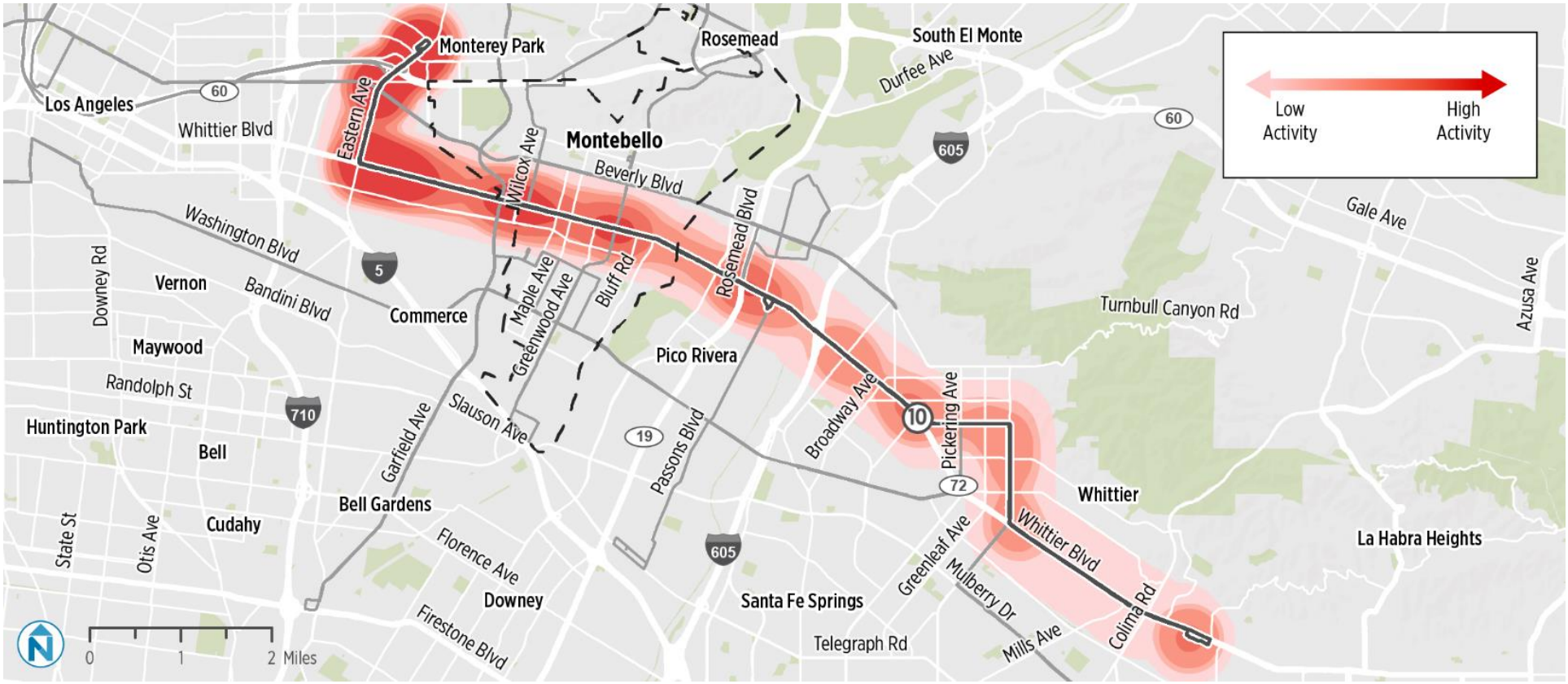
Strengths

- Line 10 is the highest ridership line in the MBL system and has high on-time performance.
- Ridership is high along the length of the line, with the highest ridership areas including ELAC, Commerce Center, downtown Montebello, Rosemead Blvd, Uptown Whittier, and Whittwood Town Center.

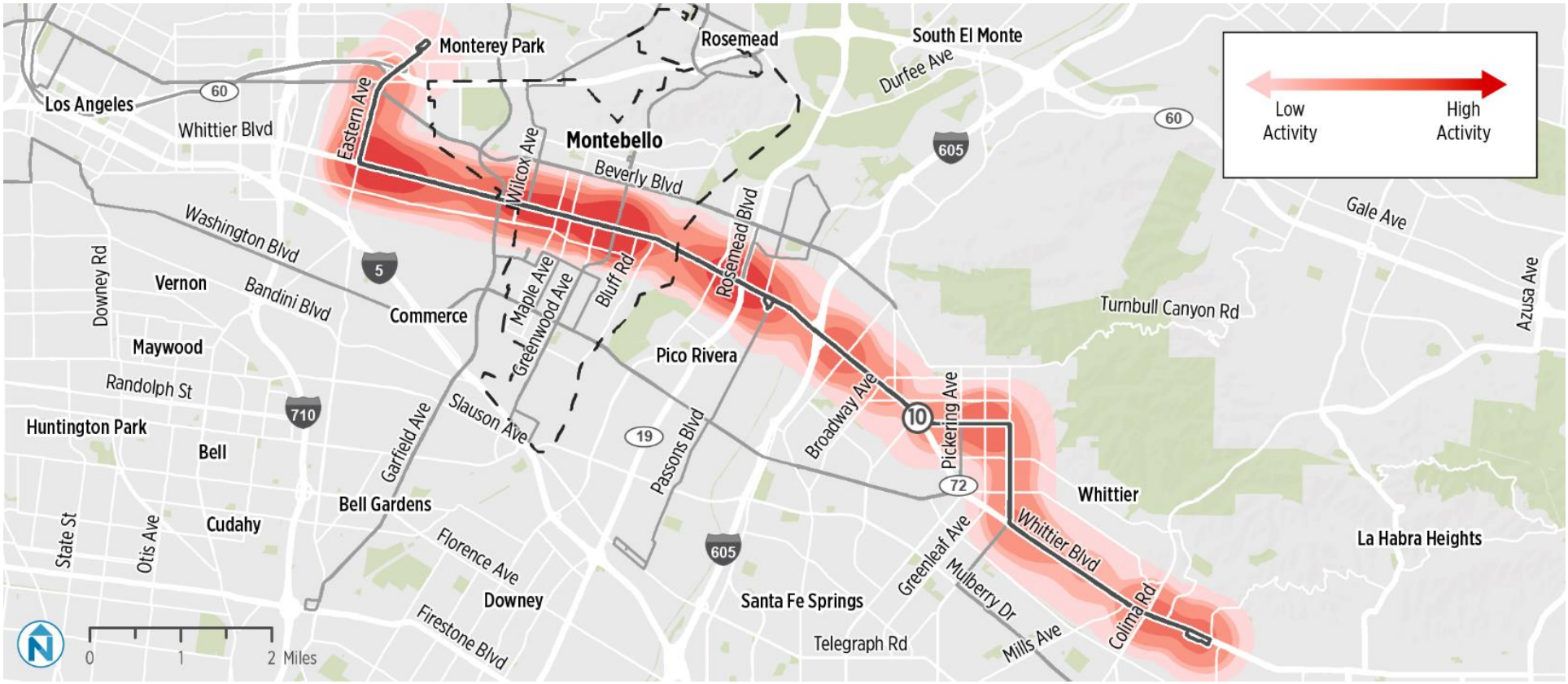
Opportunities

- Line 10 is the strongest line in the MBL system and there are few opportunities for improvement. The route already operates with high service frequency, carries the most passengers, and has strong on-time performance.

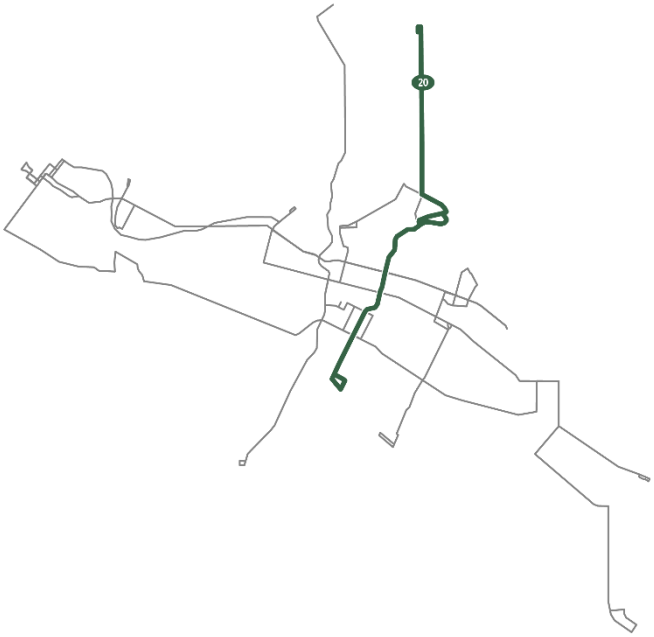
Line 10 Eastbound Ridership



Line 10 Westbound Ridership



LINE 20
SAN GABRIEL BLVD



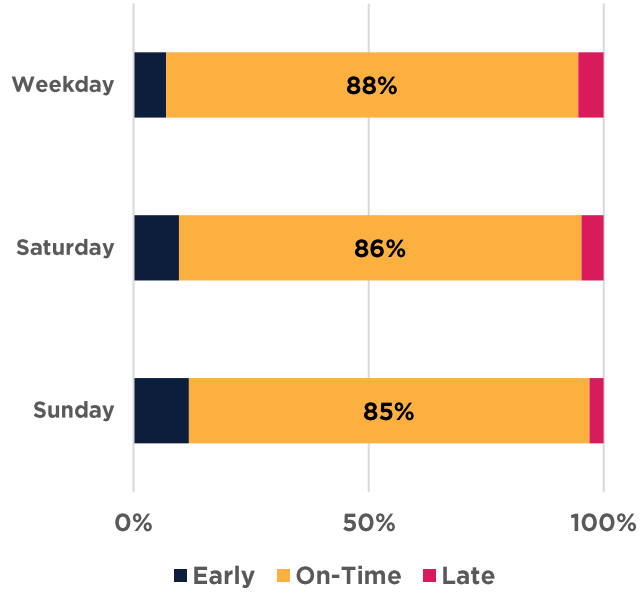
Description of route: Line 20 – San Gabriel Blvd provides north-south service between San Gabriel, Rosemead, Montebello, and Rancho San Antonio. The route operates along San Gabriel Blvd, The Shops at Montebello, Montebello Blvd, Greenwood Ave, and operates a terminal loop to the south along Telegraph Rd, Gage Rd, and Union St.

Major destinations served by the line include the Rancho San Antonio neighborhood, the Shops at Montebello, and the residential and commercial areas near San Gabriel Blvd & Garvey Ave.

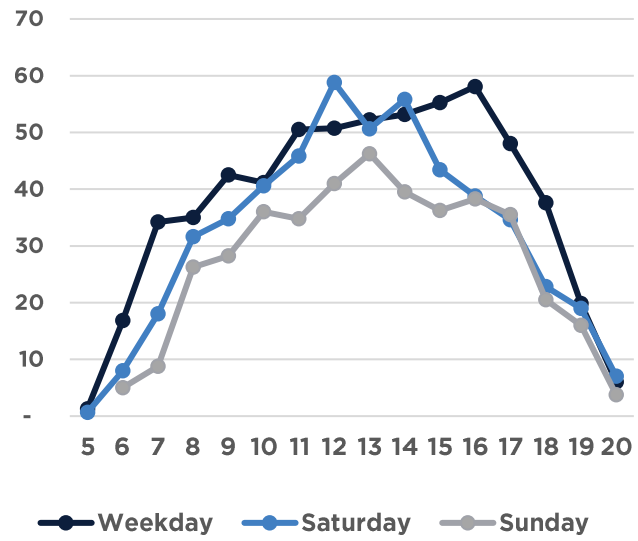
Line Overview

	WEEKDAY	SATURDAY	SUNDAY
Headway (minutes)	30	30	30
Cycle time (minutes)	120	120	120
Service span	5:30 AM – 9:30 PM	6:00 AM – 9:00 PM	6:00 AM – 9:00 PM

On-Time Performance



Ridership by Time of Day



Source: City of Montebello APC Data (Oct 2020)

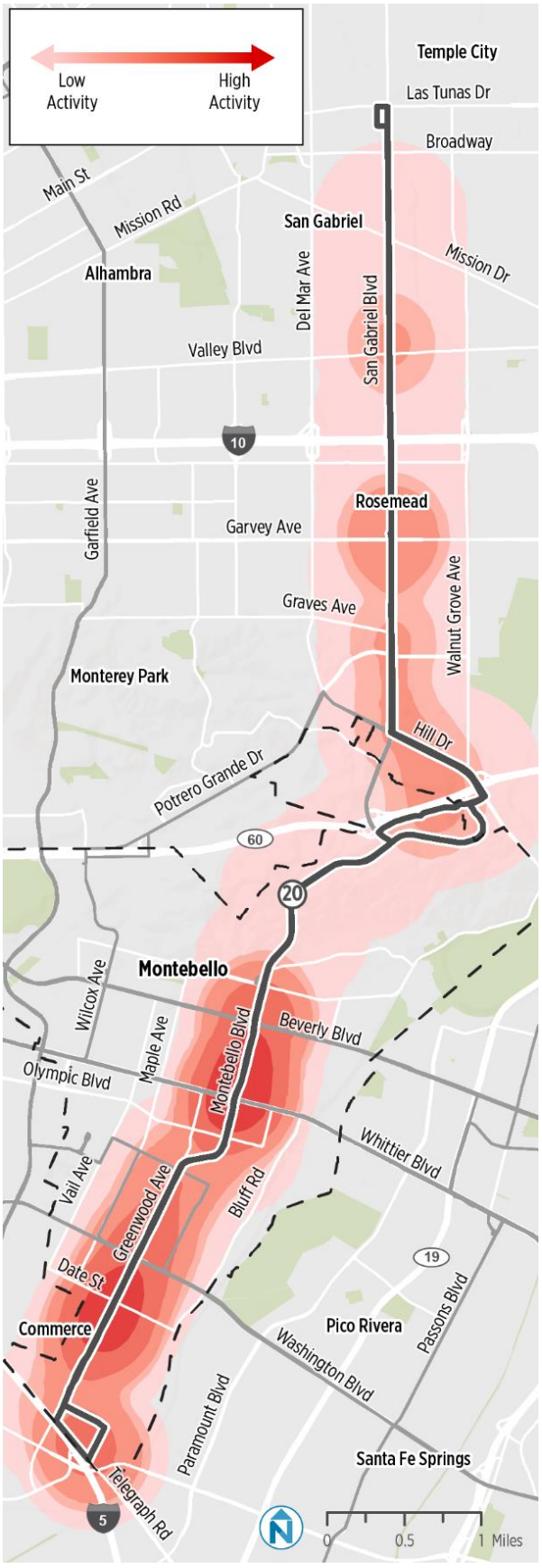
Strengths

- Line 20 is an average ridership route with high on-time performance.
- Ridership is highest in downtown Montebello, Rancho San Antonio, near the Shops at Montebello, and in Rosemead.

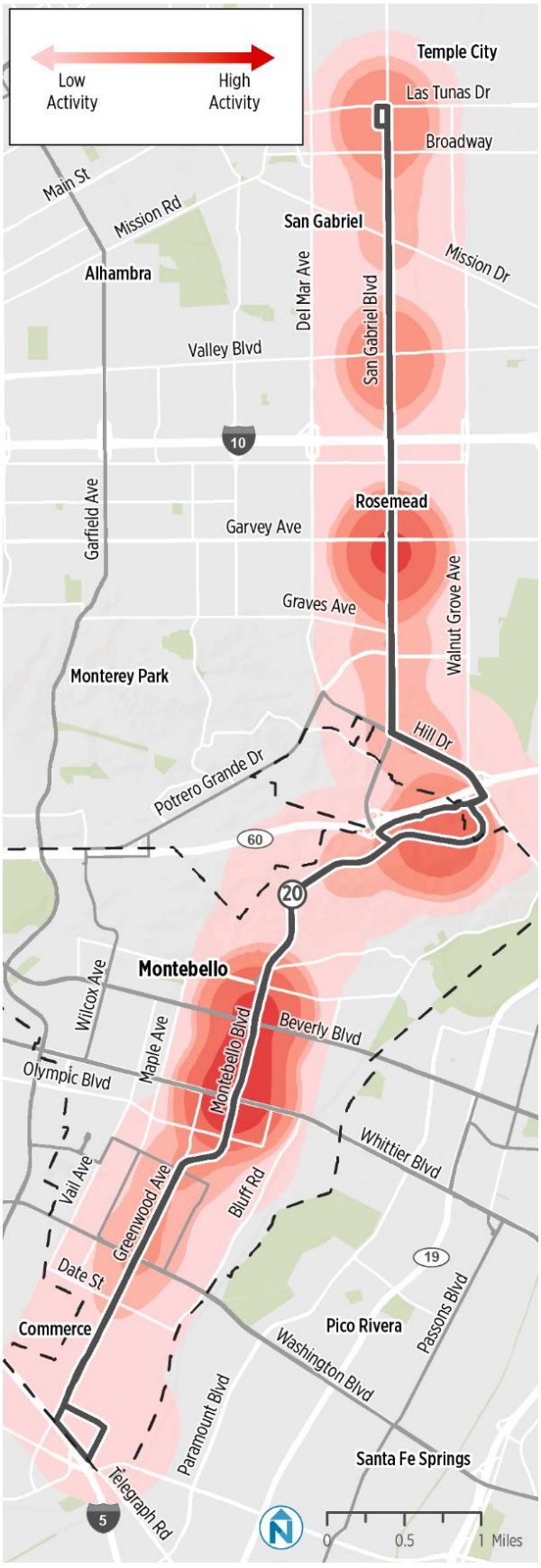
Opportunities

- Ridership is generally low at the northern and southern termini of the line. There is an opportunity to extend or realign Line 20 to serve a stronger anchor destination at the northern and southern termini of the route.

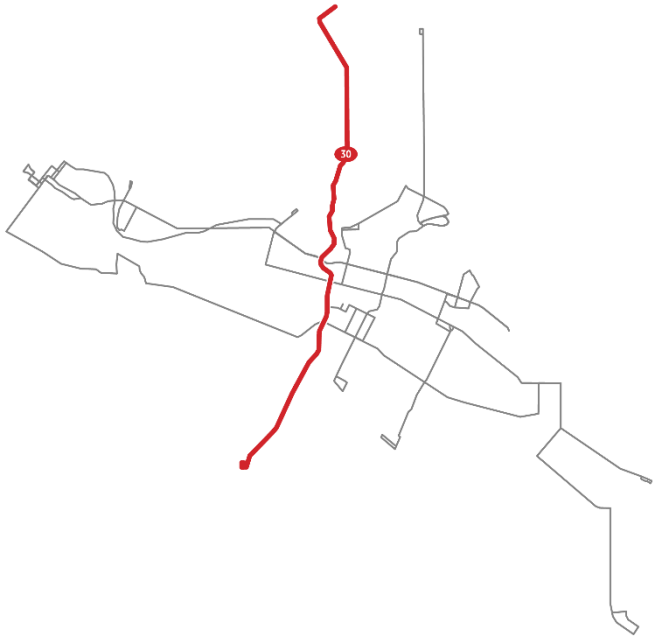
Line 20 Northbound Ridership



Line 20 Southbound Ridership



LINE 30
GARFIELD AVE



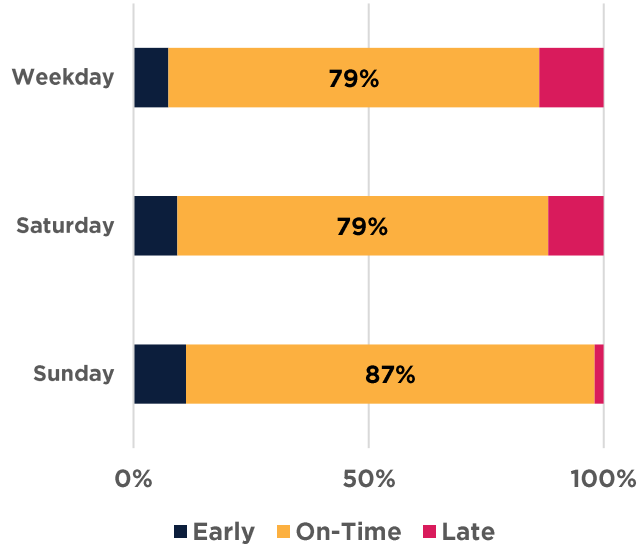
Description of route: Line 30 – Garfield Ave provides north-south service between Alhambra, Monterey Park, Rosemead, Montebello, Commerce, Bell Gardens, and South Gate. The line operates along Huntington Dr and Garfield Ave.

Major destinations served by the line include several retail areas near major intersections, most notably, Garfield Ave & Main St in Alhambra, Garfield Ave & Garvey Ave in Rosemead, Garfield Ave & Florence Ave in Bell Gardens.

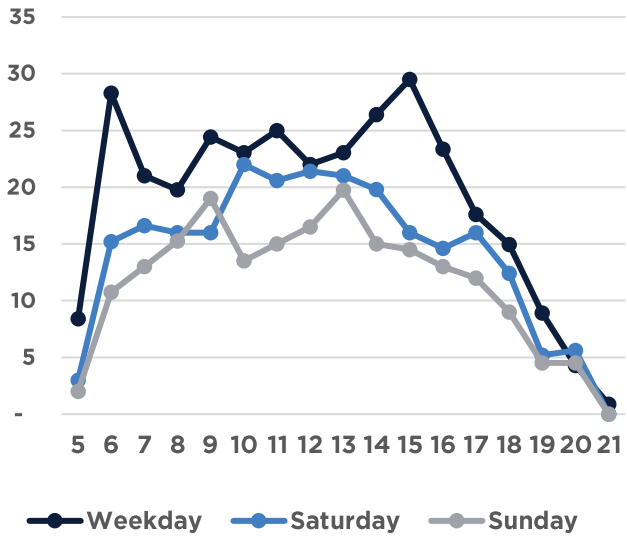
Line Overview

	WEEKDAY	SATURDAY	SUNDAY
Headway (minutes)	60	60	60
Cycle time (minutes)	120	120	120
Service span	5:50 AM – 9:15 PM	5:50 AM – 9:15 PM	5:50 AM – 9:15 PM

On-Time Performance



Ridership by Time of Day



Source: City of Montebello APC Data (Oct 2020)

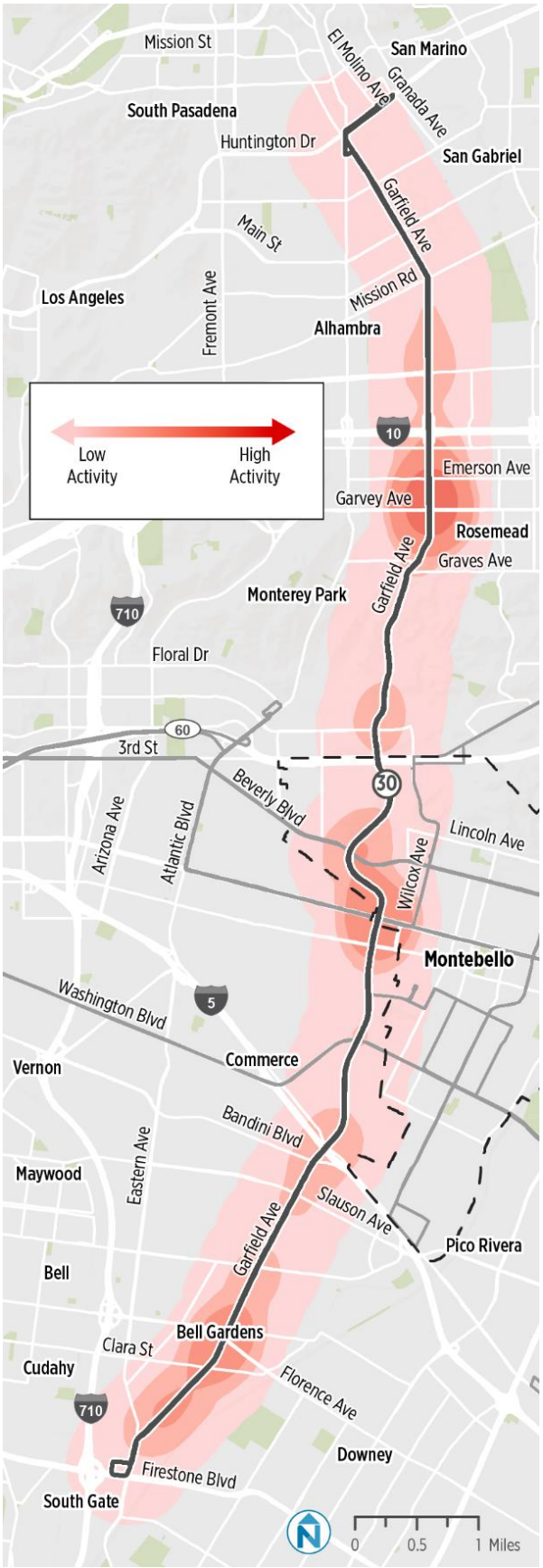
Strengths

- Line 30 is a low ridership line with average on-time performance.
- Ridership is highest near downtown Montebello, Rosemead, and Bell Gardens.

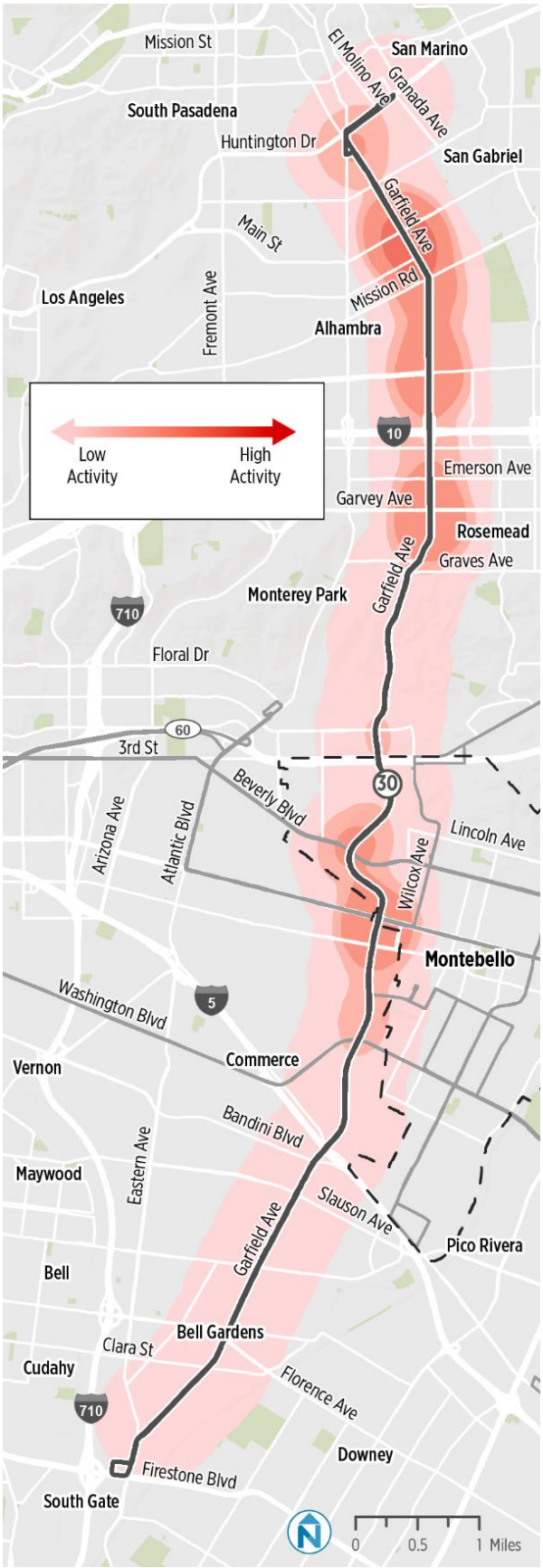
Opportunities

- Ridership is generally low at the northern and terminus of the line. There is an opportunity to extend or realign Line 30 to serve a stronger anchor destination at the northern terminus of the route.

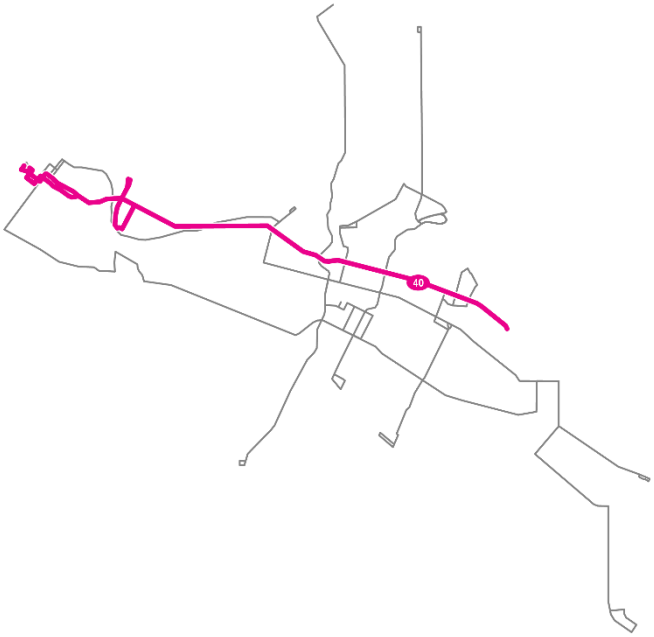
Line 30 Northbound Ridership



Line 30 Southbound Ridership



LINE 40
BEVERLY BLVD



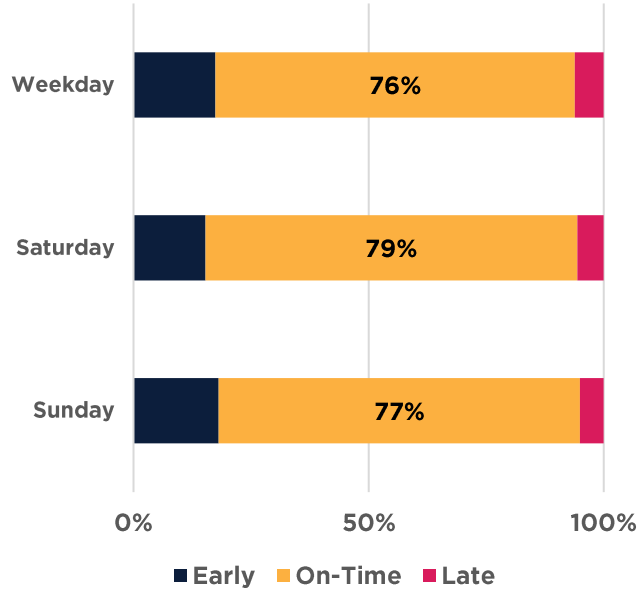
Description of route: Line 40 – Beverly Blvd provides east-west service between downtown Los Angeles, Boyle Heights, East Los Angeles, Montebello, and Whittier.

Major destinations include retail and employment hubs in downtown Los Angeles, Boyle Heights, Montebello. The line also serves three Metro L (Gold) line stations, including Maravilla, East LA Civic Center, and Atlantic stations.

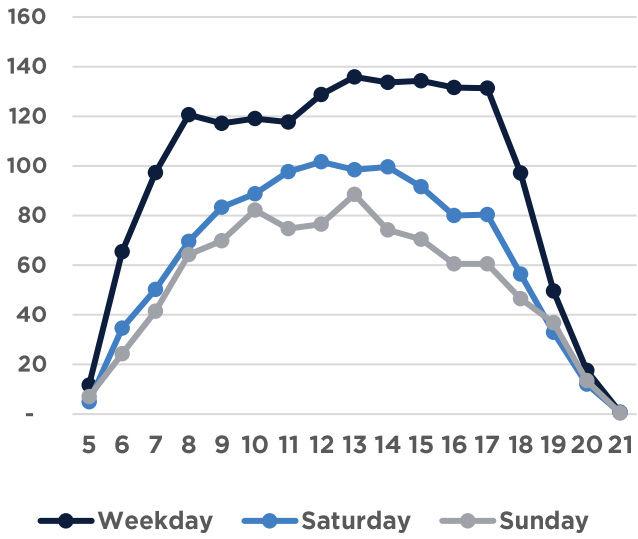
Line Overview

	WEEKDAY	SATURDAY	SUNDAY
Headway (minutes)	15	20	20
Cycle time (minutes)	150	150	150
Service span	5:00 AM – 10:00 PM	5:00 AM – 9:45 PM	5:00 AM – 9:45 PM

On-Time Performance



Ridership by Time of Day



Source: City of Montebello APC Data (Oct 2020)

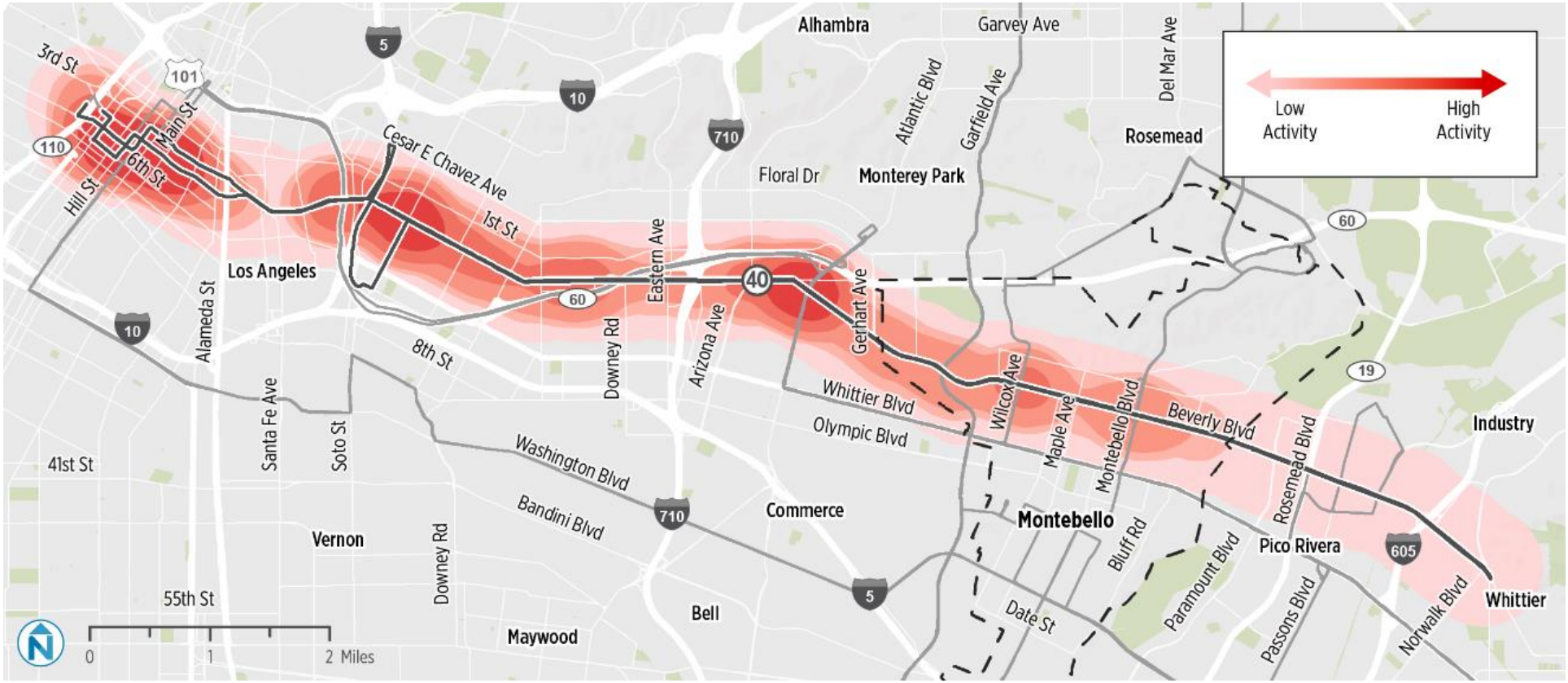
Strengths

- Line 40 is the second highest ridership line in the MBL system and has average on-time performance.
- Ridership is generally high along the length of the alignment. The line also connects to three different Metro L (Gold) Line stations, providing additional regional connectivity.

Opportunities

- Given the high ridership on Line 40, there may be an opportunity to improve service frequency and operate the line with 15-minute service all day, consistent with service provided by Line 10.
- There is an opportunity to extend or realign Line 40 to serve a stronger anchor destination at the eastern terminus, like Rio Hondo college or the Pico Bus Terminal to provide additional transfer opportunities.
- On-time performance may be improved by truncating service to end before downtown Los Angeles. This would remove service from the most congested segments of the line and reduce delays.

Line 40 Eastbound Ridership



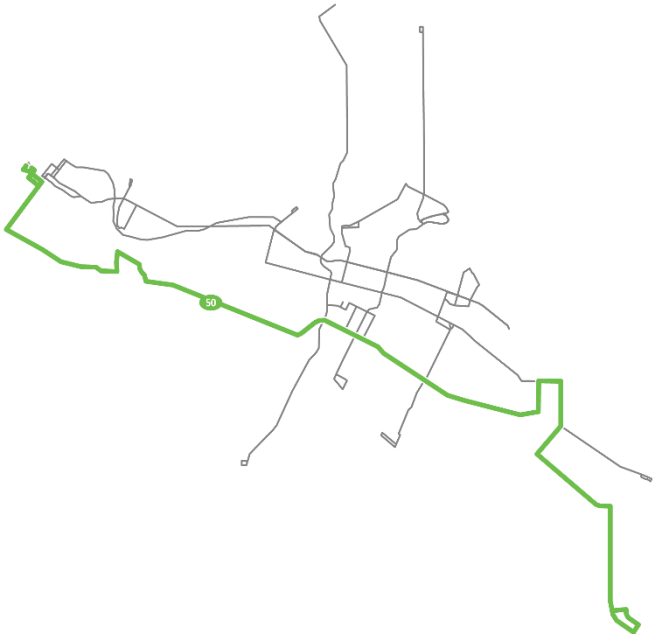
Line 40 Westbound Ridership



LINE 50
WASHINGTON BLVD

Description of route: Line 50 – Washington Blvd provides east-west service between downtown Los Angeles, Wyvernwood, Commerce, Rancho San Antonio, Pico Riviera, Whittier, and La Mirada.

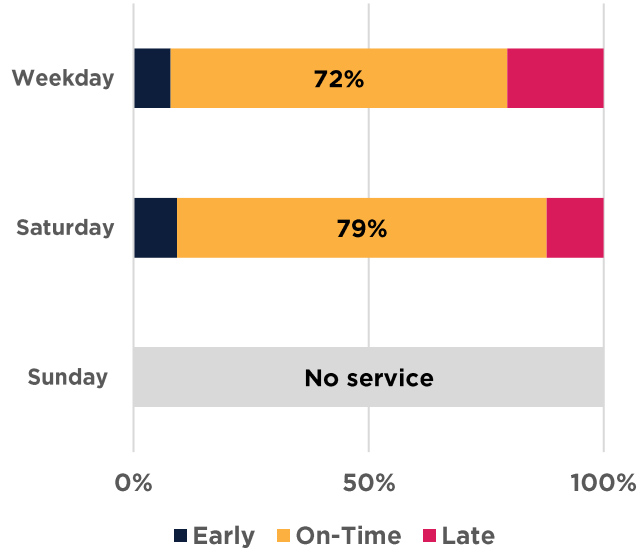
Major destinations include downtown Los Angeles, LA County Social Services, Commerce Civic Center, Downtown Montebello, Uptown Whittier, and California High School in Whittier.



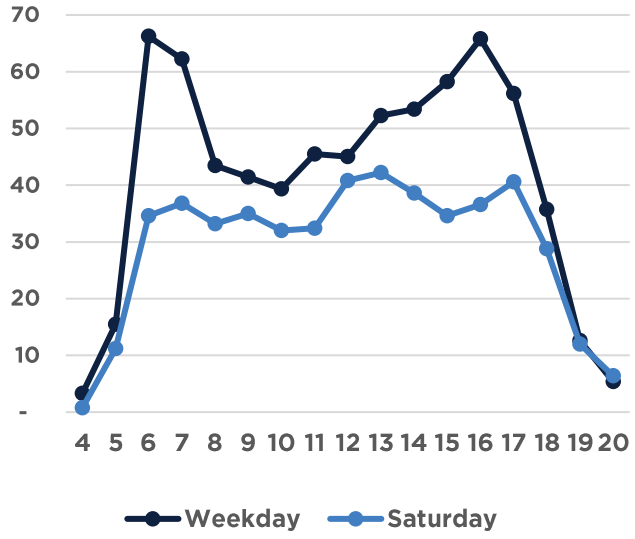
Line Overview

	WEEKDAY	SATURDAY
Headway (minutes)	40	55
Cycle time (minutes)	210	240
Service span	4:15 AM – 8:30 PM	4:30 AM – 9:00 PM

On-Time Performance



Ridership by Time of Day



Source: City of Montebello APC Data (Oct 2020)

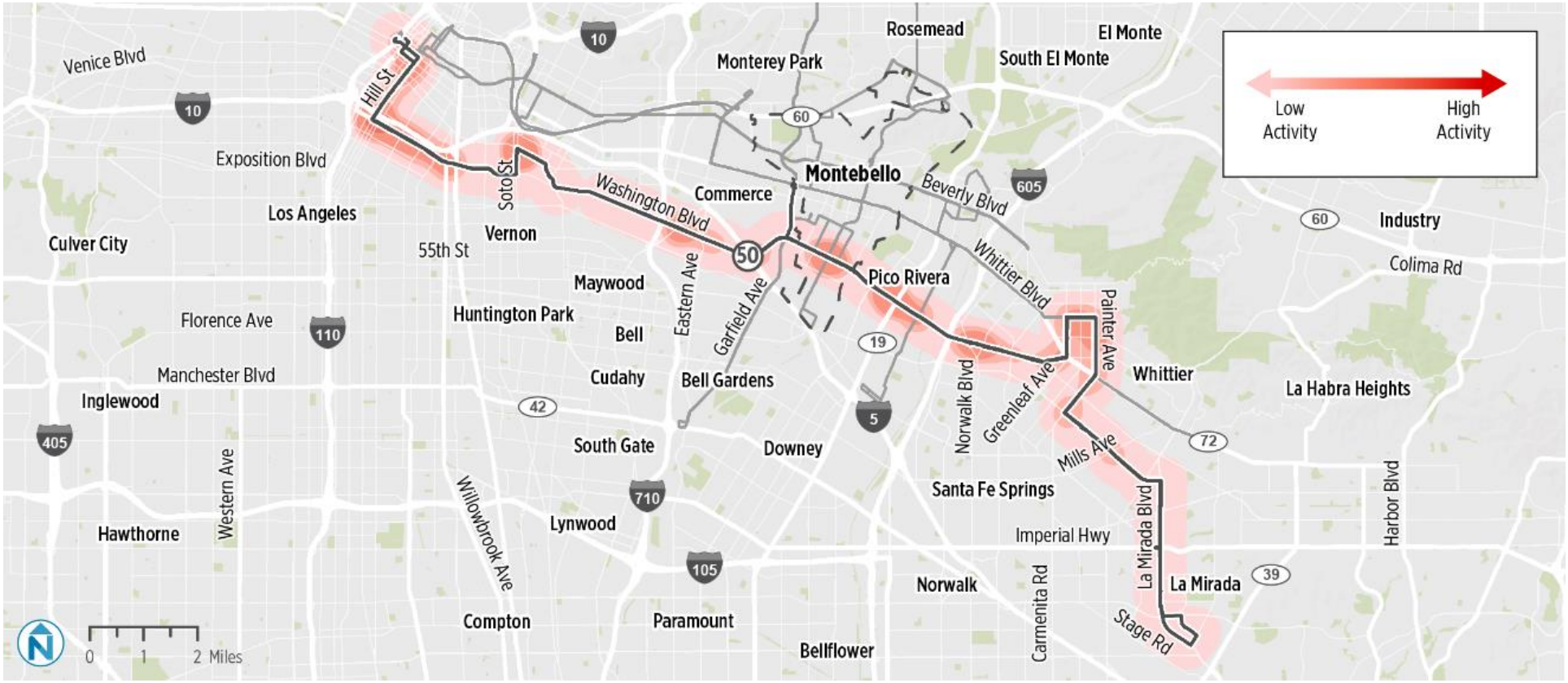
Strengths

- Line 50 is an average ridership line with below average on-time performance.
- Ridership is highest through downtown Montebello, Pico Riviera, and near the LA County Social Services facility.

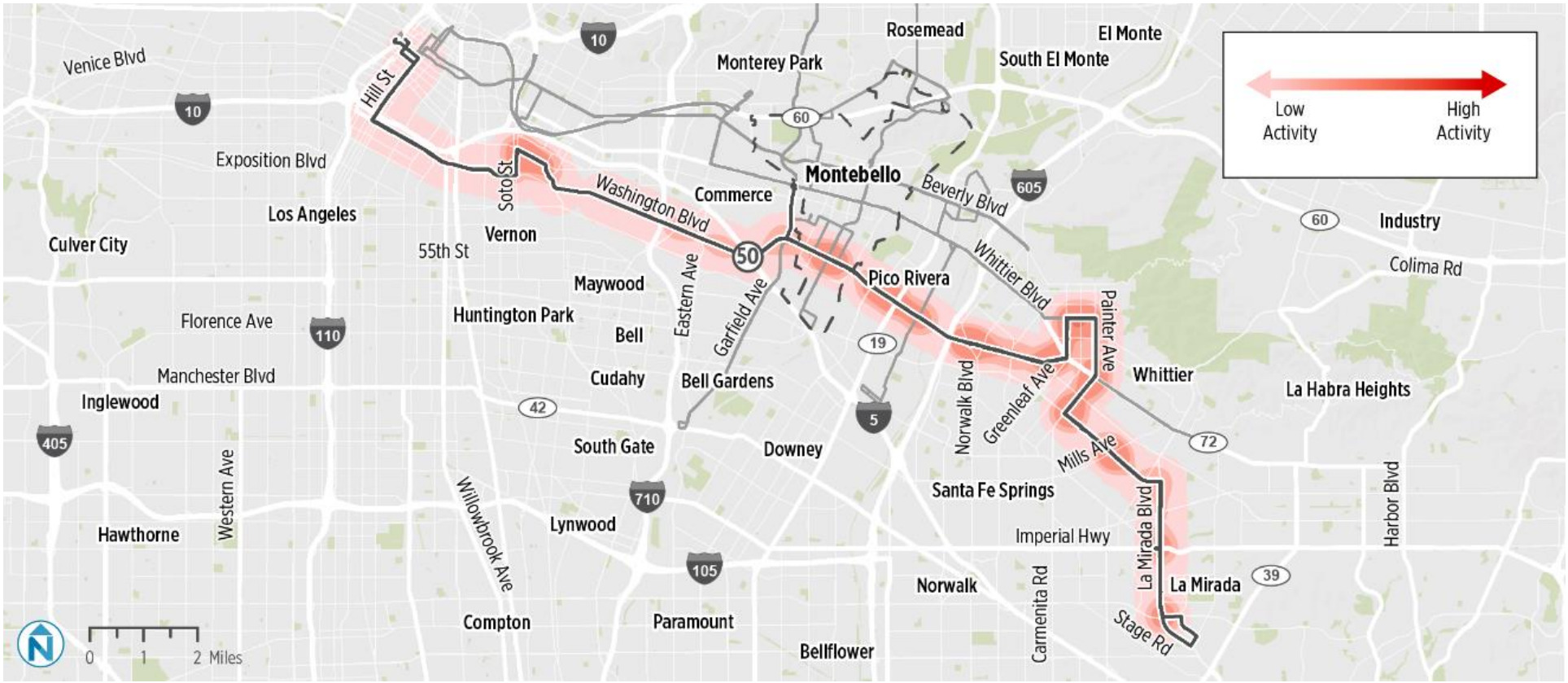
Opportunities

- There may be an opportunity to shorten or remove service from low ridership areas of Line 50, including near La Mirada and the industrial areas along Washington Blvd east of downtown Los Angeles.

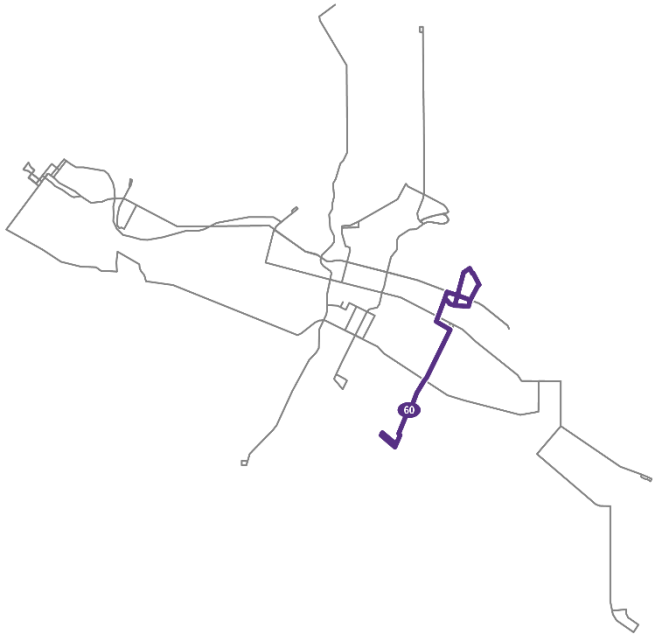
Line 50 Eastbound Ridership



Line 50 Westbound Ridership



LINE 60
PASSONS BLVD



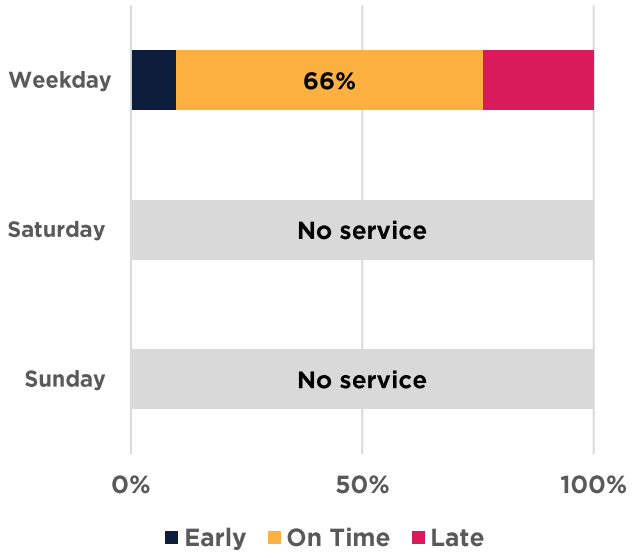
Description of route: Line 60 – Passons Blvd provides local north-south service between Northgate Market and the LA County Probation Training Center in Pico Riviera. This route was suspended during the COVID-19 Pandemic and restored in 2021.

Major destinations include the LA County Probation Training Center, retail destinations along Rosemead Blvd between Beverly Blvd and Whittier Blvd and near the intersection of Passons Blvd and Washington Blvd.

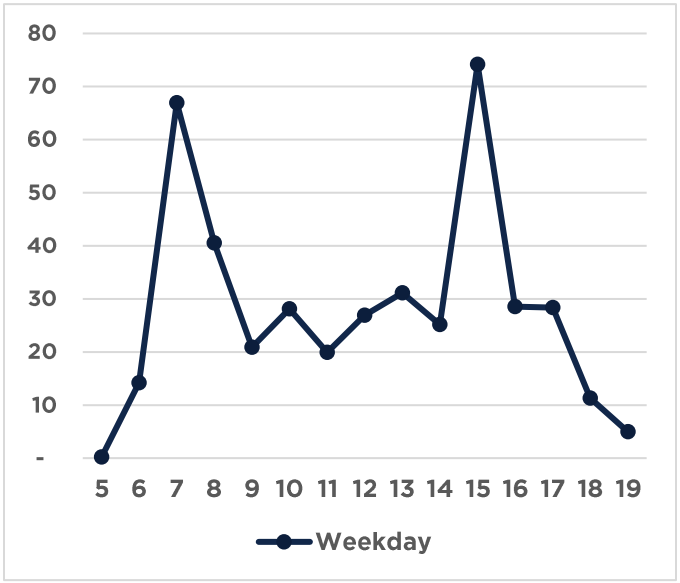
Line Overview

	WEEKDAY
Headway (minutes)	80
Cycle time (minutes)	68
Service span	6:15 AM – 6:30 PM

On-Time Performance



Ridership by Time of Day



Source: City of Montebello APC Data (Oct 2019)

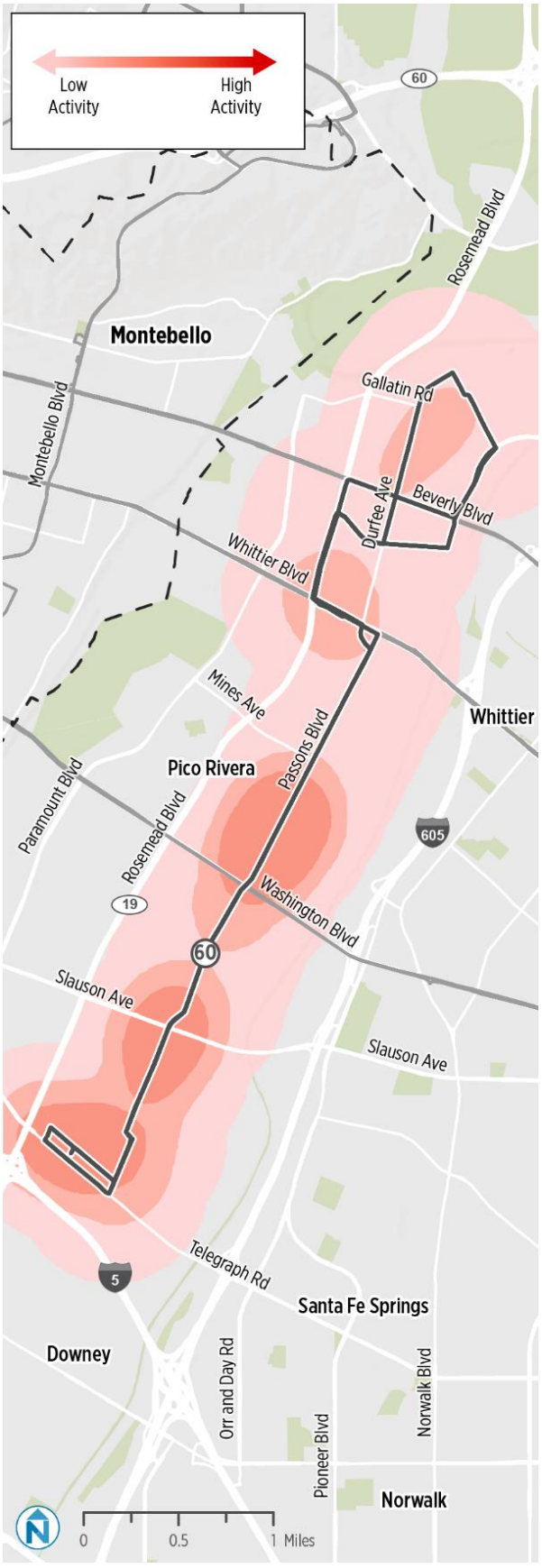
Strengths

- Line 60 is a low on-time performance line and provides local north-south connections along Passons Blvd, including to the LA County Probation Training Center.
- Ridership on line 60 is peak oriented, with the highest ridership at 7:00 a.m. and 3:00 p.m.

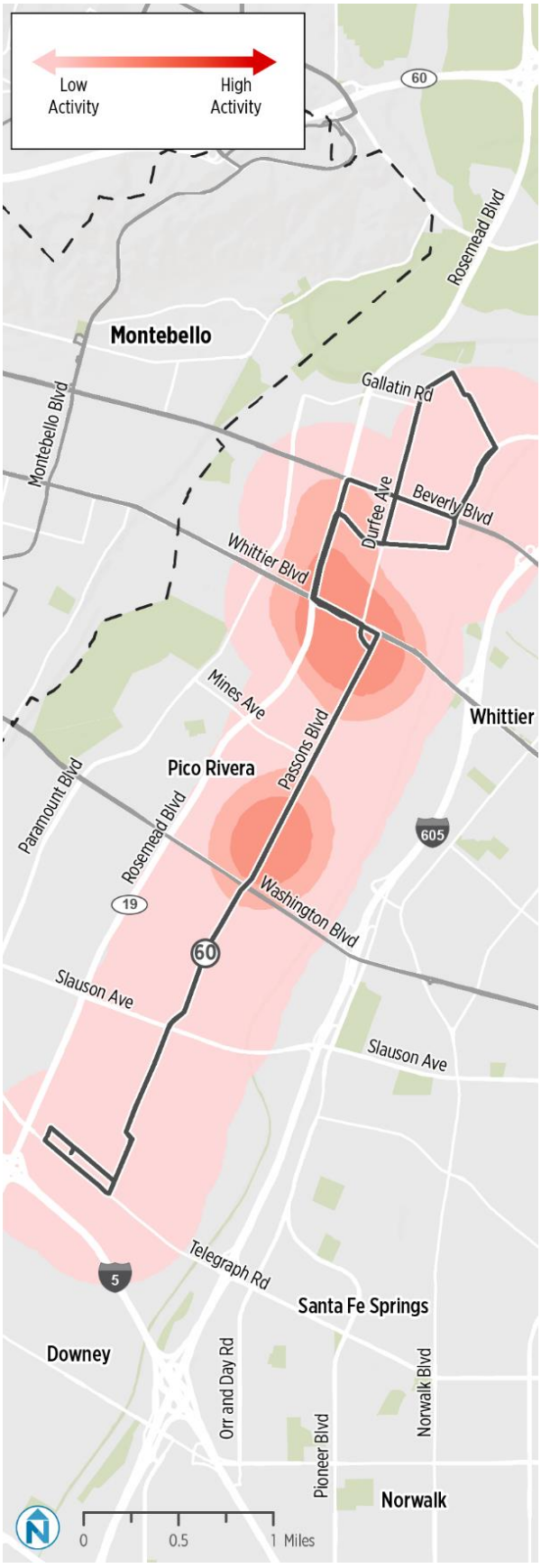
Opportunities

- There is an opportunity to extend Route 60 to provide direct, bi-directional service to Rio Hondo college, which would be a stronger destination than the LA County Probation Training Center.
- Ridership on the line may be improved by operating on clockface headways, at least every 60 minutes, rather than every 80 minutes as it does currently.

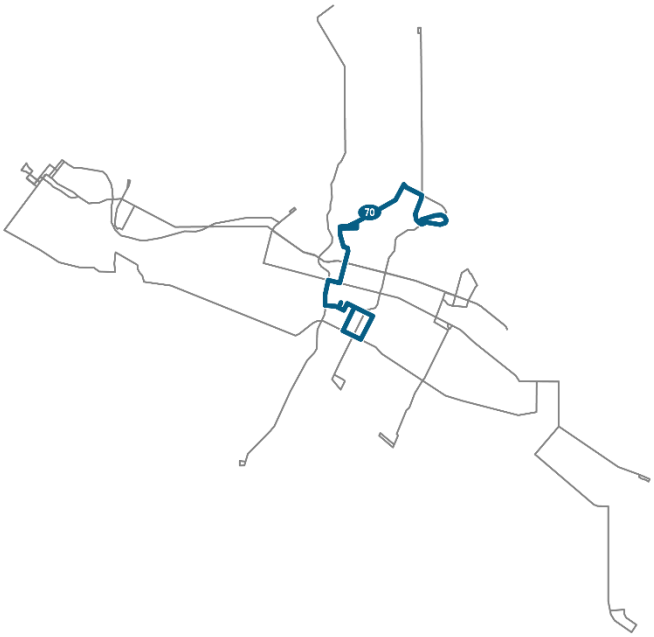
Line 60 Northbound Ridership



Line 60 Southbound Ridership



LINE 70
WILCOX AVE



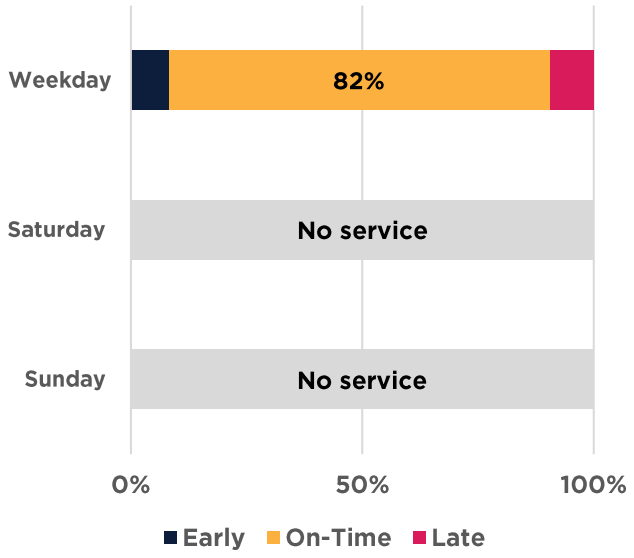
Description of route: Line 70 – Wilcox Ave provides local service within Montebello, connecting Rancho San Antonio, the Montebello/Commerce Metrolink station, Montebello High School, the Montebello Plaza shopping center, and the Shops at Montebello.

This line provides local circulation between the relatively dense residential areas in Rancho San Antonio and the retail and employment opportunities throughout the City of Montebello.

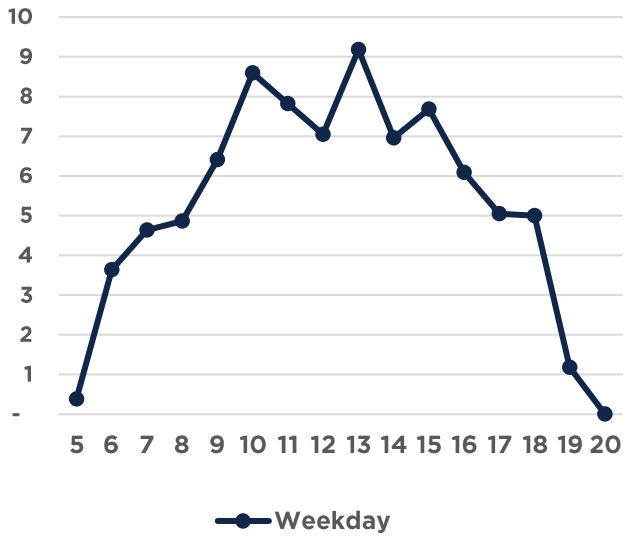
Line Overview

	WEEKDAY
Headway (minutes)	50
Cycle time (minutes)	90
Service span	5:15 AM – 8:00 PM

On-Time Performance



Ridership by Time of Day



Source: City of Montebello APC Data (Oct 2020)

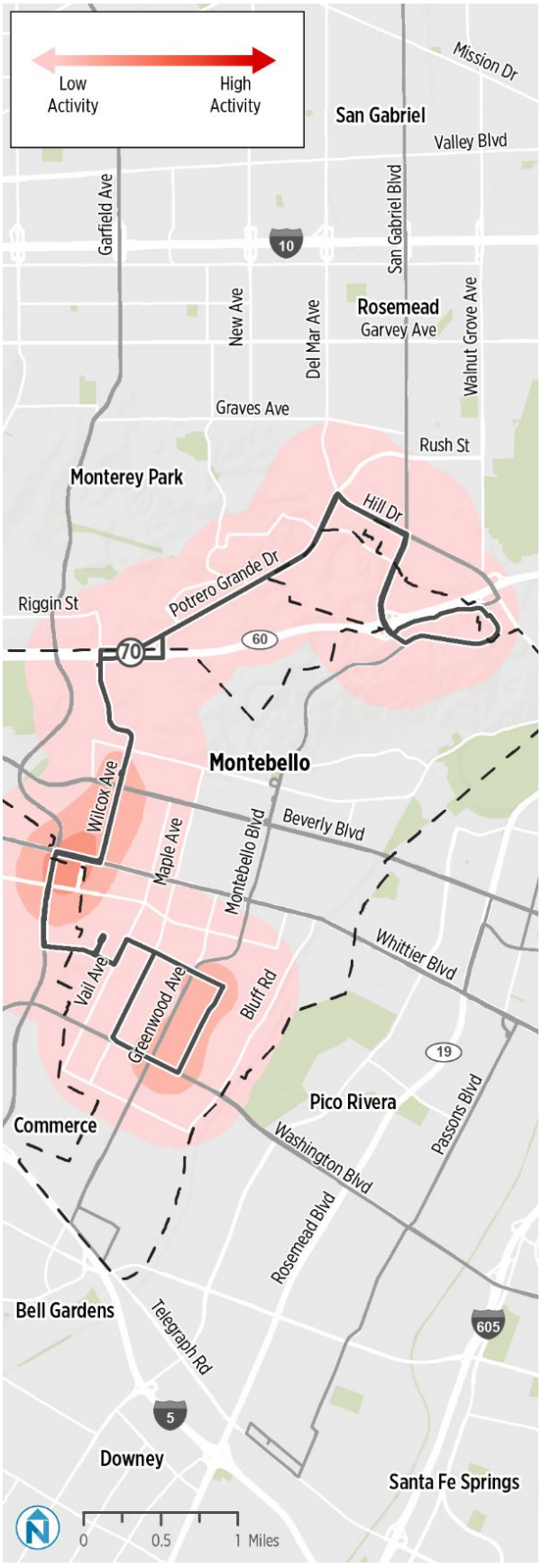
Strengths

- Line 70 is an average on-time performance line providing north-south connections between the Rancho San Antonio neighborhood and several retail and employment destinations in the City of Montebello.
- Ridership is highest in the midday period, which suggests this line may be used predominately to access services.

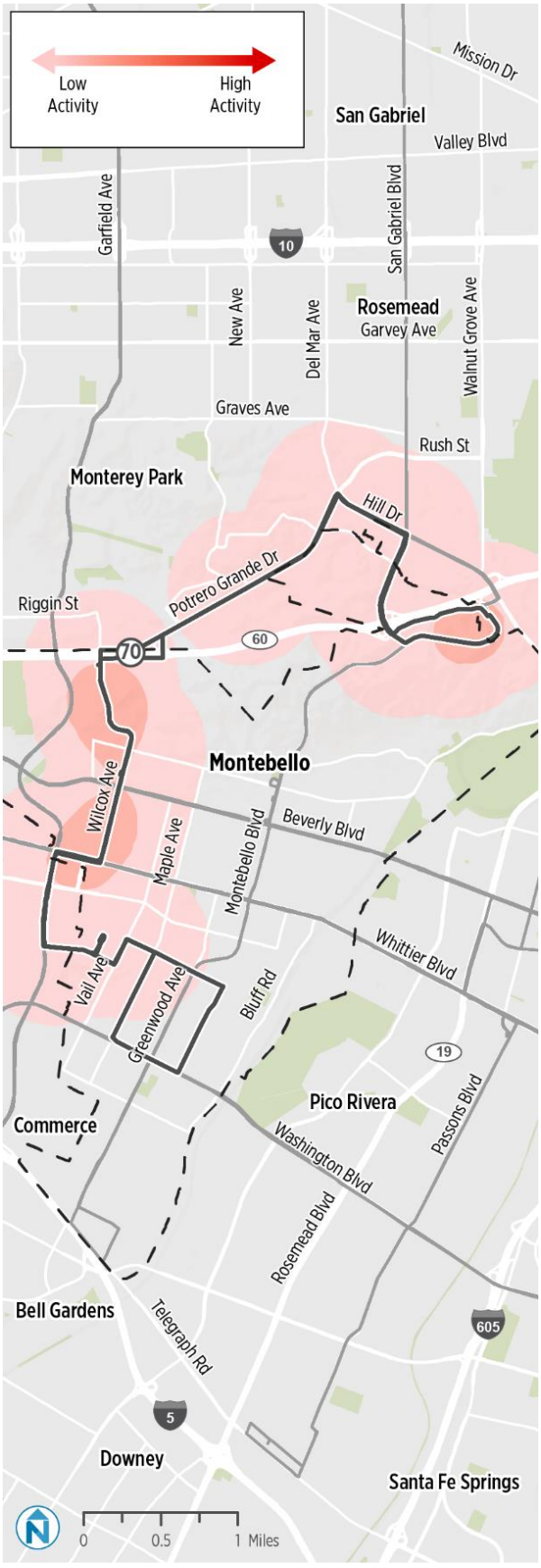
Opportunities

- The line currently operates off clockface headways every 50 minutes with a 90-minute cycle time. There may be an opportunity to improve service frequency and interline this with another line to operate more efficiently.

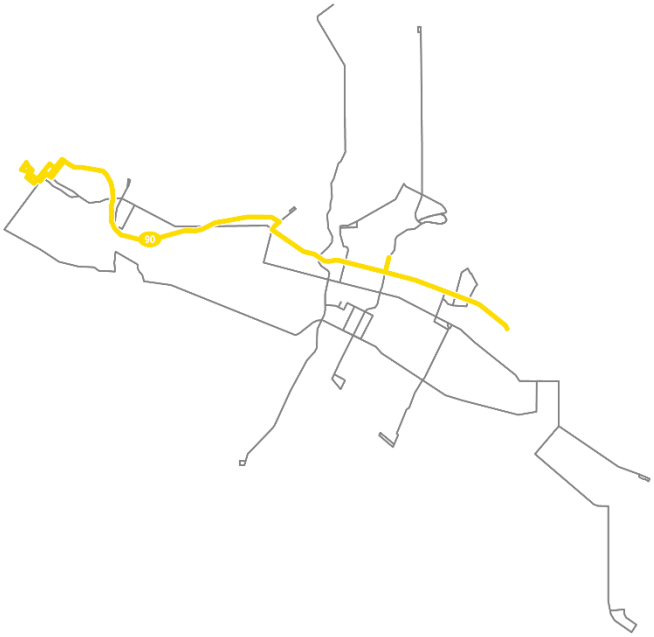
Line 70 Northbound Ridership



Line 70 Southbound Ridership



LINE 90
DOWNTOWN EXPRESS



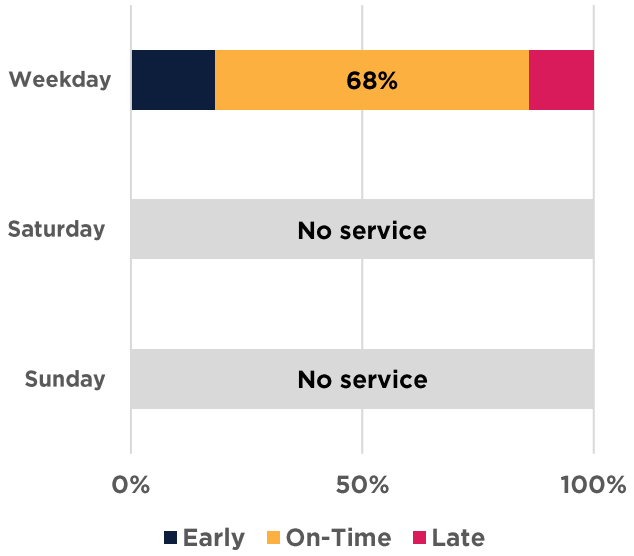
Description of route: Line 90 – Downtown Express is a commuter express route that operates along Beverly Blvd between Whittier, the Taylor Ranch park-and-ride, Montebello, and East Los Angeles before operating into downtown Los Angeles on Hwy 60, I-5, and Hwy 101.

The route provides direct, limited stop service and operates nine round trips per weekday.

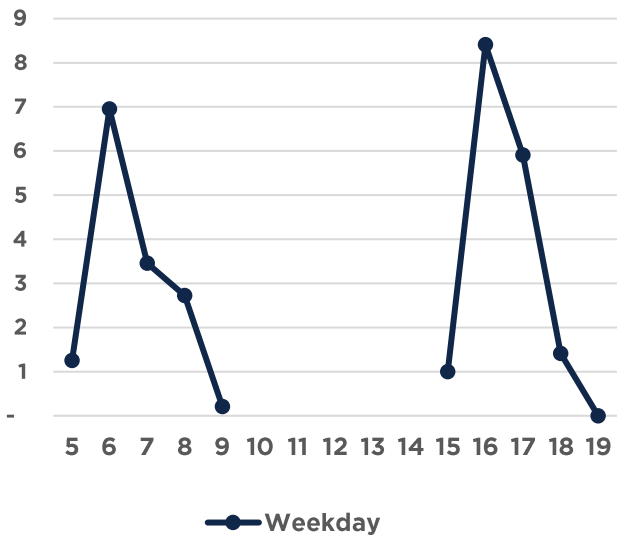
Line Overview

	WEEKDAY
Headway	9 round trips per day
Cycle time (minutes)	Varies
Service span	5:30 AM – 10:00 AM 3:00 PM – 8:00 PM

On-Time Performance



Ridership by Time of Day



Source: City of Montebello APC Data (Oct 2020)

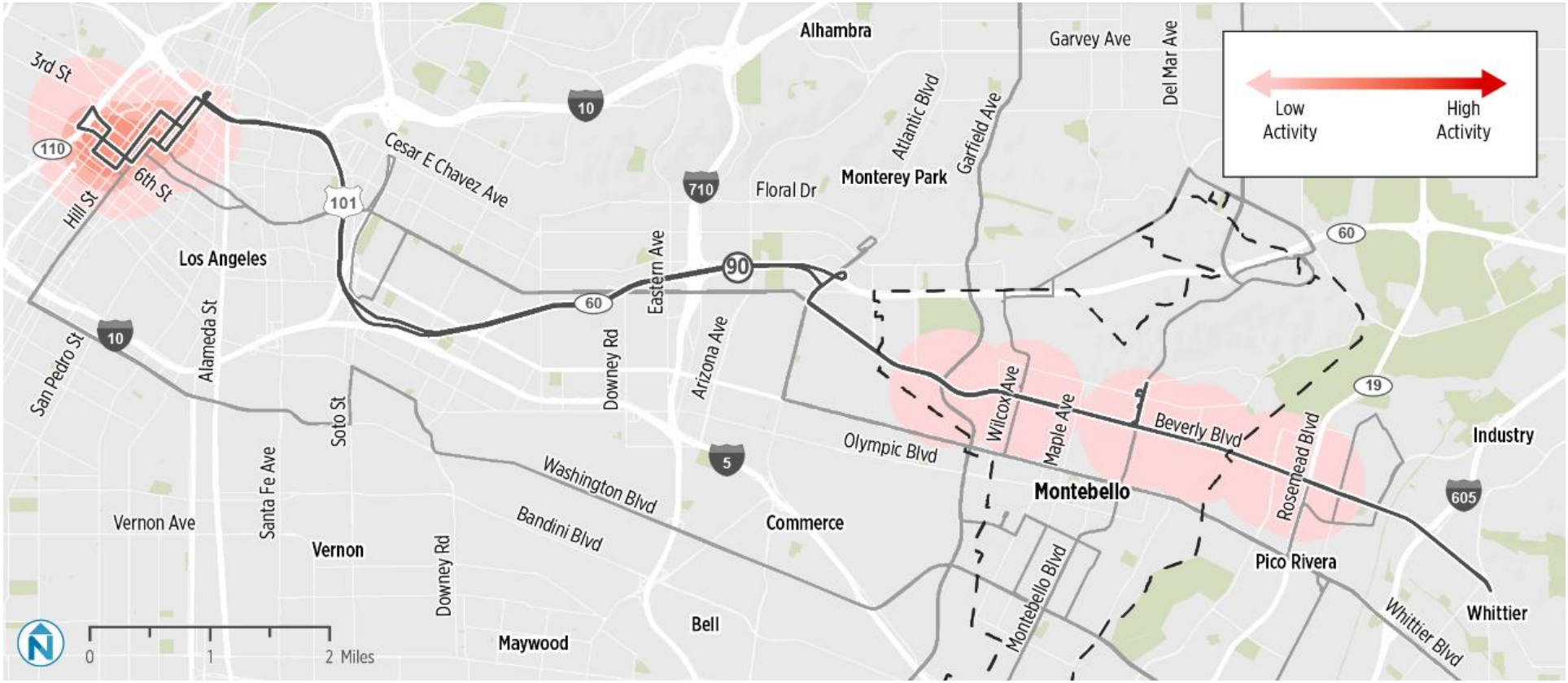
Strengths

- Line 90 provides direct, peak-oriented express service between Whittier, Montebello, and downtown Los Angeles.

Opportunities

- Line 90 is a low on-time performance line. On-time performance is likely impacted by changes in traffic congestion on highways into and out of downtown Los Angeles. On-time performance may be improved by adjusting scheduled travel times to better reflect operating conditions throughout the day.

Line 90 Eastbound Ridership



Line 90 Westbound Ridership



FARES

Montebello Bus Lines' fare structure includes two distinct fare types and discount categories (Figure 2-13). The base fare of $1.10 applies to all local lines (10, 20, 30, 40, 50, 60, and 70), while the more expensive express fare of $1.30 only applies to Line 90. Additionally, MBL offers discounted fares to K-12 students ($0.75 per trip) and for people with disabilities and seniors ages 62 and older ($0.50 per trip). These fare discounts only apply to local lines, there are no discounts for express fares.

MBL also offers interagency transfers when passengers transfer to a route operated by another provider. These transfers require an additional $0.25 with a discounted fare of $0.10 for people with disabilities and seniors. MBL offers day passes at a rate of $3.00, discounted to $2.00 for students and $1.50 for seniors and people with disabilities. A Monthly pass is available only for students at a cost of $30.00.

There is an opportunity to simplify MBL fares by rounding these amounts to the nearest increment of $0.25. This makes paying cash fares easier as passengers will no longer have to worry about paying exact fares with nickels and dimes. This may potentially improve travel times by reducing the amount of time passengers spend searching for change and paying their fare.

Figure 2-13 Montebello Bus Lines Fare Structure

	Adults	Students (K-12)	People with Disabilities & Seniors (62+)
Base Fare	$1.10	$0.75	$0.50
Express Fare	$1.30	$1.30	$1.30
Interagency Transfer	$0.25	$0.25	$0.10
Day Pass	$3.00	$2.00	$1.50
Monthly Pass	None	$30.00	None

Note: ID required for discount fare and passes

In addition to accepting cash, MBL offers pass products and accepts cash value payments through the Transit Access Pass (TAP) program that is commonly used throughout the Los Angeles area. MBL also accepts the regional EZ Transit Pass which provides unlimited access to participating agencies for $110 per month ($42 for seniors and people with disabilities). In addition to MBL, participating EZ Transit Pass agencies include Commerce Municipal Bus Lines, Culver CityBus, Foothill Transit, Gardena Municipal Bus Lines, Glendale Beeline, LADOT, Long Beach Transit, Metro Bus & Metro Rail, Norwalk Transit, Santa Clarita Transit, Santa Monica Big Blue Bus, and Torrance Transit.

MBL also accepts bus tokens which are valid for a single, one-way trip (10 tokens for $10). Tokens are no longer viewed as a best practice for transit fare media. Phasing tokens out of circulation may further simplify the fare collection process for MBL.

DIAL-A-TAXI

In addition to the fixed-route system, Montebello Bus Lines offers a Dial-A-Taxi service for Montebello residents ages 62 and older and/or with a disability. Qualifying residents may apply through a paper application and a physician's form submitted to the city. Dial-A-Taxi service provides transportation within the City of Montebello for any trip purpose and within a larger service area (bound between the I-10 Freeway, I-710 Freeway, I-605 Freeway, and Slauson Ave) for medical trips only.

Dial-A-Taxi service is available 24 hours per day and 7 days per week, including holidays. The service provides 26 riders per month with a payment of $1.00 per one-way trip.

MONTEBELLO LINK

MBL offers a contracted service known as Montebello Link that provides feeder service to Metrolink commuter rail service. Montebello Link is a semi-fixed-route service that uses a reservation-based system to provide flexible service between the Montebello Metrolink Station and employment centers in Bell, Commerce, Montebello, and Monterey Park.

3 MARKET ANALYSIS

How well does MBL serve the communities in which it operates?

DEMOGRAPHIC AND SOCIO-ECONOMIC FACTORS

Examining the density and distribution of specific population segments helps identify areas with high transit need. This section uses Census data to highlight demographic and socio-economic characteristics of persons residing within areas currently served by the Montebello Bus Lines.

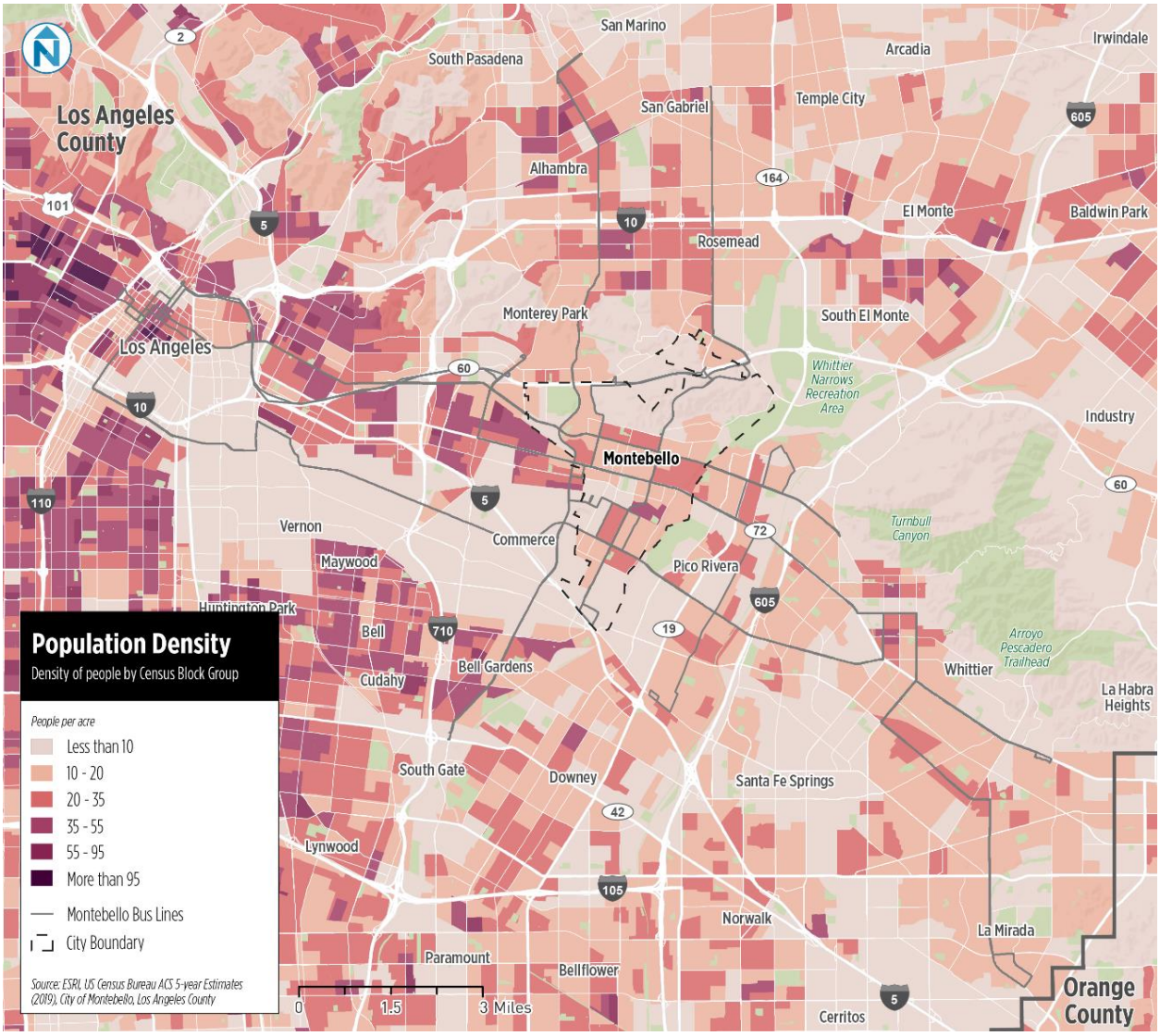
Category	Why it's important
Population	Population density is among the most important factors influencing transit demand. High-density residential areas have more people within walking distance to major corridors that can support more frequent transit service than low-density areas.
Older Adults	Transit provides a safe and low-cost alternative to driving a personal vehicle. Many older adults choose to transition from driving a personal vehicle to using transit due to health and/or safety reasons.
Young Adults	Multiple transportation studies have shown that young adults are obtaining their driver licenses at a later age than previous generations. Young adults are also less likely than their middle-aged counterparts to own a personal vehicle and more likely to consider transit as a transportation option.
Persons with Disabilities	Persons with disabilities may be unable to operate a vehicle or feel more comfortable on public transportation. Transit stops must accommodate persons with disabilities and paratransit options should be made available
People of Color	People of color are more likely than their white counterparts to use public transportation as a means of commuting. Neighborhoods with high minority populations are more likely to be underserved by transit networks
Limited English Proficiency	In areas where populations speak a variety of languages, transit maps and marketing materials should be translated into languages spoken in these neighborhoods based on 2020 census data
Low-Income Population	Traditionally, low-income populations are less likely to own or have access to a vehicle and more likely to use public transit as their sole means of transportation
Limited Access to Personal Vehicle	Populations with limited vehicle access are likely to use public transportation as their sole means of transportation

Population

Communities within the current Montebello Bus Lines service area that have the highest population densities include:

- Alhambra
- Bell Gardens
- East Los Angeles
- Monterey Park
- South Montebello

Figure 3-1 Population Density

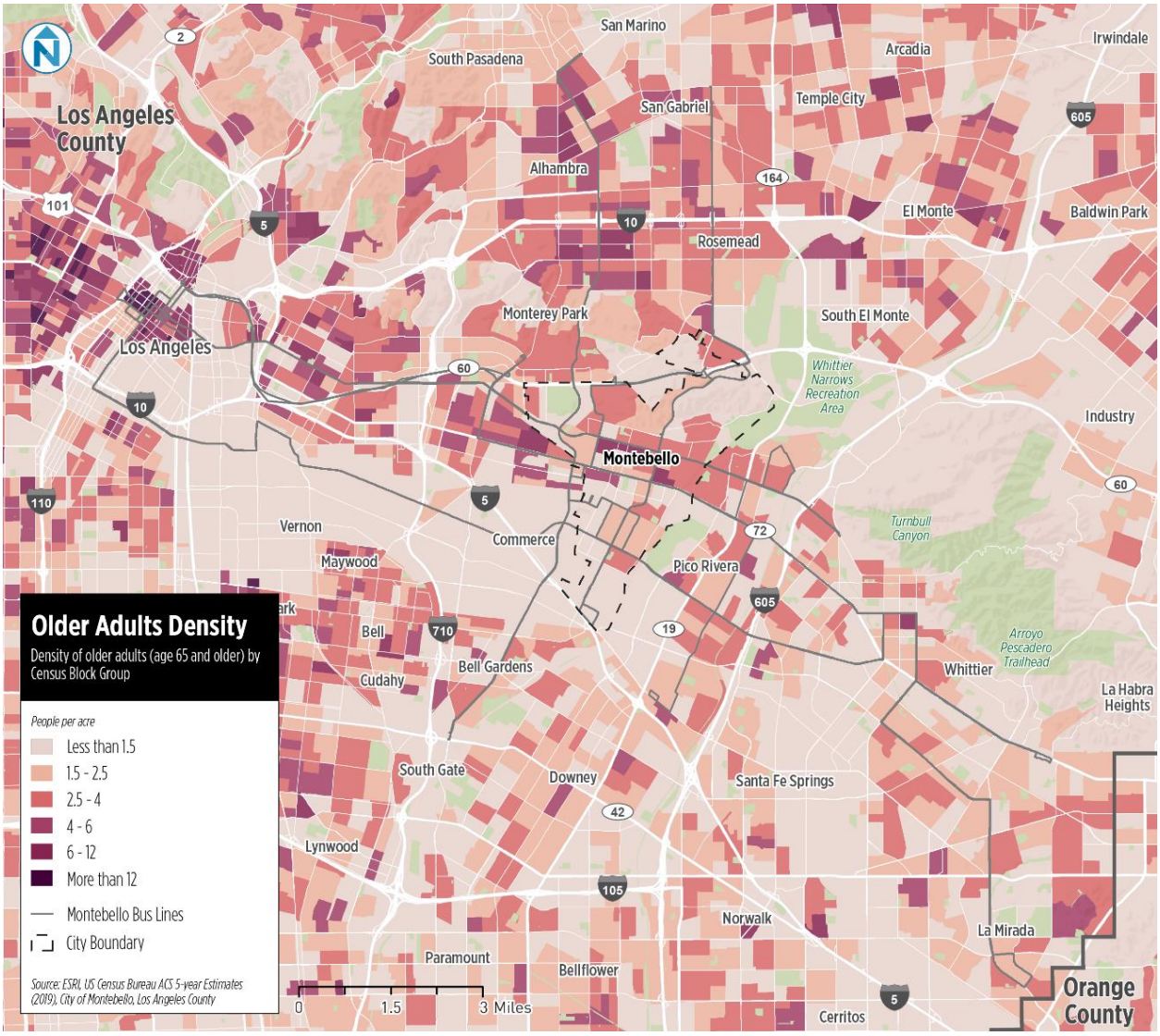


Older Adults

Communities within the current Montebello Bus Lines service area that have the highest densities of older adults include:

- Boyle Heights
- Downtown Los Angeles
- East Los Angeles
- Montebello
- Monterey Park

Figure 3-2 Older Adults Density

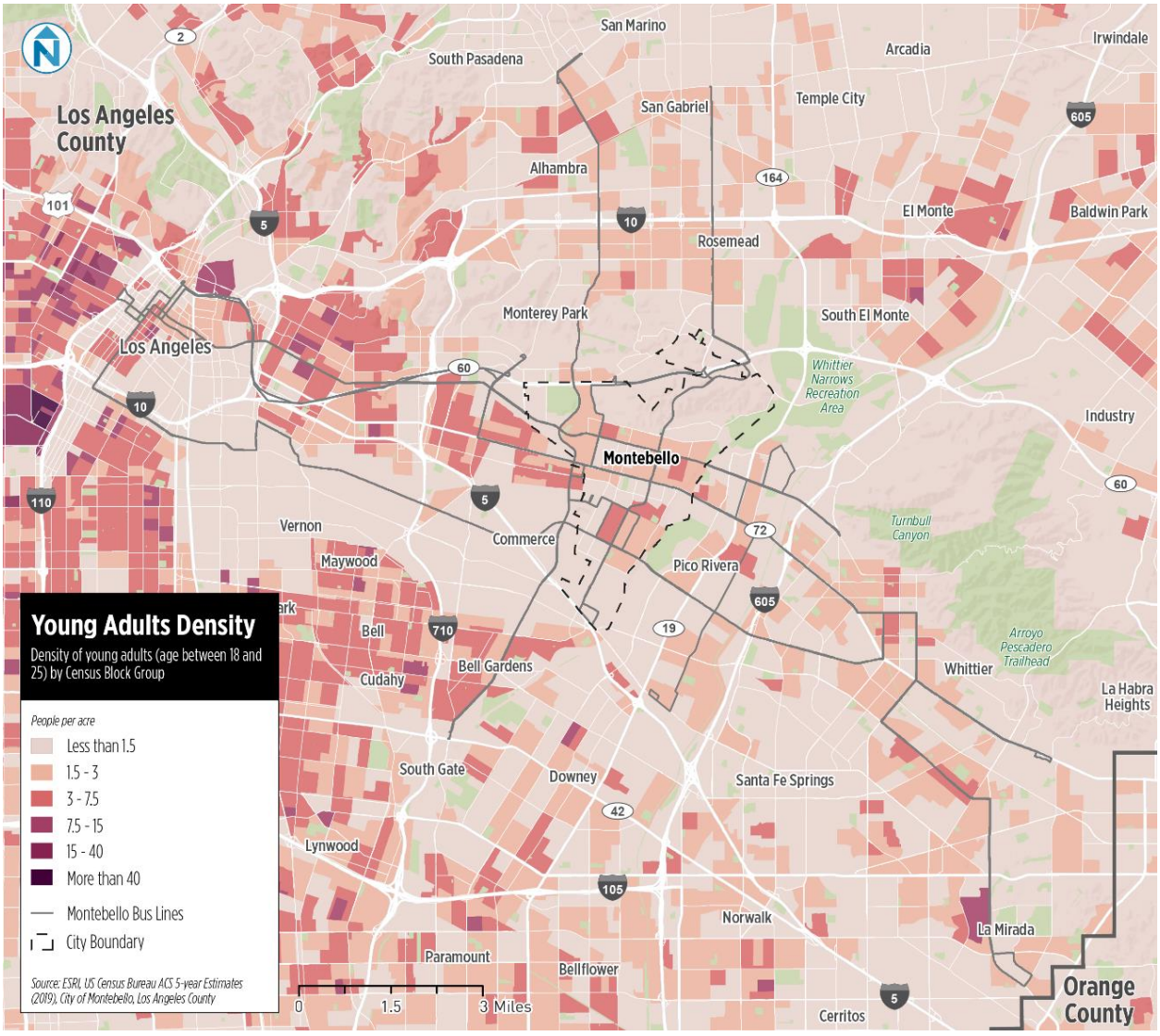


Young Adults

Communities within the current Montebello Bus Lines service area that have the highest densities of young adults include:

- Boyle Heights
- East Los Angeles

Figure 3-3 Young Adults Density

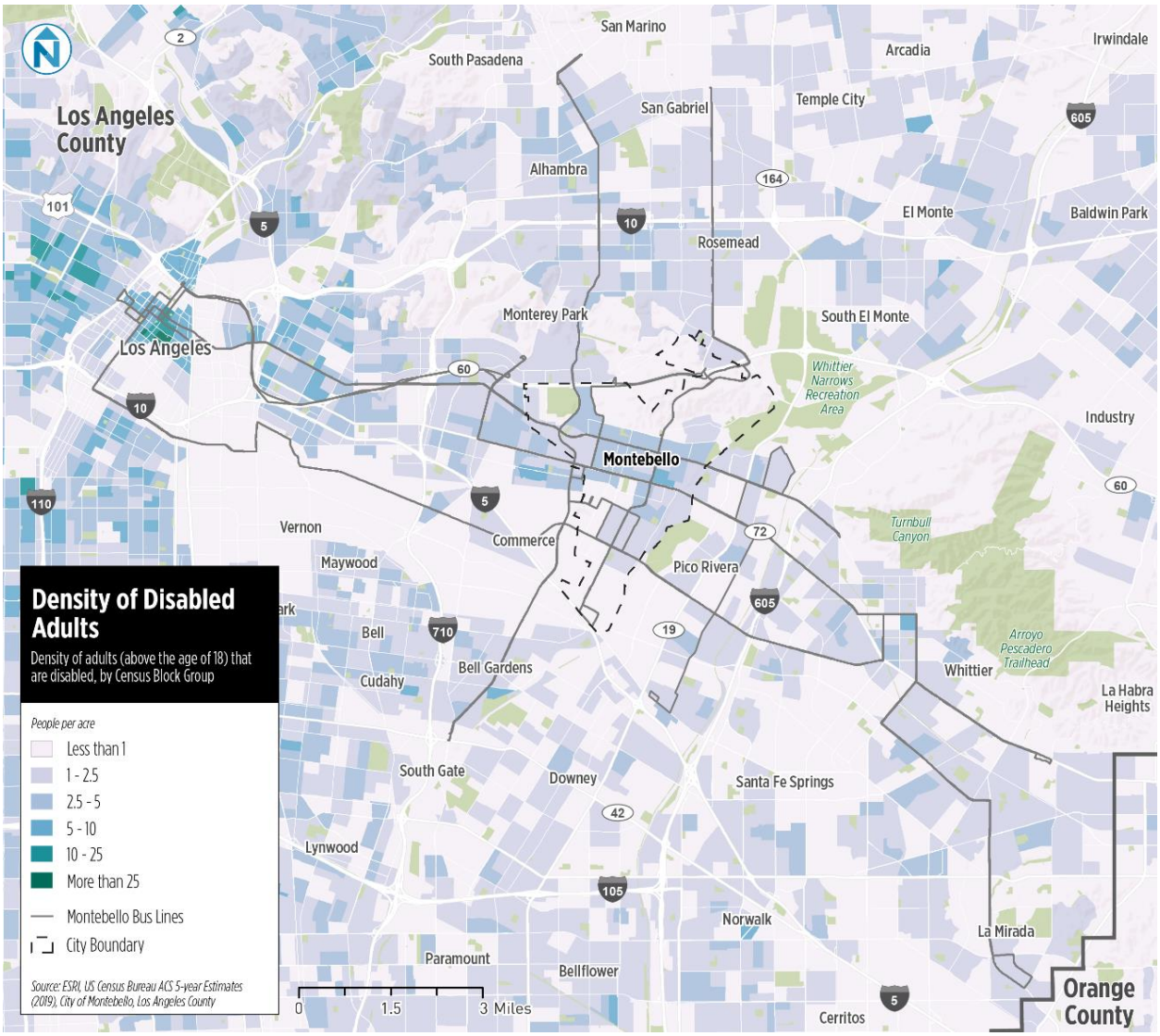


Persons with Disabilities

Communities within the current Montebello Bus Lines service area that have the highest densities of persons of disabilities include:

- Boyle Heights
- Downtown Los Angeles
- Montebello

Figure 3-4 Density of Disabled Adults

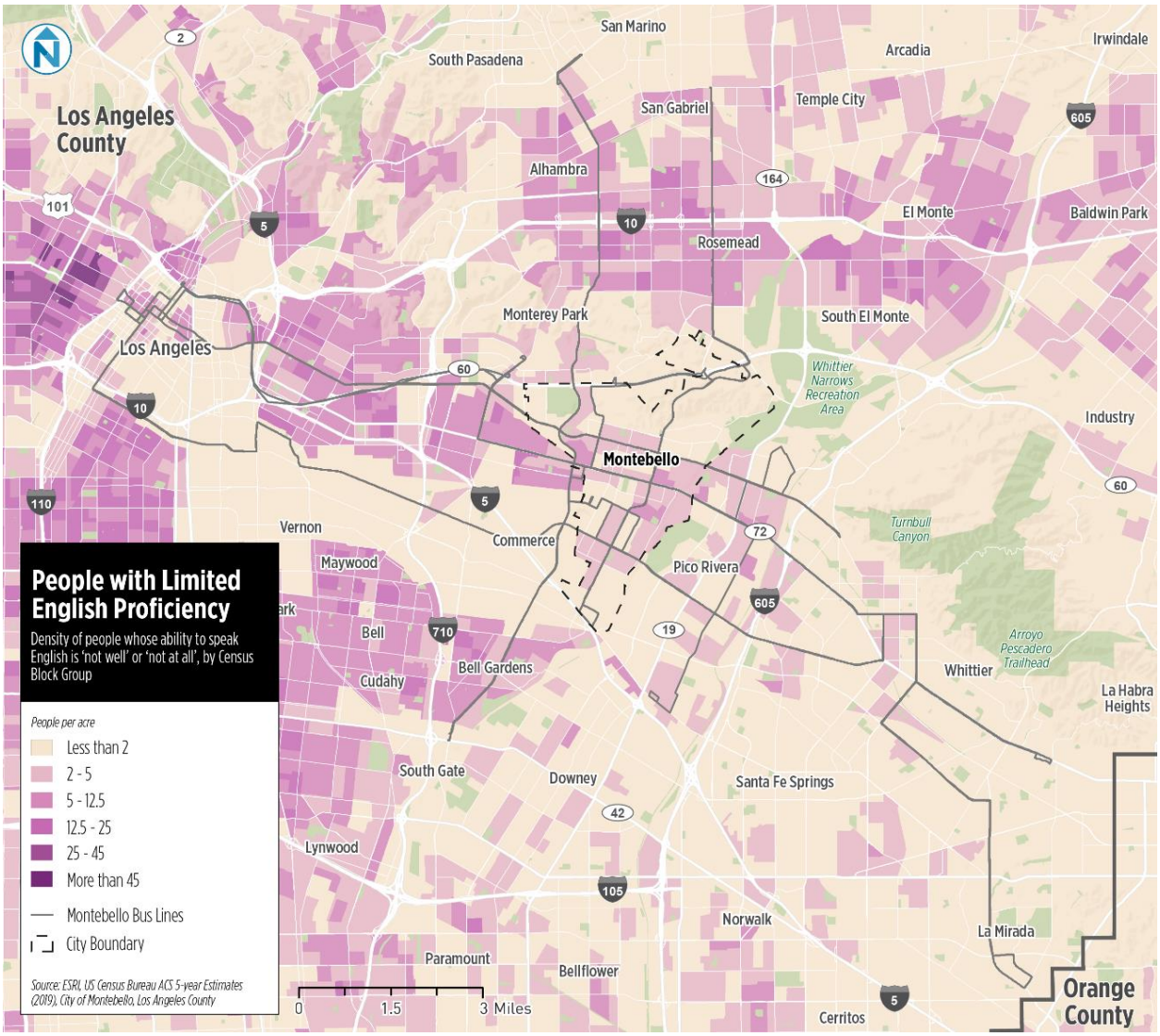


Limited English Proficiency

Communities within the current Montebello Bus Lines service area that have the highest densities of limited English proficiency include:

- Bell Gardens
- Boyle Heights
- Monterey Park

Figure 3-5 People with Limited English Proficiency

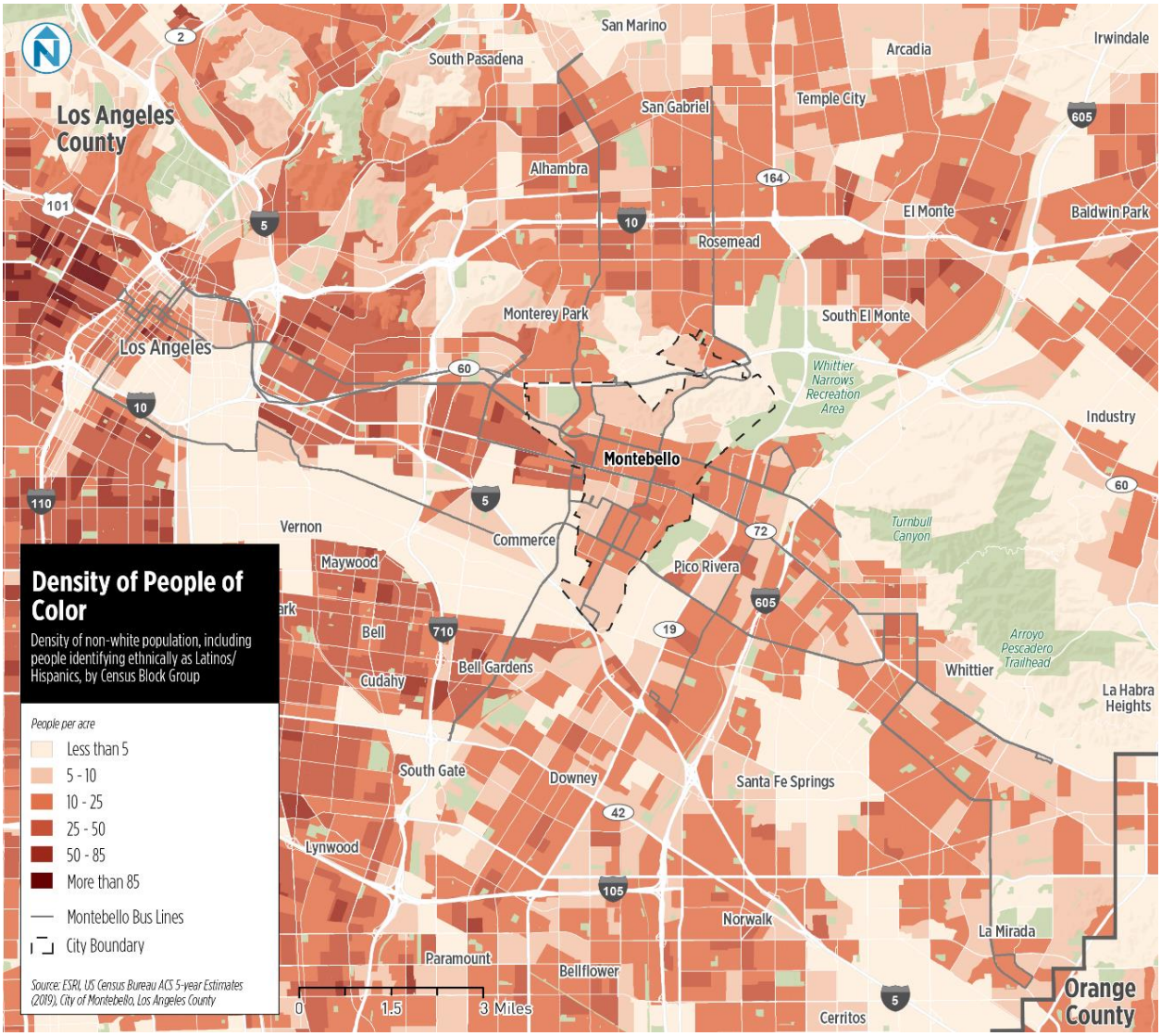


People of Color

Communities of color are prominent throughout the Montebello Bus Lines service area, especially:

- Bell Gardens
- Boyle Heights
- East Los Angeles
- Monterey Park

Figure 3-6 Density of People of Color

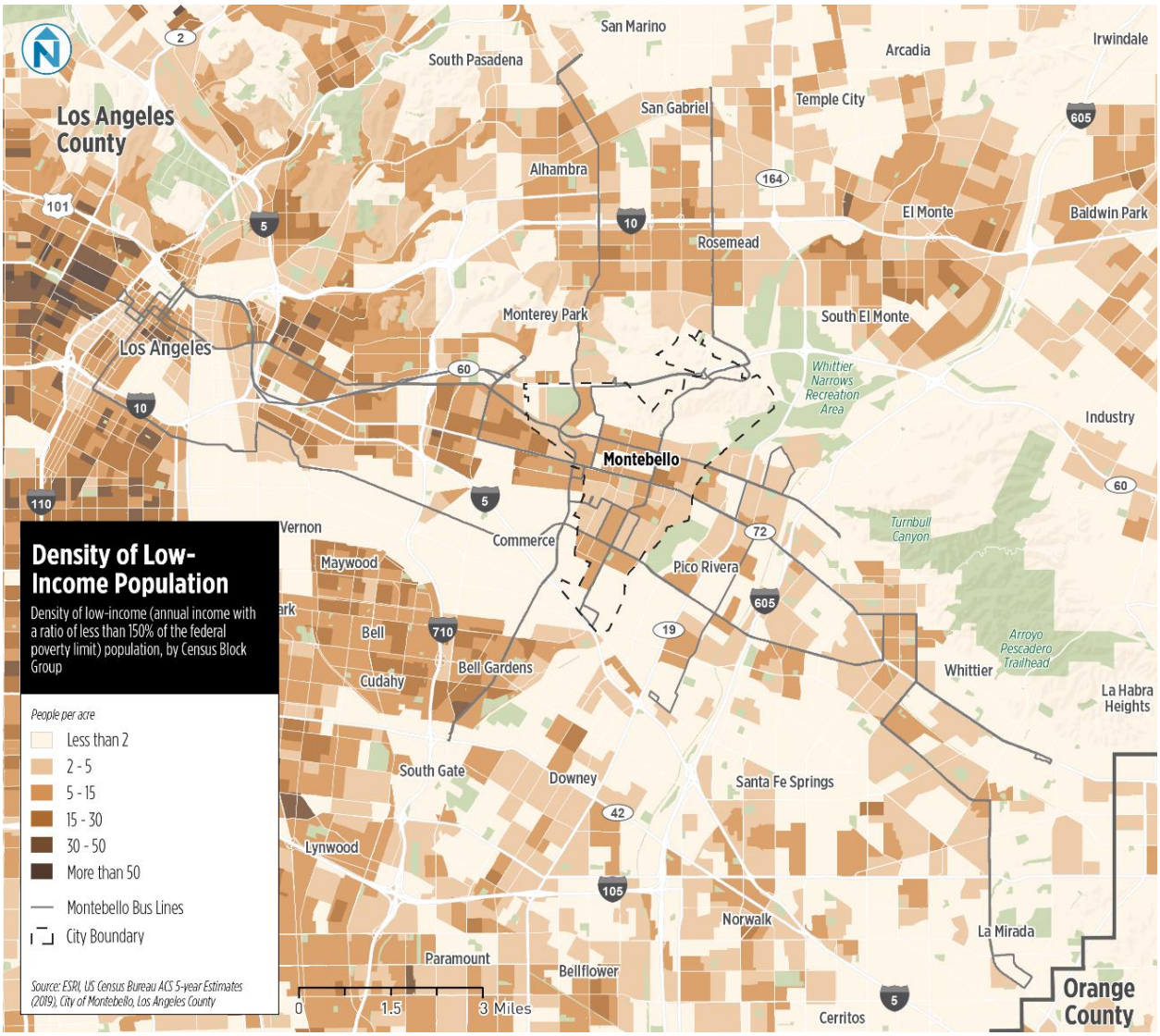


Low-Income Population

Communities within the current Montebello Bus Lines service area that have the highest densities of low-income populations include:

- Bell Gardens
- Boyle Heights
- East Los Angeles

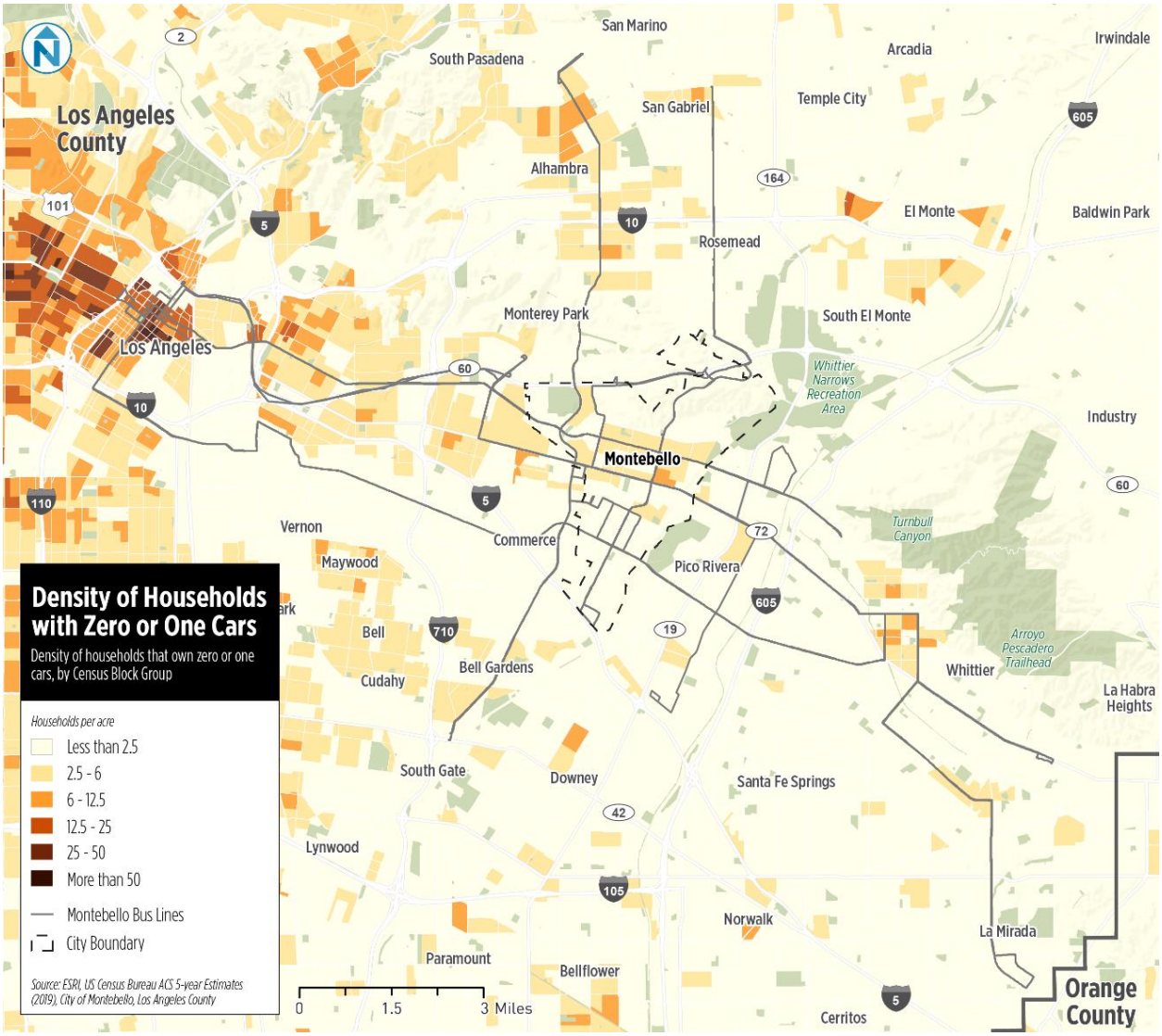
Figure 3-7 Density of Low-Income Population



Limited Access to a Personal Vehicle

Downtown Los Angeles has the highest densities of persons with limited access to a personal vehicle within the current Montebello Bus Lines service area.

Figure 3-8 Density of Households with Zero or One Cars



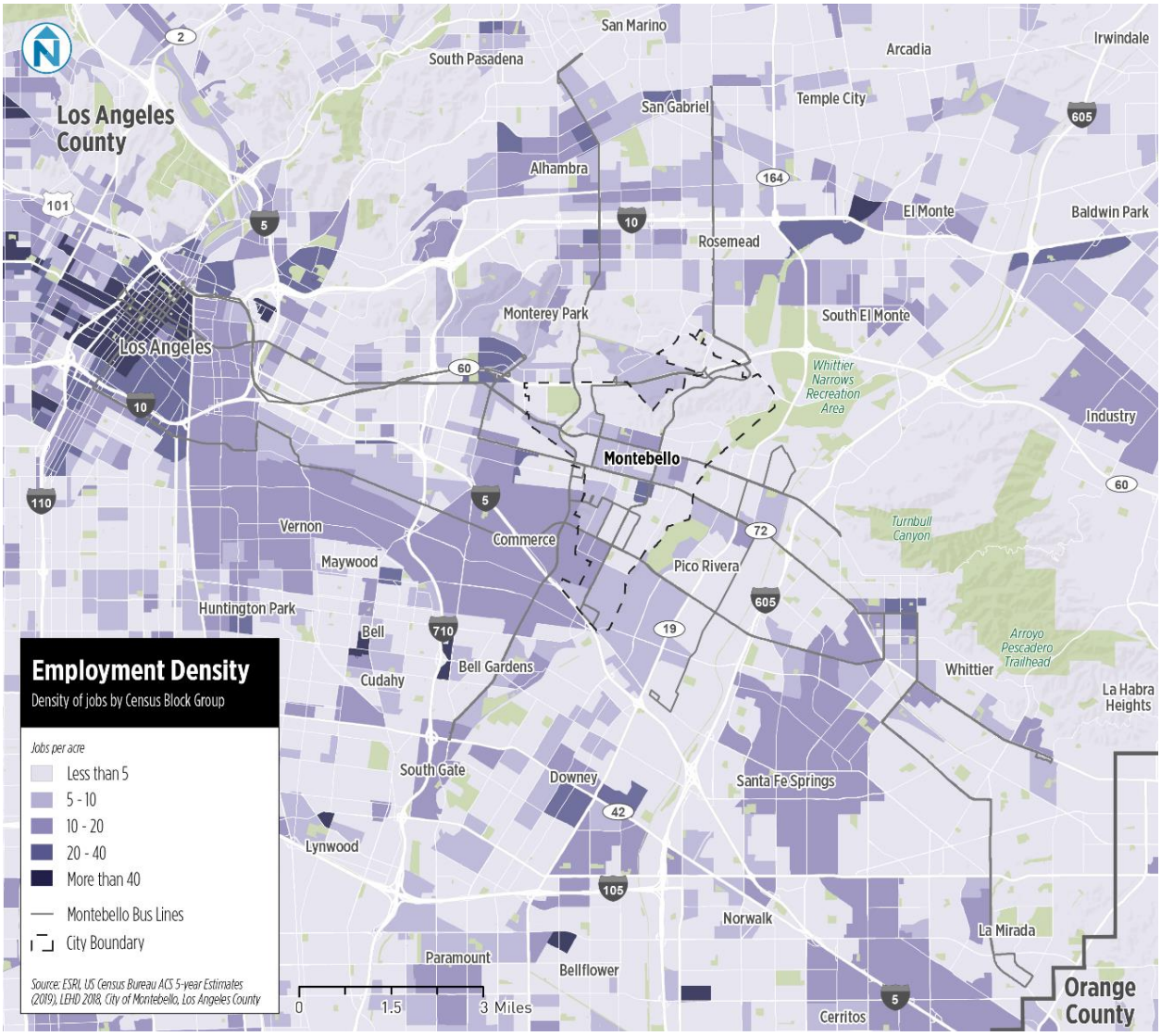
EMPLOYMENT

Category	Why it's important
Employment Density	With higher employment density, more transit should be available as an alternative or substitute to driving. Since many employees will be converging in this area, a robust transit network should be available in these areas
Density of Low-Wage Job	Low-wage workers are less likely to have access to a vehicle and be more reliant on public transportation. Low-wage workers are also more likely to work non-traditional hours showing the need for extended hours of service. Areas with a high density of low-wage jobs should see an array of public transportation options for employees.
Retail or Service Jobs	Retail and service jobs are often low-paying, and their staff is less likely to have access to a vehicle, therefore areas with high densities of retail or service industry jobs should have a robust transit network available for employees.
Office Jobs	Persons with office jobs are less likely to be reliant on public transit. However, if parking costs or gas prices rise, workers may begin relying on public transportation. Areas like downtowns or large office corridors may be convenient transit hubs because of their high concentrations of employment opportunities.
Healthcare Jobs	Healthcare workers are more likely to work non-traditional hours, showing the need for extended hours of service. Transit serving healthcare centers such as hospitals or clinics should have service late into the night and early in the morning. Bus stops and other transit stations should be well-lit for passengers using the service at night on off-peak hours.
Industrial or Manufacturing Jobs	Persons in manufacturing jobs are more likely to be lower-income and be more reliant on public transit. Manufacturing centers tend to be far from areas with high population densities, therefore planning transit routes that connect low-income areas with manufacturing jobs may require increasing the number of routes as well as the number of stops along the route to ensure accessibility.
Education or Civic Jobs	Persons with education or civic jobs may be low-wage earners and work off-peak hours. Transit to these areas needs to be available late at night and early in the morning to assure these workers have access to their places of employment around the city.

Employment Density

Areas within the current Montebello Bus Lines service area that have the highest employment densities include Downtown Los Angeles, East Los Angeles College, and Commerce.

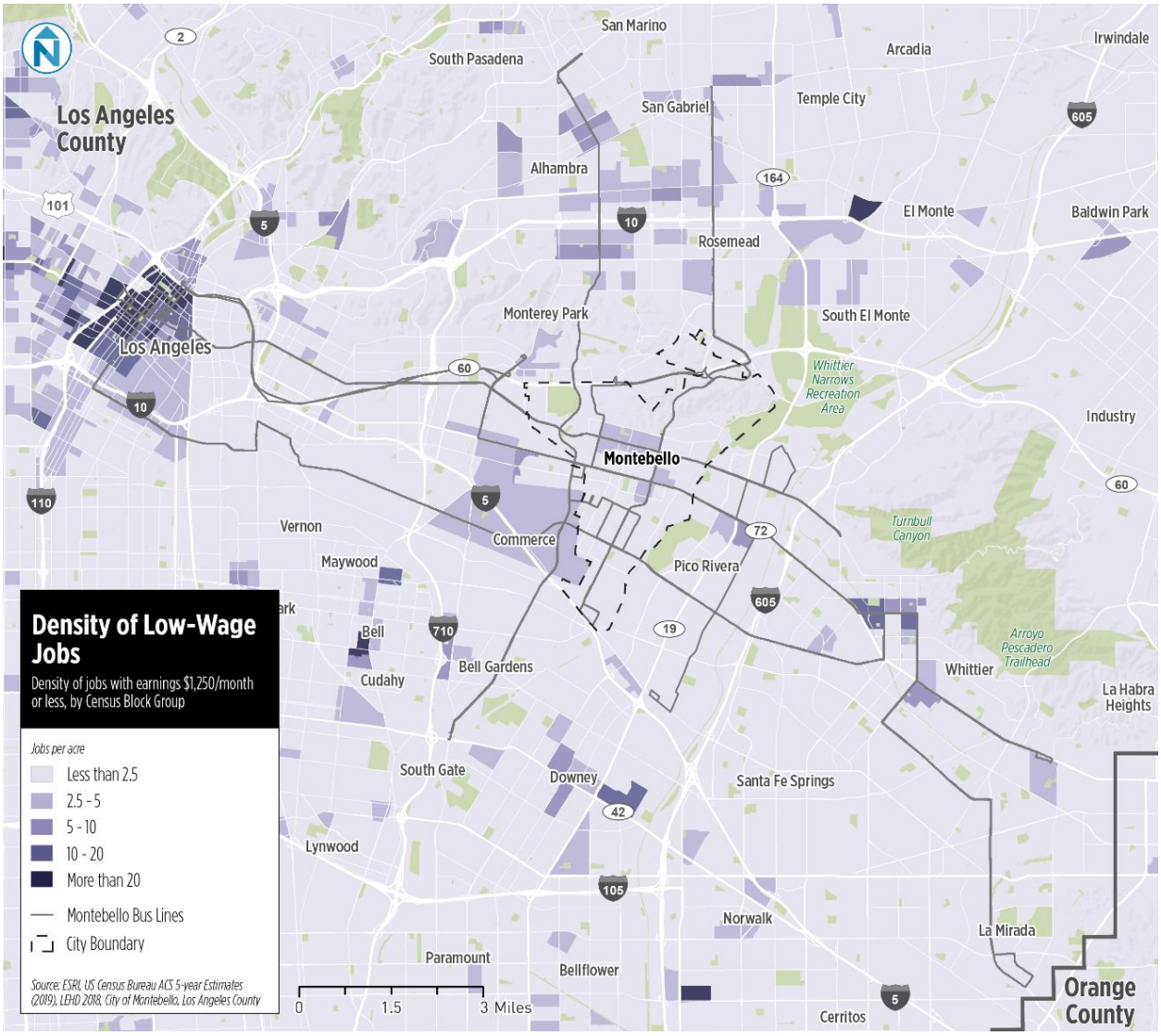
Figure 3-9 Employment Density



Low-Wage Jobs

Areas within the current Montebello Bus Lines service area that have the highest densities of low-wage jobs include Downtown Los Angeles and Uptown Whittier.

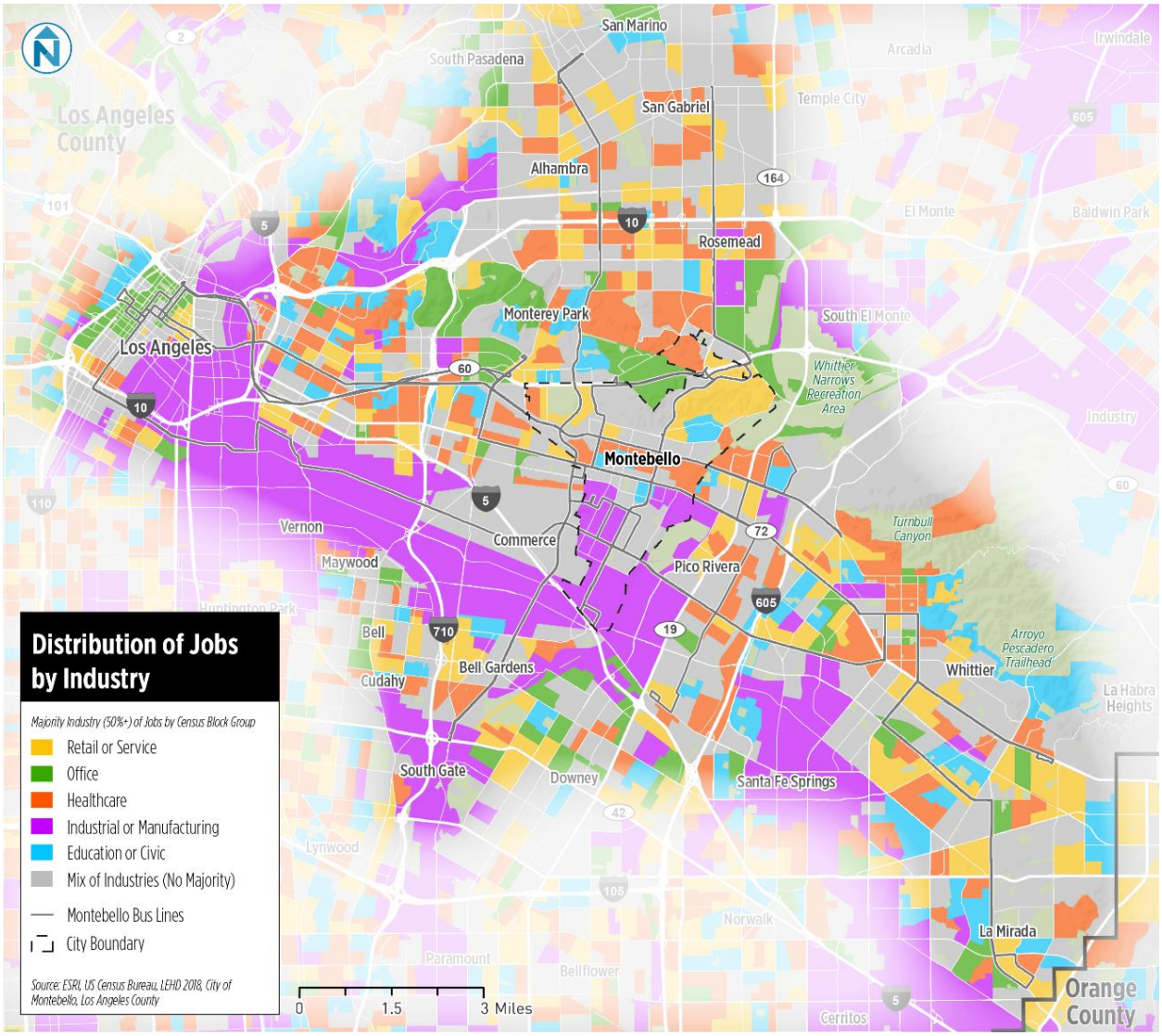
Figure 3-10 Density of Low-Wage Jobs



Jobs by Industry

Industrial jobs are prominent along the western half of Line 50. A mix of job types can be found along major corridors in the current Montebello Bus Lines service area, such as Whitter Boulevard, Beverly Boulevard, San Gabriel Boulevard, and Garfield Avenue.

Figure 3-11 Distribution of Jobs by Industry

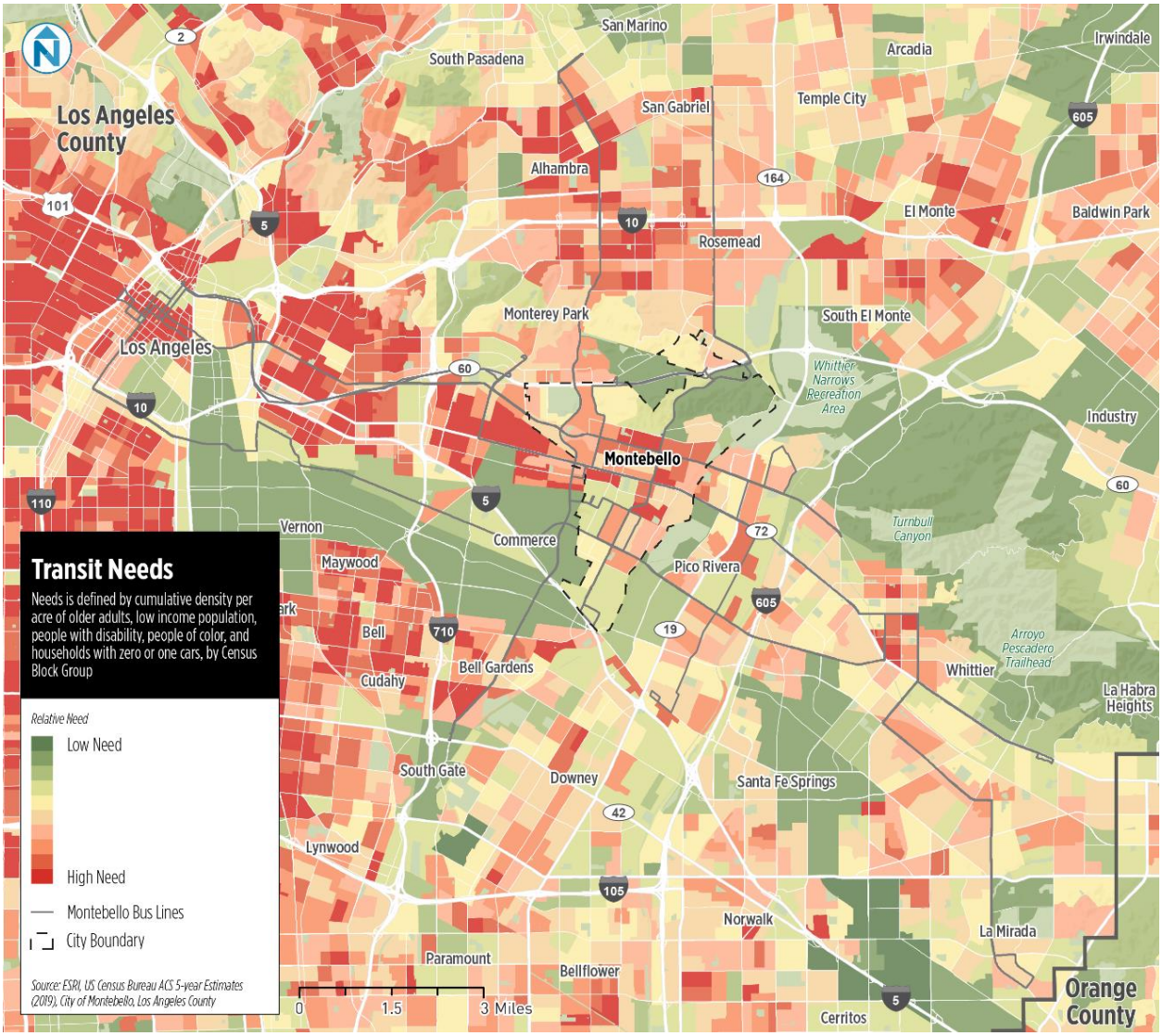


Transit Needs Index

Communities within the current Montebello Bus Lines service area that have the highest densities of persons with transit needs include:

- Alhambra
- Bell Gardens
- Boyle Heights
- East Los Angeles
- Montebello
- Monterey Park
- Rosemead

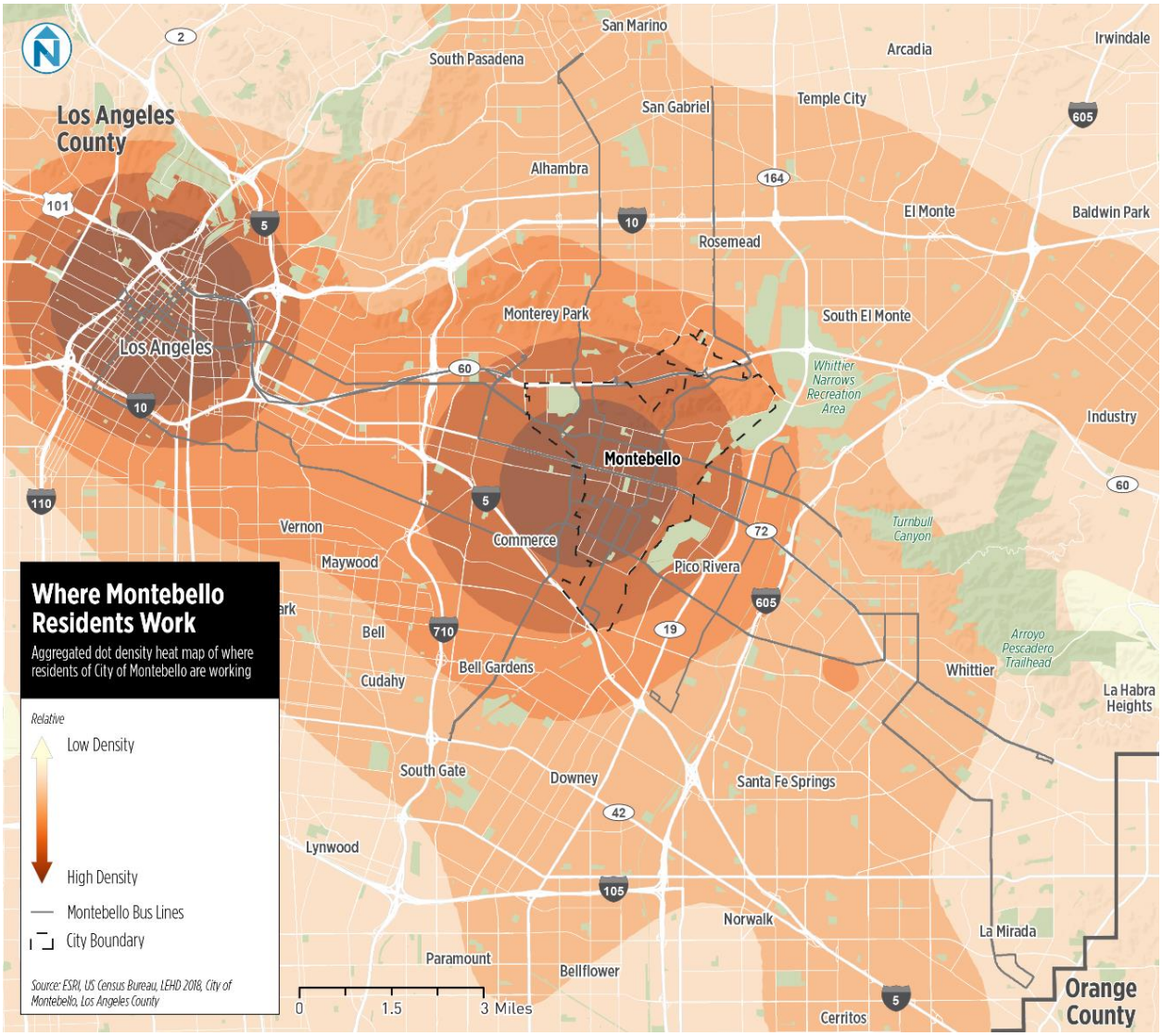
Figure 3-12 Transit Needs Index



Employment Density

Downtown Los Angeles and Montebello are the primary work destinations for residents of the City of Montebello.

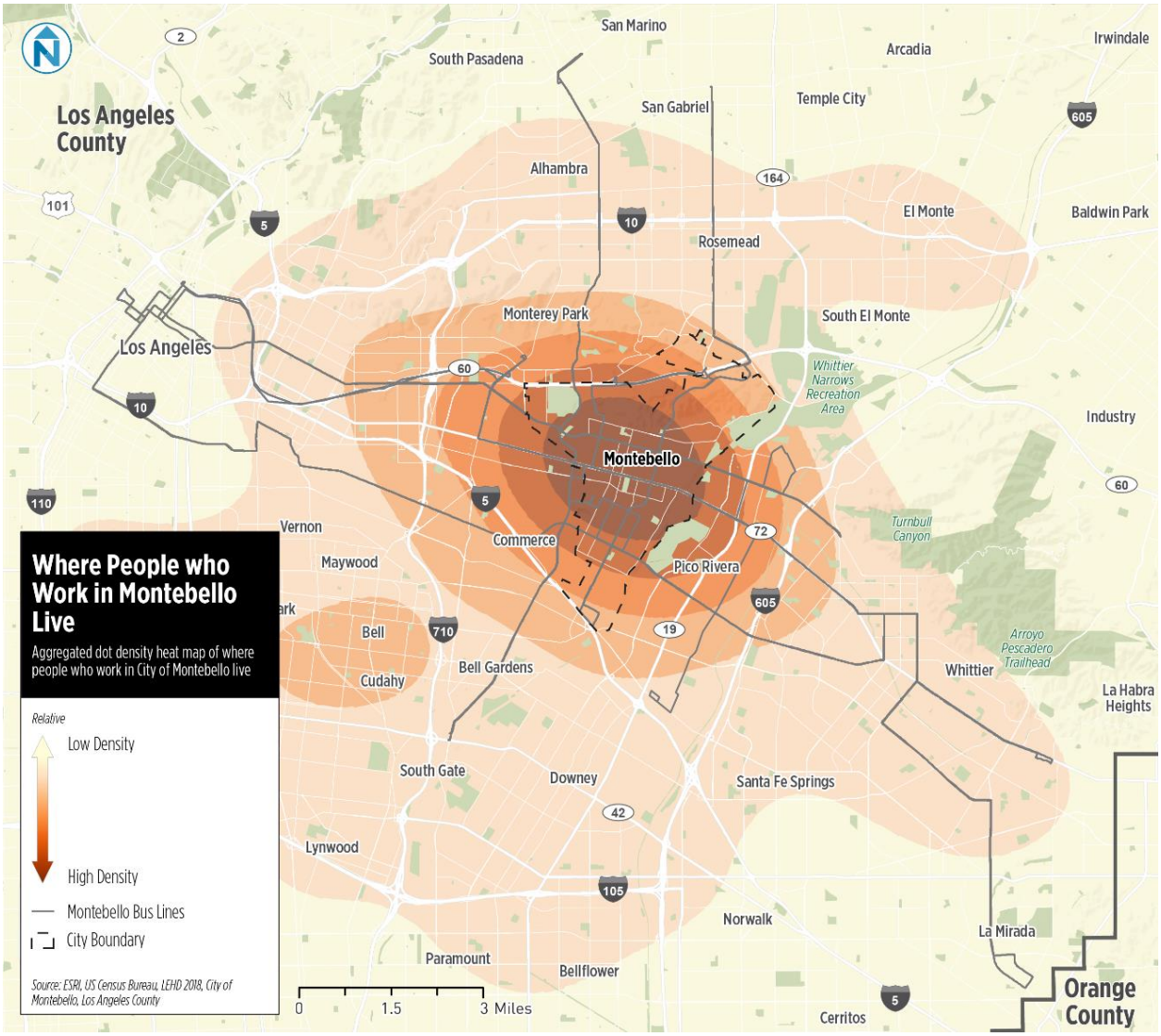
Figure 3-13 Where Montebello Residents Work



Employment Density

Persons employed in the City of Montebello most live within a five-mile radius of the city. Many employees also live in outlying communities such as Bell, Cudahy, Downey, Whittier, Alhambra, Rosemead, and El Monte.

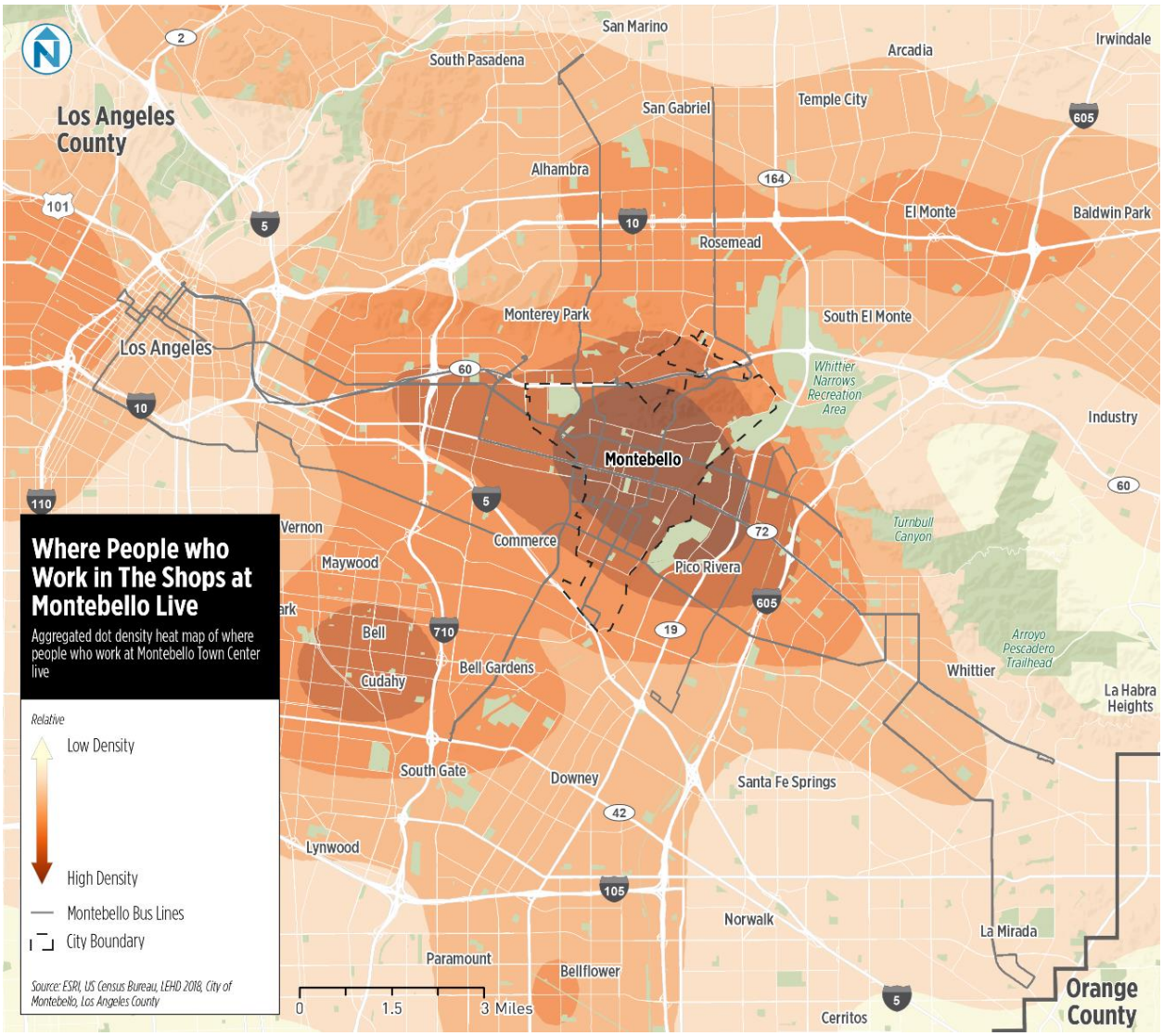
Figure 3-14 Where People Who Work in Montebello Live



Employment Density

The Shops at Montebello is a key destination and major employer within the City of Montebello. A high concentration of the Shops at Montebello employees live in Montebello, Pico Rivera, and East Los Angeles. Other communities with a high number of mall employees include Monterey Park, Alhambra, Rosemead, El Monte, Maywood, Bell, Cudahy, and Bell Gardens.

Figure 3-15 Where People Who Work at The Shops at Montebello Live



4 REGIONAL CONNECTIVITY

How does MBL connect with neighboring transit providers?

CONNECTING TRANSIT PROVIDERS

Montebello Bus Lines' expansive service area supports regional connectivity by providing transfer opportunities with nine transit providers. MBL connects to various modes including local bus, express bus, light rail, and commuter rail.

This chapter includes a summary of service operated by the following providers:

- LA Metro
- Monterey Park Spirit Bus
- Bell Gardens Transit
- Foothill Transit
- Norwalk Transit
- Rosemead Explorer
- Commerce Transit
- LA GO Shuttles
- Alhambra Community Transit

The route networks of Montebello Bus Lines and connecting regional transit providers are depicted in Figure 4-1.Connections between Montebello Bus Lines and routes operated by other transit providers are detailed in Figure 4-2.

Figure 4-1 Montebello Bus Lines and Connecting Transit Providers

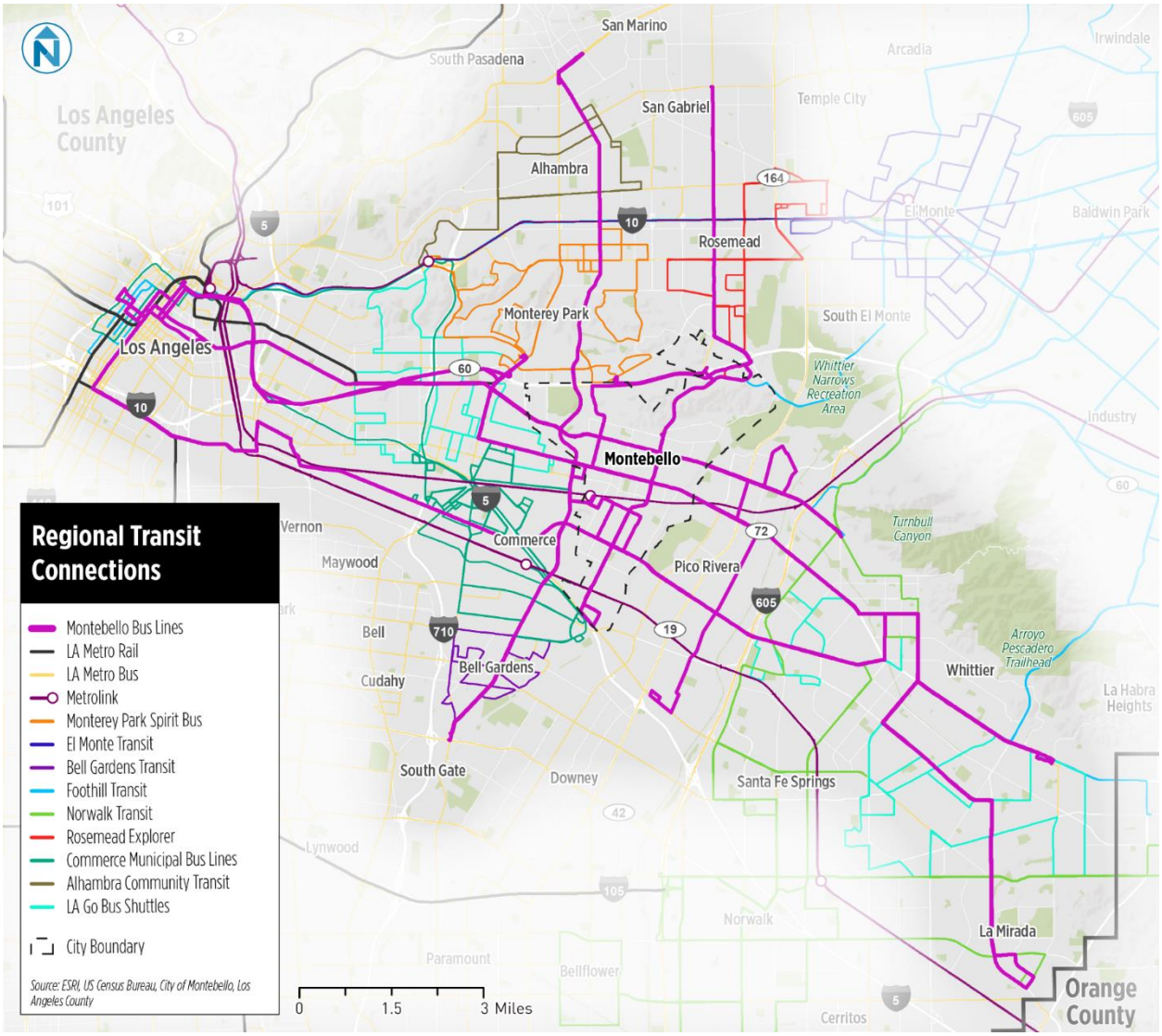


Figure 4-2 Regional Connections by Line/Route

Montebello Bus Line	LA Metro	Monterey Park Spirit	Foothill Transit	Norwalk Transit	Rosemead Explorer	Commerce Transit	LA GO
10 Whittier Blvd	70, 106, 120, 260, 265, 266	1, 2, 5	285	1, 7	-	-	-
20 San Gabriel Blvd	70, 76, 78, 106, 287, 487, 489	-	269	-	1, 2	-	-
30 Garfield Ave	18, 66, 70, 76, 78, 79, 106, 108, 110, 111, 115	1, 2, 3, 4, 5	-	-	-	100, 200, 300, 2000	100, 200, 300, 2000
40 Beverly Blvd	106, 251, 256, 258, 260, 266, 605, 665	-	274	1, 7	-	-	-
50 Washington Blvd	60, 62, 66, 120, 251, 258, 260, 265, 266	-	-	1, 7	-	-	-
60 Passons Blvd	62, 265, 266	-	-	-	-	-	-
70 Wilcox Ave	18, 66, 106, 287	5	269	-	1, 2	100, 300, 2000, 700	100, 300, 2000, 700
90 Downtown Express	260	-	274	1, 7	-	-	-

LA METRO BUS

LA Metro is the region's largest transit agency. Within the Montebello Bus Lines service area, LA Metro service predominantly runs east-west.

There are 25 LA Metro bus lines that provide connectivity to Montebello Bus Lines service. 24 of these lines operate seven days a week. Line 489 operates on weekdays only. Lines 487 and 489 are express services, the rest are local services. Lines 18, 66, 70, and 76 operate with frequencies of 15 minutes or better, seven days a week. Line 260 operates with a frequency of 15 minutes or better on weekdays with less frequent service on the weekend.

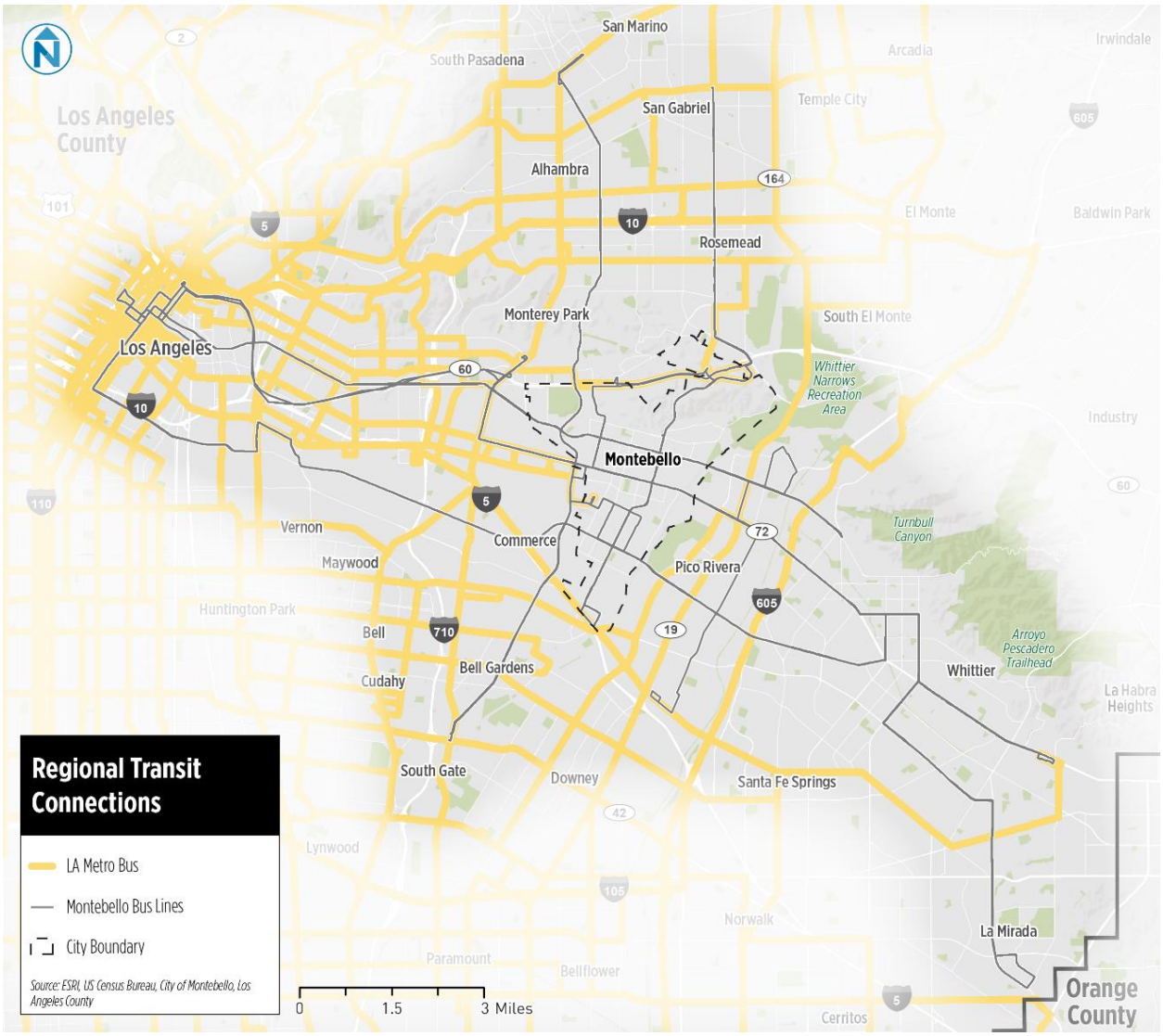
Route Connections

Montebello Bus Line	Availability	LA Metro Bus Line
10 Whittier Blvd	Weekdays Saturday Sunday	70: Downtown LA - El Monte via Cesar Chavez Av/Atlantic Bl/Garvey Av
		106: Monterey Park - Cal State LA - LA Union Station - Little Tokyo - Montebello via Garvey Av & 1st St
		120: Aviation/LAX Station - Whittwood Center via Imperial Hwy
		260: Altadena - Artesia Station via Fair Oaks Av-Atlantic Bl
		265: Pico Rivera - Lakewood Center Mall via Paramount Bl
		266: Sierra Madre Villa Station - Lakewood Center Mall via Rosemead Bl
20 San Gabriel Blvd	Weekdays Saturday Sunday	70: Downtown LA - El Monte via Cesar Chavez Av/Atlantic Bl/Garvey Av
		76: Downtown LA - El Monte via Valley Bl
		78: Downtown LA - Arcadia via Huntington Dr
		106: Monterey Park - Cal State LA - LA Union Station - Little Tokyo - Montebello via Garvey Av & 1st St
		287: El Monte Station - Arcadia Station via Santa Anita Av
		487: Downtown LA - Sierra Madre Villa Station
		489: Downtown LA - Temple City

Montebello Bus Line	Availability	LA Metro Bus Line
30 Garfield Ave	Weekday Saturday Sunday	18: Wilshire Western Station - Montebello Metrolink Station via 6th St & Whittier Bl
		66: Wilshire Center - Downtown LA - Montebello via 8th St - Olympic Bl
		70: Downtown LA - El Monte via Cesar Chavez Av/Atlantic Bl/Garvey Av
		76: Downtown LA - El Monte via Valley Bl
		78: Downtown LA - Arcadia via Huntington Dr
		79: Downtown LA - Arcadia via Las Tunas Dr
		106: Monterey Park - Cal State LA - LA Union Station - Little Tokyo - Montebello via Garvey Av & 1st St
		108: Marina Del Rey - Pico Rivera via Slauson Av
		110: Playa Vista - Bell Gardens via Jefferson Bl-Gage Av
		111: LAX City Bus Center - Norwalk Station via Florence Av
		115: Playa Del Rey - Norwalk via Manchester Av - Firestone Bl
40 Beverly Blvd	Weekday Saturday Sunday	106: Monterey Park - Cal State LA - LA Union Station - Little Tokyo - Montebello via Garvey Av & 1st St
		251: Cypress Park - Long Beach Blvd C Line (Green) Station via Soto St
		256: Commerce - Sierra Madre Villa Station via Eastern Ave-Ave 64-Washington Bl
		258: Highland Park/South Pasadena - Paramount via Fremont Av-Eastern Av
		260: Altadena - Artesia Station via Fair Oaks Av-Atlantic Bl
		266: Sierra Madre Villa Station - Lakewood Center Mall via Rosemead Bl
		605: LAC+USC Medical Center - Boyle Heights Shuttle
		665: Cal State LA - City Terrace Shuttle

Montebello Bus Line	Availability	LA Metro Bus Line
50 Washington Blvd	Weekday Saturday	60: Downtown LA - Artesia Station via Long Beach Bl
		62: Downtown LA - Hawaiian Gardens via Telegraph Rd
		66: Wilshire Center - Downtown LA - Montebello via 8th St - Olympic Bl
		120: Aviation/LAX Station - Whittwood Center via Imperial Hwy
		251: Cypress Park - Long Beach Blvd C Line (Green) Station via Soto St
		258: Highland Park/South Pasadena - Paramount via Fremont Av-Eastern Av
		260: Altadena - Artesia Station via Fair Oaks Av-Atlantic Bl
		265: Pico Rivera - Lakewood Center Mall via Paramount Bl
		266: Sierra Madre Villa Station - Lakewood Center Mall via Rosemead Bl
60 Passons Blvd	Weekday	62: Downtown LA - Hawaiian Gardens via Telegraph Rd
		265: Pico Rivera - Lakewood Center Mall via Paramount Bl
		266: Sierra Madre Villa Station - Lakewood Center Mall via Rosemead Bl
70 Wilcox Ave	Weekday	18: Wilshire Western Station - Montebello Metrolink Station via 6th St & Whittier Bl
		66: Wilshire Center - Downtown LA - Montebello via 8th St - Olympic Bl
		106: Monterey Park - Cal State LA - LA Union Station - Little Tokyo - Montebello via Garvey Av & 1st St
		287: El Monte Station - Arcadia Station via Santa Anita Av
90 Downtown Express	Weekday	260: Altadena - Artesia Station via Fair Oaks Av-Atlantic Bl

Figure 4-3 LA Metro Bus Network



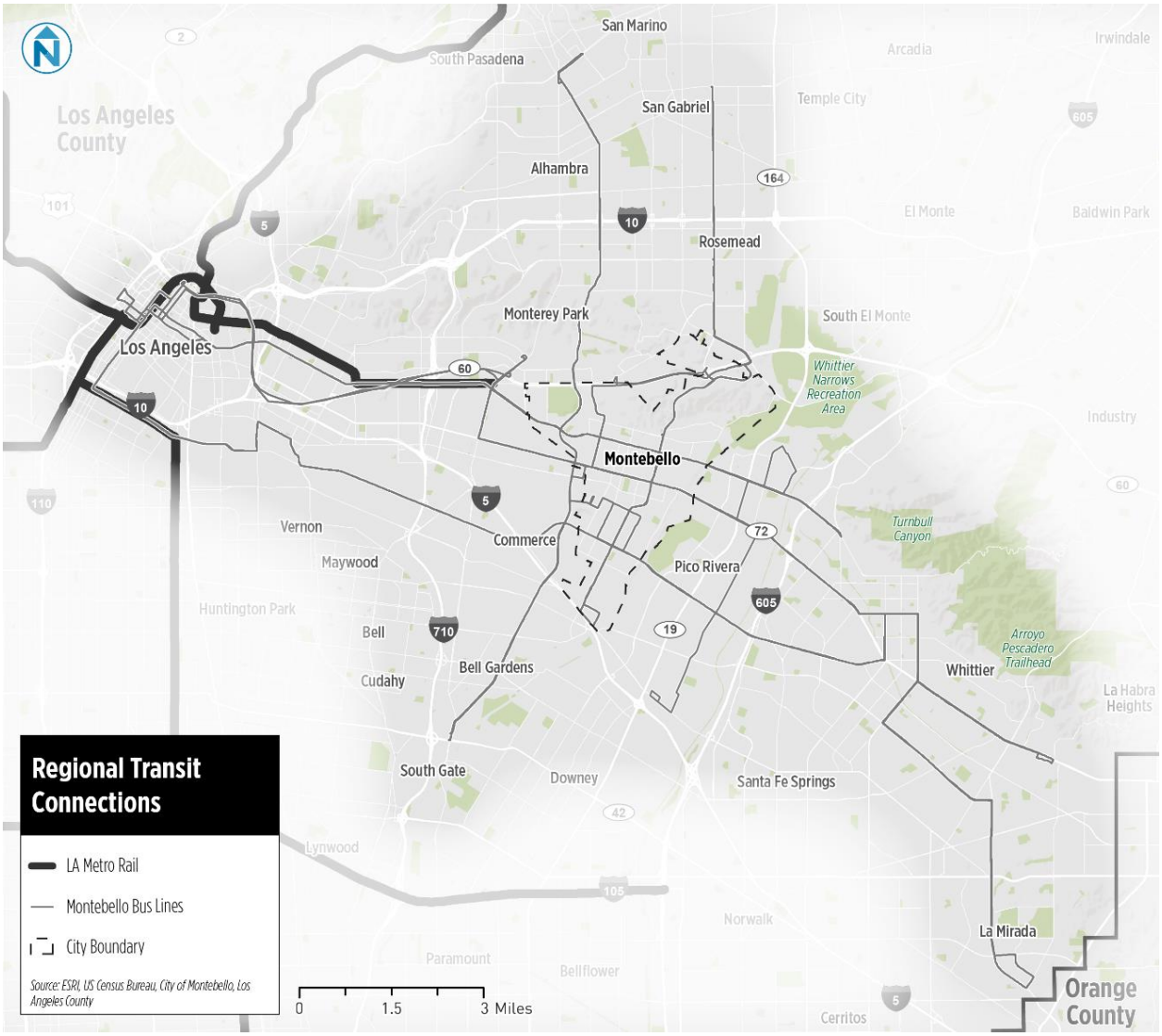
LA METRO RAIL

LA Metro also operates several rail lines in the region. Two rail lines, the Blue Line and Gold Line, directly connect with Montebello Bus Lines service.

The Blue Line runs from downtown Los Angeles to downtown Long Beach. Service operates from 3 AM to 1 AM daily. Service runs every 10 minutes during the weekday peak. Service runs every 12 minutes during the weekday midday and on weekends. Less frequent service is provided in the early morning and evening hours. Montebello Bus Line 50 connects with the Blue Line at Washington Station.

The Gold Line runs from Azusa to East Los Angeles. Service operates from 3 AM to 1 AM daily. Service runs every 10 minutes during the weekday peak. Service runs every 12 minutes during the weekday midday and on weekends. Less frequent service is provided in the early morning and evening hours. Montebello Bus Line 10 connects with the Gold Line at Atlantic Station. Montebello Bus Line 40 connects with the Gold Line at several stations along E 3rd Street: Indiana, Maravilla, East LA Civic Center, and Atlantic Stations.

Figure 4-4 LA Metro Rail Network



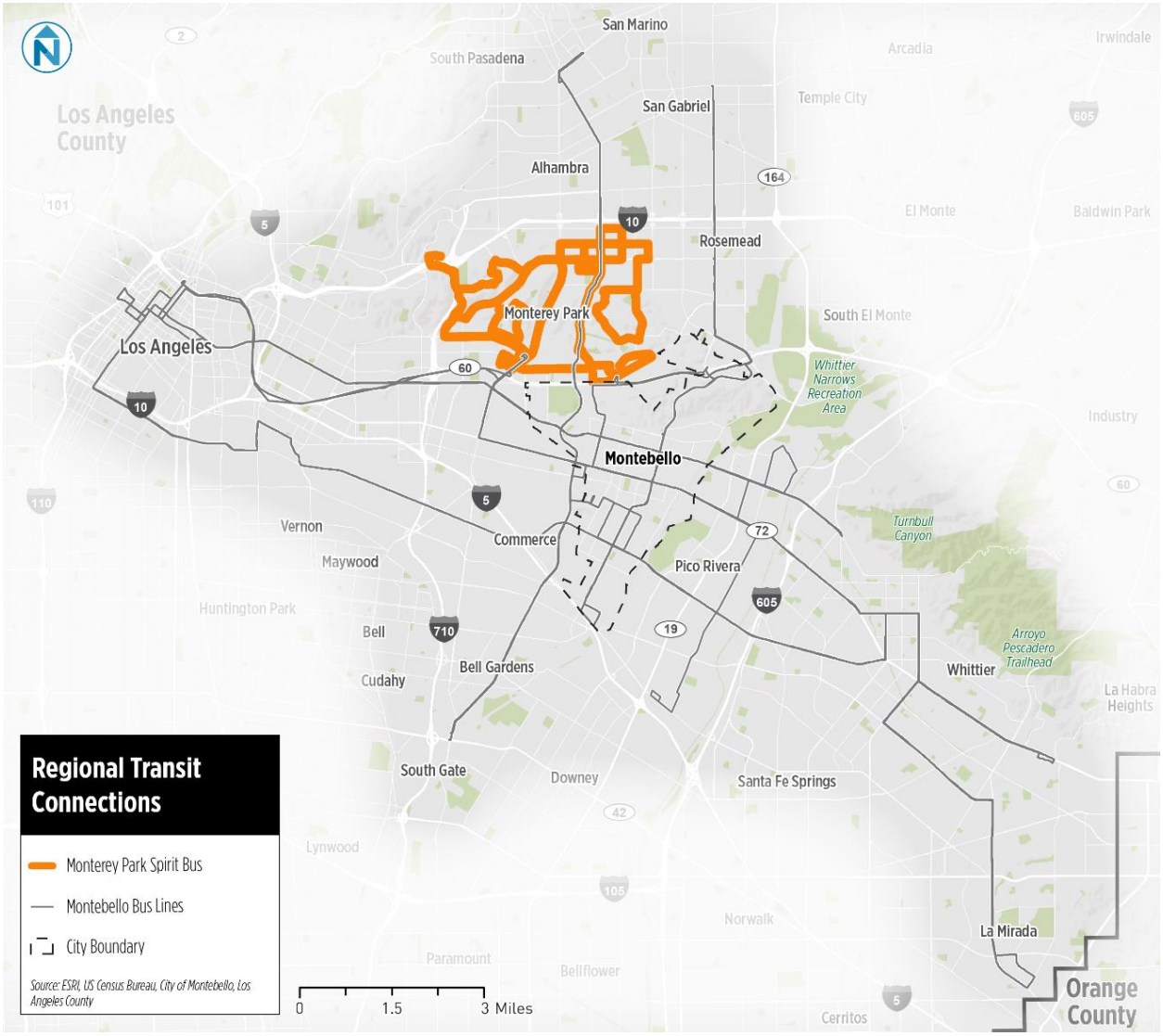
MONTEREY PARK SPIRIT BUS

Monterey Park's Spirit Bus has been suspended indefinitely due to COVID-19 with service restoration being evaluated on a month-to-month basis. Prior to the pandemic, the system operated five fixed routes, which provided circulation within Monterey Park city limits. All five used to connect to Montebello Bus Lines service as follows.

Route Connections

Montebello Bus Line	Availability	Monterey Park Spirit Bus Route	Availability		
10 Whittier Blvd	Weekday Saturday Sunday	1	Weekday	Saturday	
		2	Weekday	Saturday	
		5	Weekday		
30 Garfield Ave	Weekday Saturday Sunday	1	Weekday	Saturday	
		2	Weekday	Saturday	
		3	Weekday	Saturday	
		4	Weekday	Saturday	
		5	Weekday		
70 Wilcox Ave	Weekday	5	Weekday		

Figure 4-5 Monterey Park Spirit Network



BELL GARDENS TRANSIT

The City of Bell Gardens operates a single fixed route. Branded as the Town Trolley Bus, the service operates Monday through Saturday from 6:30 AM to 5:30 PM. Service is provided every 20 minutes and connects with Montebello Bus Line 30 at various points along Garfield Avenue in Bell Gardens city limits.

Figure 4-6 Bell Gardens Transit Network



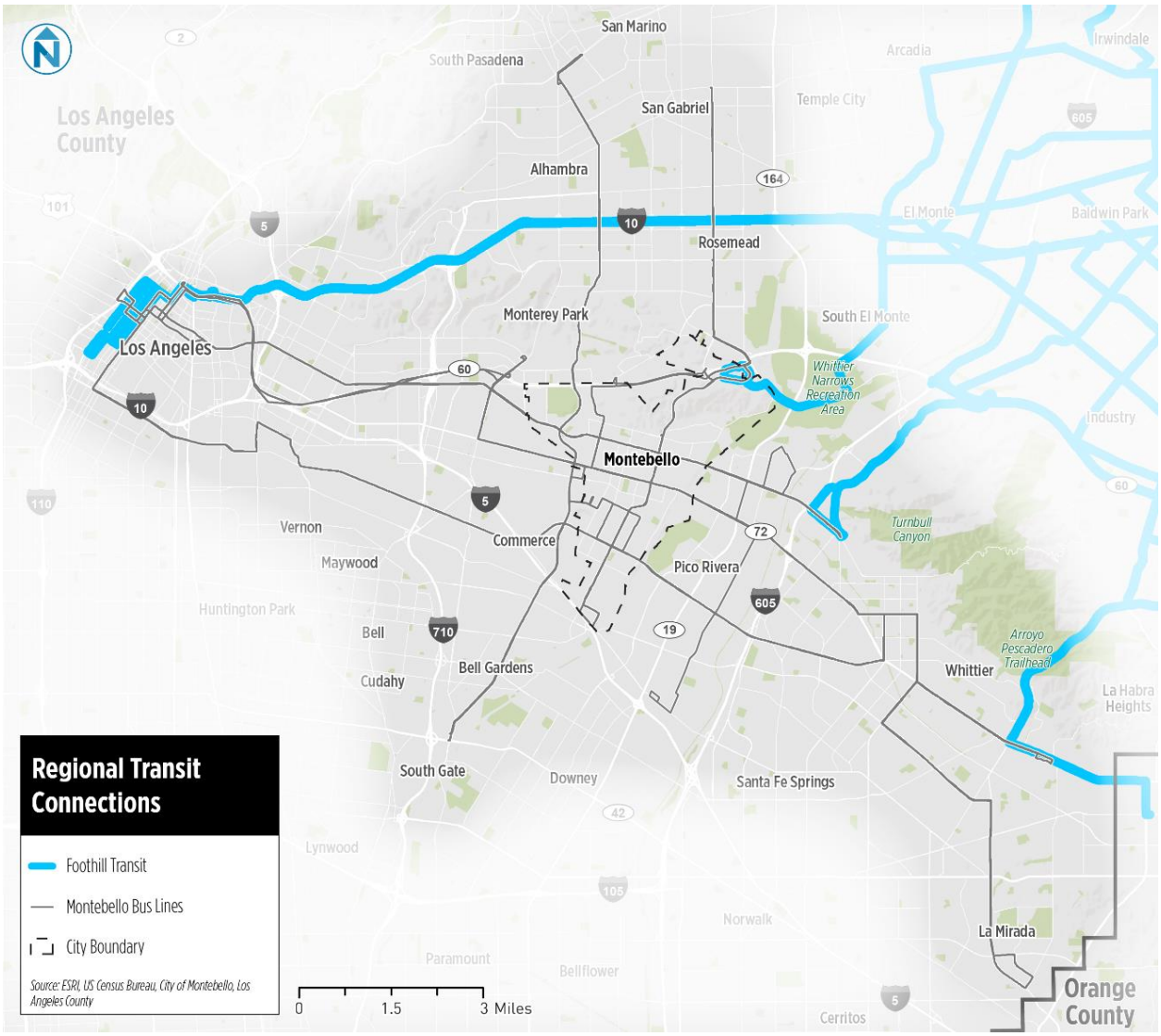
FOOTHILL TRANSIT

Foothill Transit is the regional transit provider for the San Gabriel and Pomona Valley. They operate a total of 39 fixed routes. Three lines connect to Montebello Bus Lines, which provide service to Rio Hondo College, the Puente Hills Mall, the El Monte Hospital. Connections to Foothill Transit are made in the southwest corner of their service area. All three Foothill Transit lines offer service seven days a week. Foothill Transit's Line 274 and 285 operate hourly on weekdays, while Line 269 operates every 30 minutes. On weekends, Lines 269 and 285 operate hourly while Line 274 operates every 45 minutes.

Route Connections

Montebello Bus Line	Availability	Foothill Transit Line	Availability		
10 Whittier Blvd	Weekday Saturday Sunday	285: Puente Hills Mall – Whittier Hospital – La Habra	Weekday	Saturday	Sunday
20 San Gabriel Blvd	Weekday Saturday Sunday	269: El Monte Station – The Shops at Montebello	Weekday	Saturday	Sunday
40 Beverly Blvd	Weekday Saturday Sunday	274: Baldwin Park – Industry – Whittier	Weekday	Saturday	Sunday
70 Wilcox Ave	Weekday	269: El Monte Station – The Shops at Montebello	Weekday	Saturday	Sunday
90 Downtown Express	Weekday	274: Baldwin Park – Industry – Whittier	Weekday	Saturday	Sunday

Figure 4-7 Foothill Transit Network



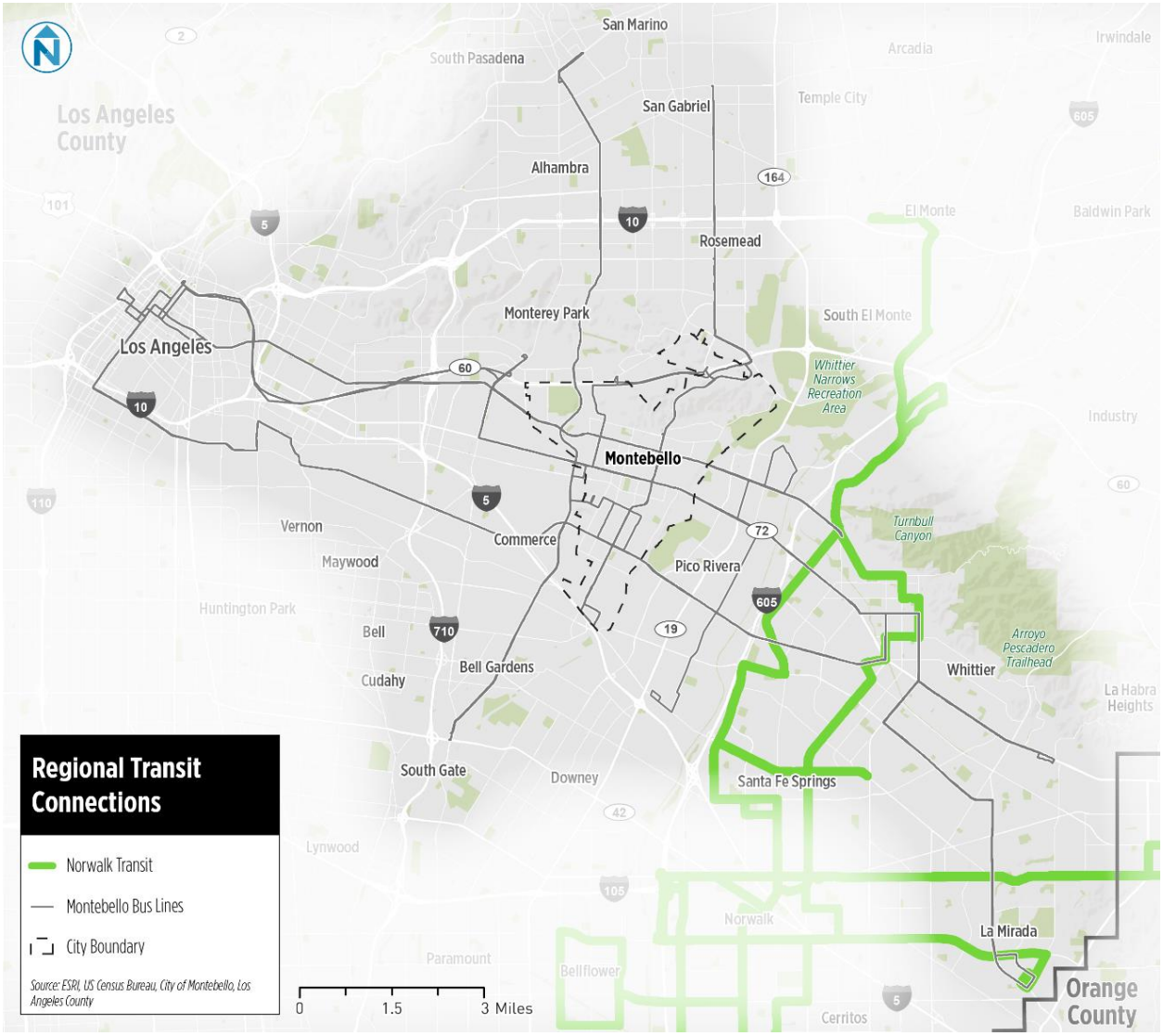
NORWALK TRANSIT

Norwalk Transit operates six fixed routes which serve the City of Norwalk and surrounding communities. Two routes connect to Montebello Bus Lines as follows.

Route Connections

Montebello Bus Line	Availability	Norwalk Transit Route	Availability		
10 Whittier Blvd	Weekday Saturday Sunday	1: Rio Hondo/Bellflower	Weekday	Saturday	Sunday
		7: Green Line Station/El Monte Station	Weekday	Saturday	
40 Beverly Blvd	Weekday Saturday Sunday	1: Rio Hondo/Bellflower	Weekday	Saturday	Sunday
		7: Green Line Station/El Monte Station	Weekday	Saturday	
50 Washington Blvd	Weekday Saturday	1: Rio Hondo/Bellflower	Weekday	Saturday	Sunday
		7: Green Line Station/El Monte Station	Weekday	Saturday	
90 Downtown Express	Weekday	1: Rio Hondo/Bellflower	Weekday	Saturday	Sunday
		7: Green Line Station/El Monte Station	Weekday	Saturday	

Figure 4-8 Norwalk Transit Network



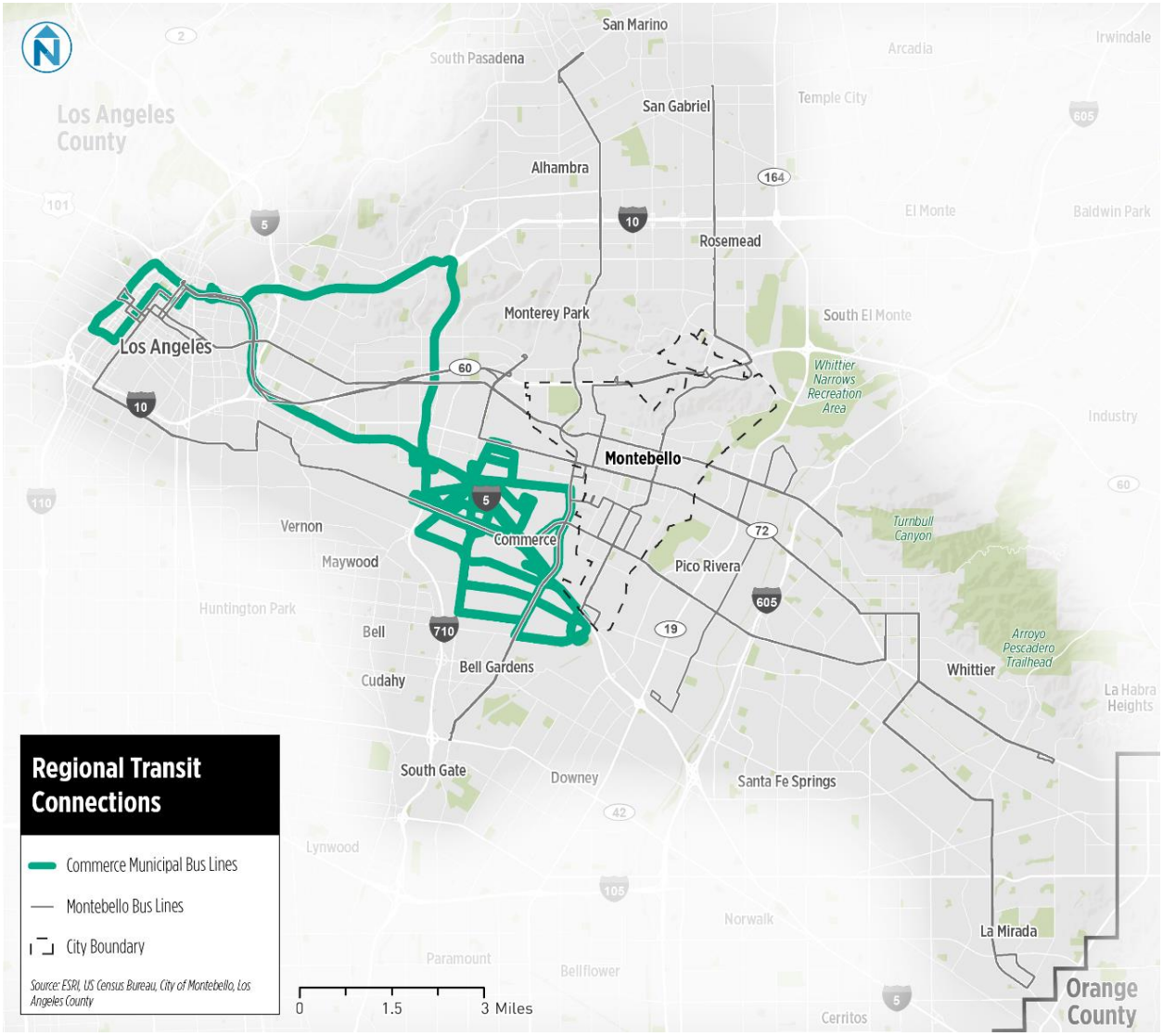
COMMERCE TRANSIT

The City of Commerce operates eight regular bus routes. They also operate two special Sunday church and shopping routes, and a couple trippers on weekdays. All eight of the regular routes connect with Montebello Bus Lines service as follows.

Route Connections

Montebello Bus Line	Availability	Commerce Transit Route	Availability		
30 Garfield Ave	Weekday Saturday Sunday	100 Green Route	Weekday	Saturday	
		200 Orange Route	Weekday		
		300 Yellow Route	Weekday		
		2000 Purple Route	Weekday		
50 Washington Ave	Weekday	100 Green Route	Weekday	Saturday	
		200 Orange Route	Weekday		
		300 Yellow Route	Weekday		
		400 Red Route	Weekday	Saturday	
		500 Blue Route	Weekday	Saturday	
		600 Citadel Express Route	Weekday	Saturday	Sunday
		700 26th Street Shuttle	Weekday		
70 Wilcox Ave	Weekday	100 Green Route	Weekday	Saturday	
		300 Yellow Route	Weekday		
		2000 Purple Route	Weekday		
		700 26th Street Shuttle	Weekday		

Figure 4-9 Commerce Transit Network



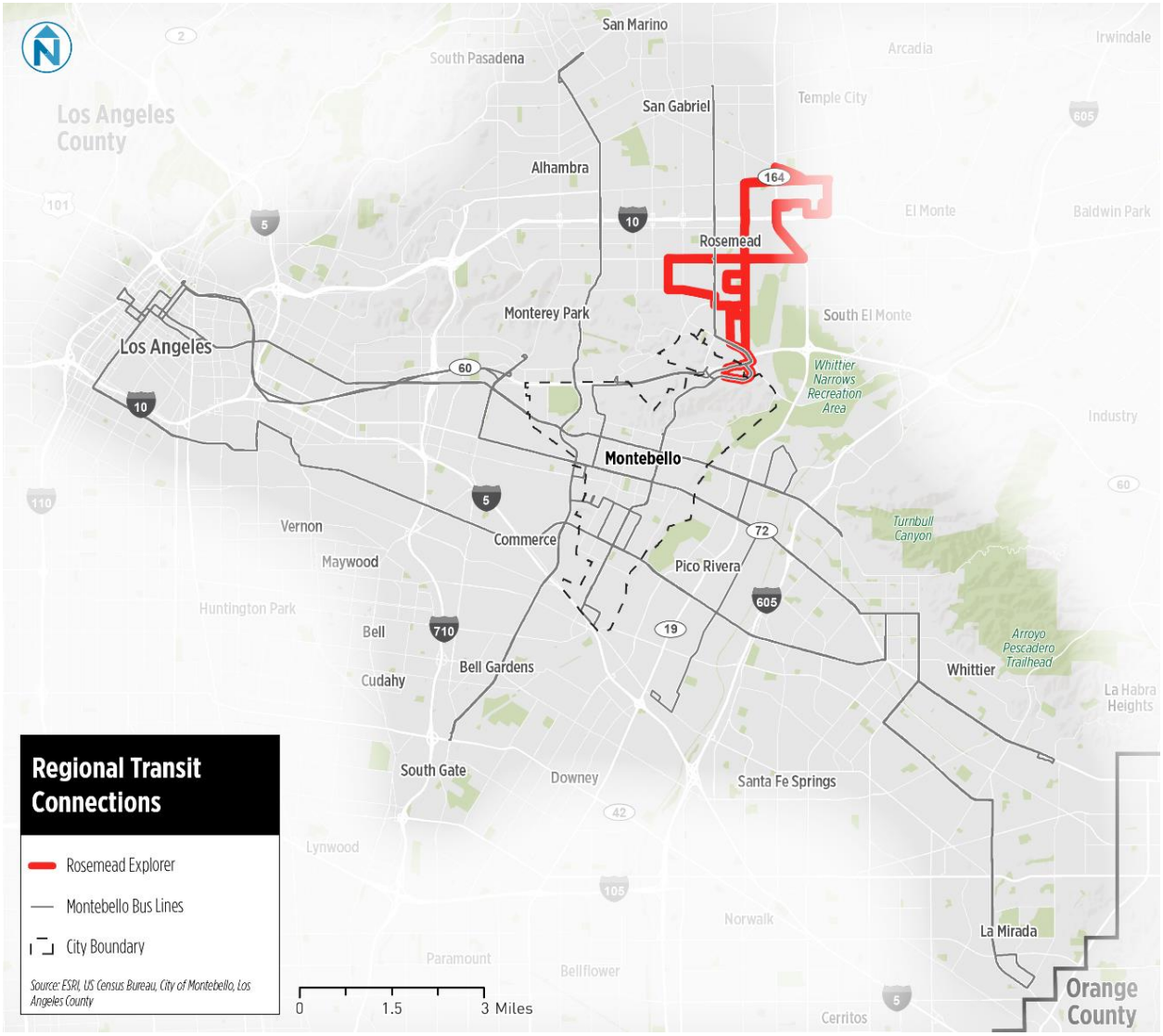
ROSEMEAD EXPLORER

The City of Rosemead operates two routes as part of its Rosemead Explorer service. Both routes connect with Montebello Bus Lines service as follows. The primary connection point for both Rosemead Explorer routes is at the Shops at Montebello

Route Connections

Montebello Bus Line	Availability	Rosemead Explorer Route	Availability		
20 San Gabriel Blvd	Weekday Saturday Sunday	1	Weekday	Saturday	Sunday
		2	Weekday	Saturday	Sunday
70 Wilcox Ave	Weekday	1	Weekday	Saturday	Sunday
		2	Weekday	Saturday	Sunday

Figure 4-10 Rosemead Explorer Network



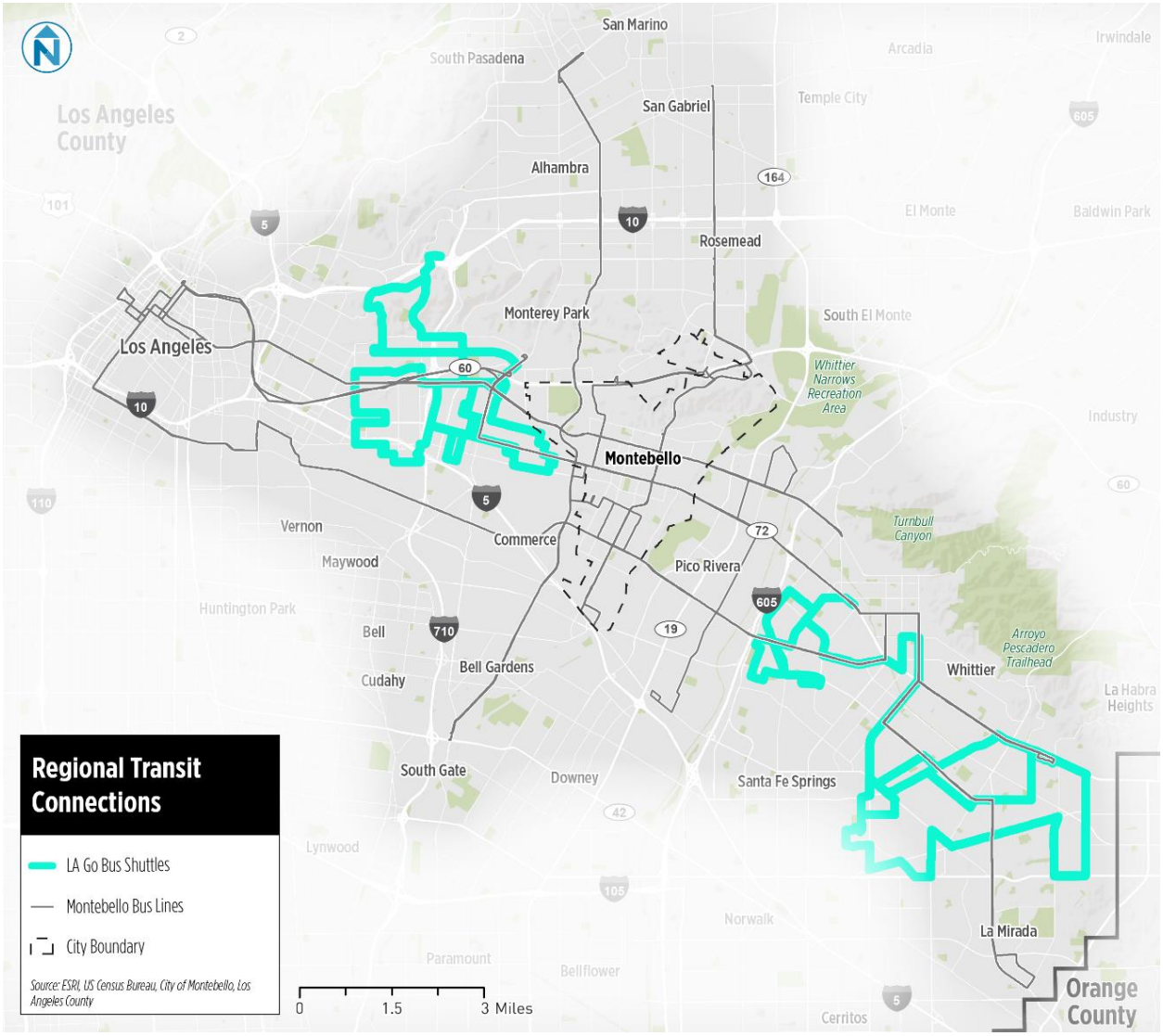
LA GO SHUTTLES

Los Angeles County funds several shuttle services under its LA GO shuttle program. There are two LA GO shuttle services that directly connect with Montebello Bus Lines service: El Sol Shuttle and Sunshine Shuttle. Both shuttle services operate three routes. All routes connect to Montebello Bus Lines service as follows.

Route Connections

Montebello Bus Line	Availability	Shuttle Route	Availability		
10 Whittier Blvd	Weekday Saturday Sunday	El Sol Shuttle - City Terrance/East LA Route	Weekday	Saturday	Sunday
		El Sol Shuttle - Whittier Blvd/Saybrook Park Route	Weekday	Saturday	Sunday
		Sunshine Shuttle - Route A	Weekday	Saturday	
30 Garfield Ave	Weekday Saturday Sunday	Sunshine Shuttle - Route B	Weekday	Saturday	
40 Beverly Blvd	Weekday Saturday Sunday	El Sol Shuttle - City Terrance/East LA Route	Weekday	Saturday	Sunday
		El Sol Shuttle - Whittier Blvd/Saybrook Park Route	Weekday	Saturday	Sunday
		El Sol Shuttle - Union Pacific/Salazar Park Route	Weekday	Saturday	Sunday
50 Washington Blvd	Weekday Saturday	Sunshine Shuttle - Route A	Weekday	Saturday	
		Sunshine Shuttle - Route B	Weekday	Saturday	
		Sunshine Shuttle - Route C	Weekday		

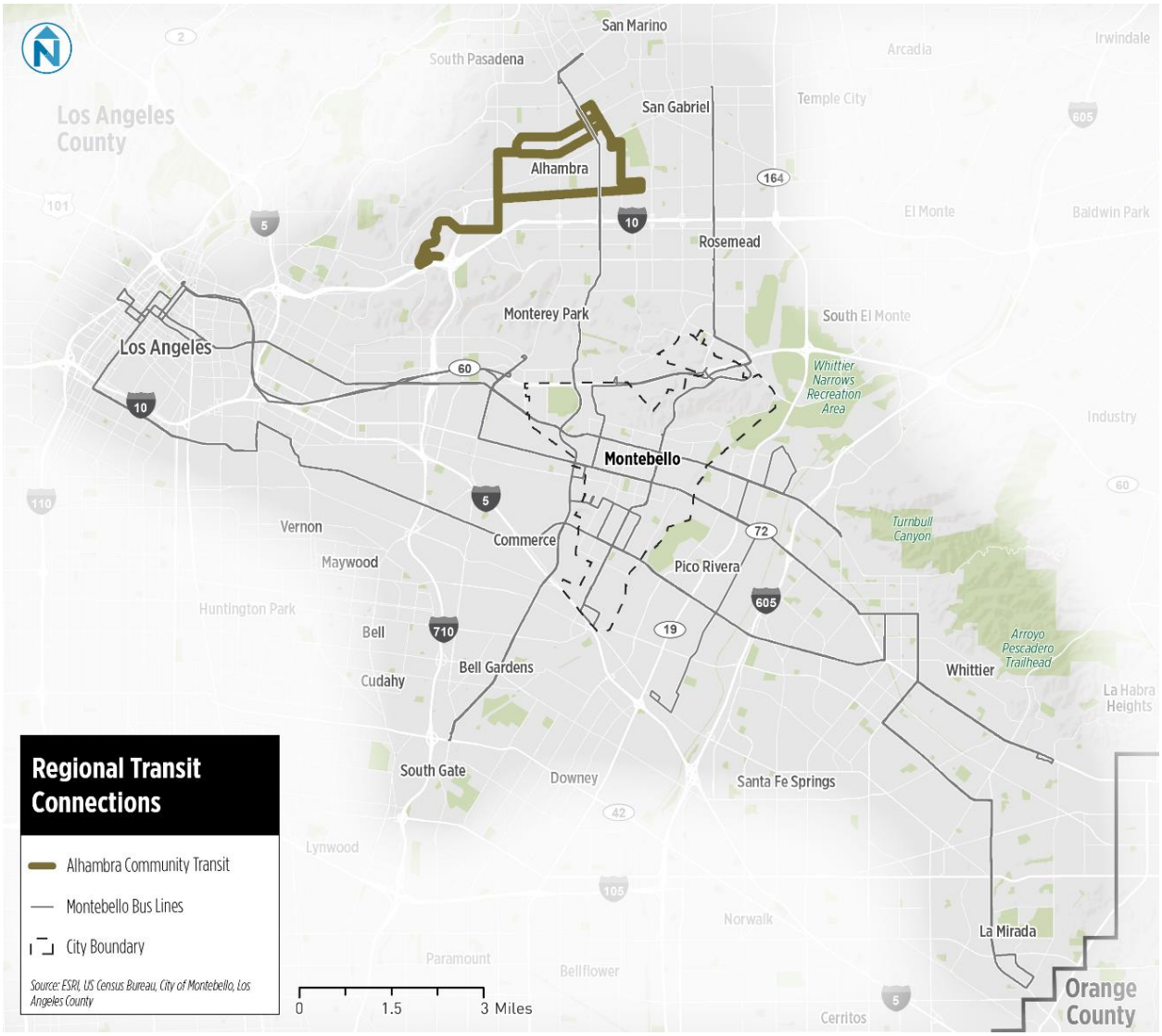
Figure 4-11 LA Go Bus Network



ALHAMBRA COMMUNITY TRANSIT

The City of Alhambra funds two fixed route services, the Blue and Green Lines, that operate predominantly within city limits and provide connectivity to Metrolink service. Both lines connect with Montebello Bus Line 30 on Garfield Avenue. Blue Line service operates during weekday peak periods only, while the Green Line operates all day on weekdays and Saturday.

Figure 4-12 Alhambra Community Transit Network



5 COMMUNITY FEEDBACK

What does the community think about MBL service?

This chapter provides an overview of the key themes and takeaways identified during Phase I of public outreach for Montebello Moves. Phase I is intended to identify aspects of the MBL system that are working well, that are not working well, and community priorities for service improvements.

VIRTUAL PUBLIC MEETING

A virtual public meeting was held on Tuesday, October 28, 2021, from 6:00 p.m. to 7:00 p.m. and included simultaneous Spanish interpretation on Zoom. The meeting included a presentation on the project background, key findings from the existing conditions analysis, and highlighted opportunities for engagement throughout the project.

The virtual public meeting also included a series of interactive polling questions using the Mentimeter platform as well as a question-and-answer session.

While the virtual public meeting only had four participants, English and Spanish recordings were posted on the City of Montebello's YouTube page and have received a combined 39 views as of early December 2021.

POP-UP EVENTS

The project team attended the City of Montebello's 101st Anniversary Event at City Park on October 16, 2021, from 11:00 a.m. to 4:00 p.m. The project team staffed a booth in which they distributed project fact sheets, spoke to attendees about the project and encouraged visitors to take the community survey.



STAKEHOLDER ENGAGEMENT

Two stakeholder meetings were held on October 21, 2021, and included representatives from educational institutions, community based and service organizations, major employers, school districts, and other stakeholder organizations in Montebello and neighboring cities. The list of stakeholder organizations that attended one of the two sessions include:

- The Shops at Montebello
- Montebello – Unified School District
- City of Montebello, Parks Department
- City of Montebello, Senior Programs
- Montebello Lions Club
- Beverly Hospital
- Los Angeles County Library
- YMCA Montebello – Commerce

Each session began with a presentation that included information on project background, key findings from the existing conditions analysis, and highlighted opportunities for engagement throughout the project. Following this presentation, stakeholder representatives encouraged to participate in a discussion regarding what is working well for MBL, how MBL can improve, and what aspects of service are most important. The key themes and takeaways from these discussions are shown in **Error! Reference source not found.** and include:

- A need for improved information and wayfinding
- A need for later evening service to meet more trip purposes
- There are opportunities to improve connections with other regional services

Figure 5-1 Stakeholder Interview Discussion Themes

Theme	Comments
Destinations	▪ Partnerships with other transit hubs - for example connecting to Norwalk Green Line. ▪ Connecting people to community services. ▪ Connect parks and public spaces with fixed route between schools and parks.
Reliability	▪ Buses being on time is very important to these bus riders.
Real-Time Information	▪ Kiosk with bus schedules at key destinations or QR codes to get more information. ▪ Digital divide makes it harder to track information on the web or from an app. ▪ Could we have a scrolling video screen of bus times.
Rider Education/Information	▪ People are not aware of how to use the bus and how to get to the bus. Approximately 30% of the questions received by The Shops at Montebello are regarding MBL and how to find the bus stops. Tells them they are not sure how to travel and use the buses. ▪ There is not good advertisement to where the bus goes and destinations you can reach.
Bus Stops	▪ The high number of stops is good for the community. ▪ City does not respond to repair requests for lighting or graffiti removable. ▪ Bus stop maintenance is lacking. ▪ Bus stop improvements needed to provide better protection against natural elements.
Website and Digital Outreach	▪ Website is difficult to navigate. ▪ Live tracking on the website and more real-time information at bus stops would be helpful. ▪ Consider technology limited users (Seniors) and ADA compliant on-site notifications. ▪ Utilize social media to raise awareness of bus routes. ▪ Include more graphics when sharing resources.
Span of Service	▪ Need for later service to account for people that have late work shifts.
Image	▪ Clean exterior of buses.

ON-BOARD SURVEY

An on-board survey was conducted between October 6 and October 10, 2021. Surveys were distributed on all eight MBL routes. Over the course of the five-day survey period, a total of 713 surveys were received. The survey sampling method was designed to capture a representative sample of the system population. Surveys were collected during peak and off-peak times and on all directions of travel. Survey instruments were available in English, Spanish, and Chinese.

Trip Purpose

Figure 5-2 shows the purpose of trips both for the entire survey sample and categorized by ridership frequency. Overall, 60% of riders use transit to get to and from work, 15% to get to and from school, and 11% for shopping and errands. Medical, recreation, and other trip purposes make up a relatively small share of trips (6%, 3%, and 5%, respectively). Respondents that ride transit more frequently are more likely to take transit for work, while less frequent riders are more likely to use transit to reach medical appointments or to run errands.

Figure 5-2 On-Board Survey Trip Purpose by Frequency of Riding

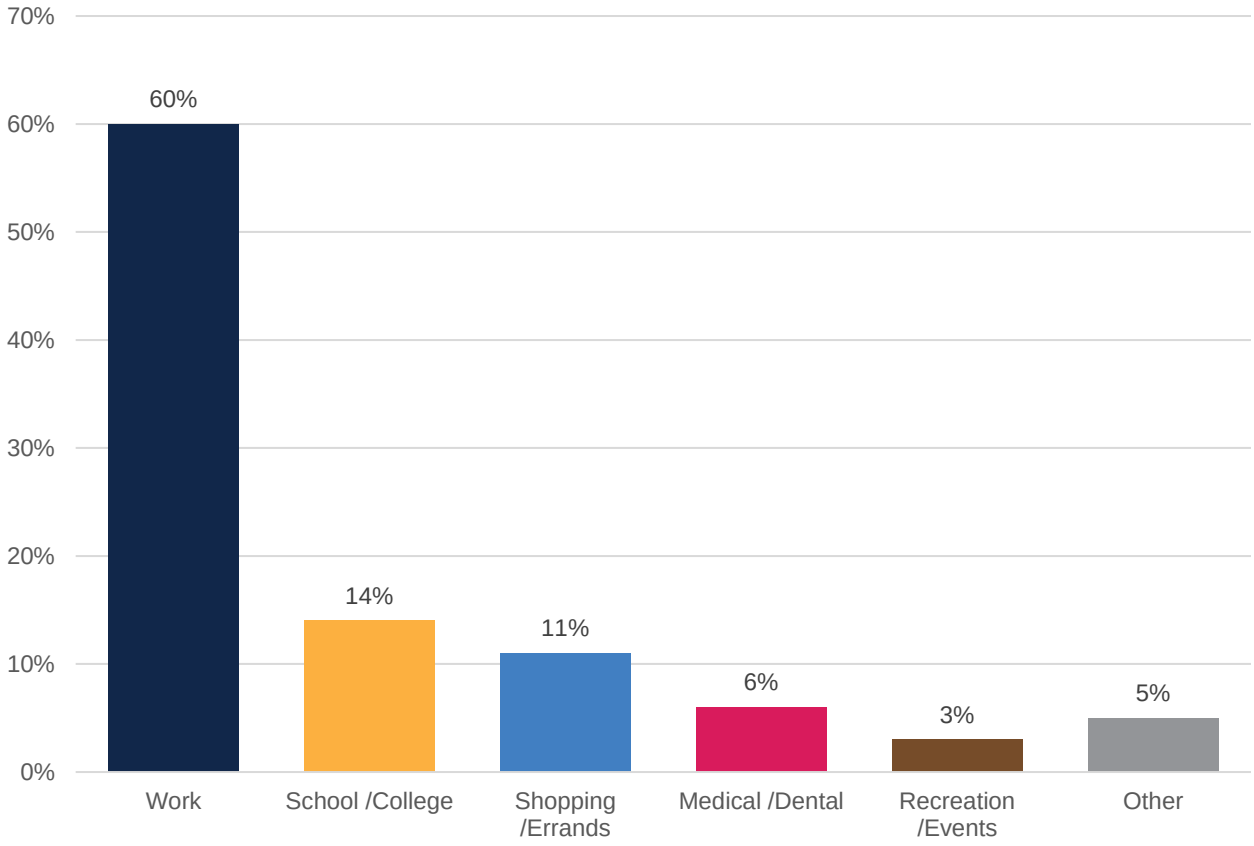
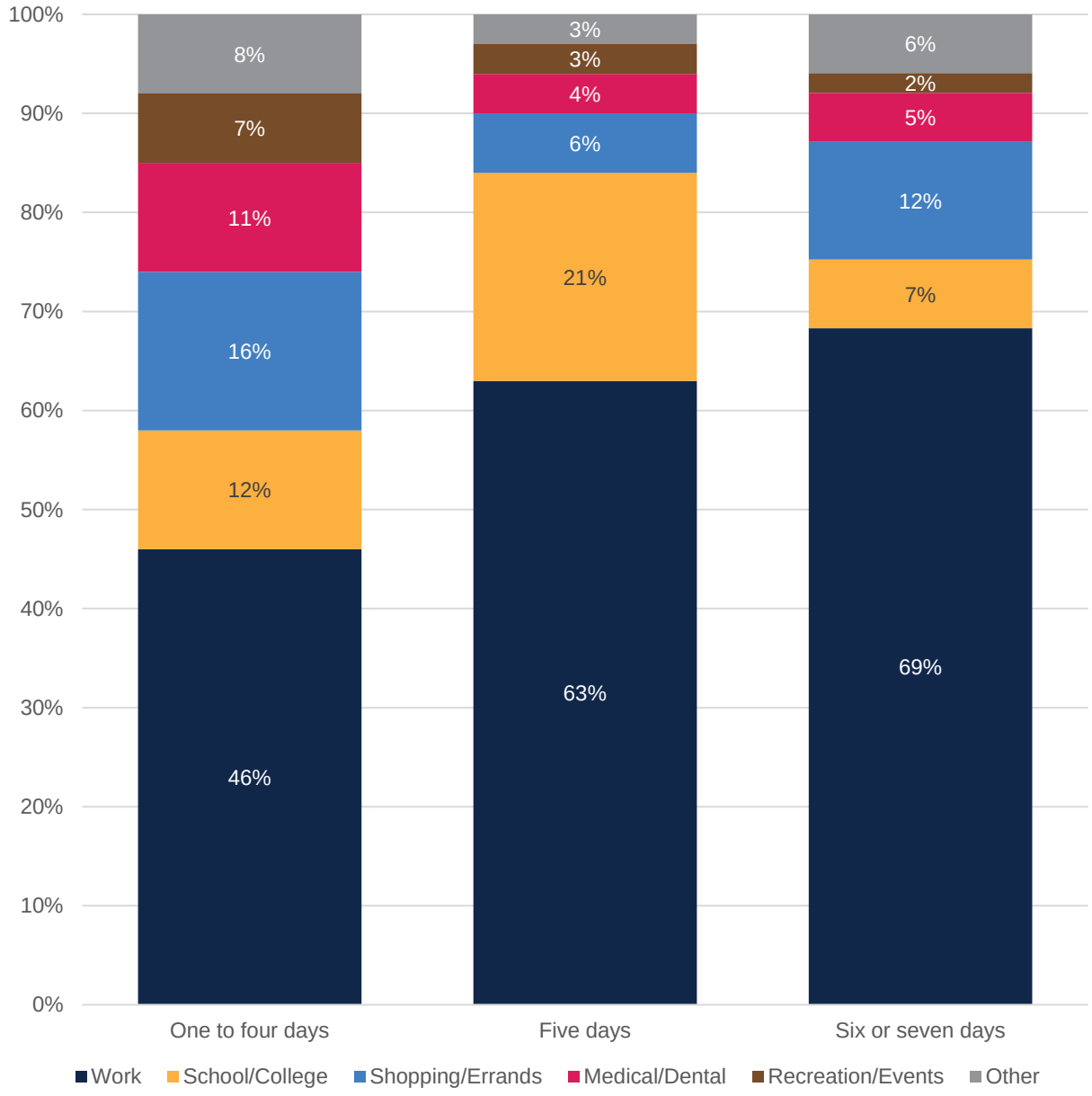


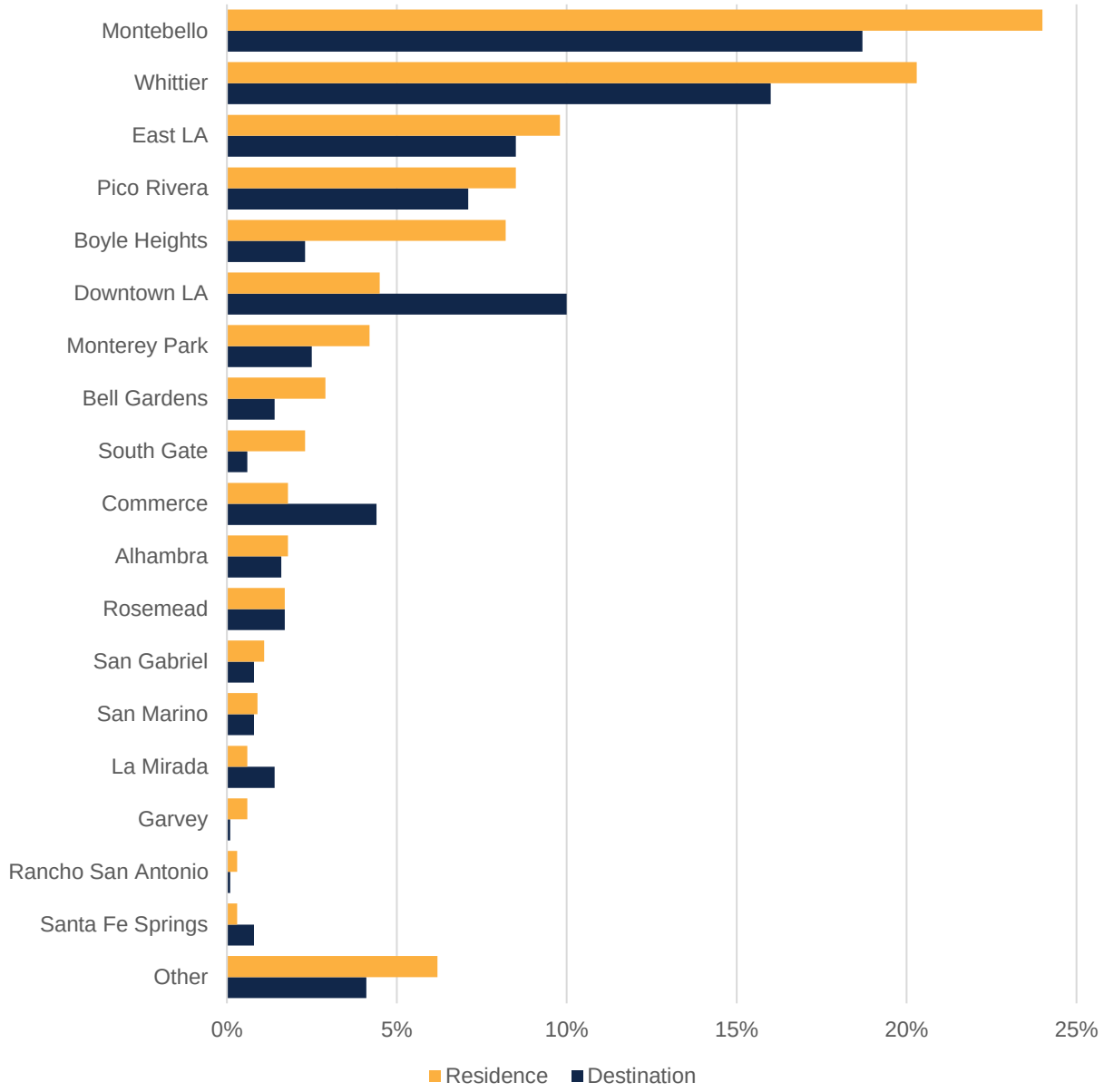
Figure 5-3 On-Board Survey Trip Purpose by Frequency of Riding



Trip Origins and Destinations

When asked where respondents were traveling to and from (Figure 5-4), the most common trip origins included Montebello (24%) and Whittier (20%). Montebello and Whittier were also the most common destinations, 18% and 16% respectively. Additionally, downtown Los Angeles and Commerce were identified as destinations more frequently than as origins. These locations represent potential major employment centers outside of the City of Montebello.

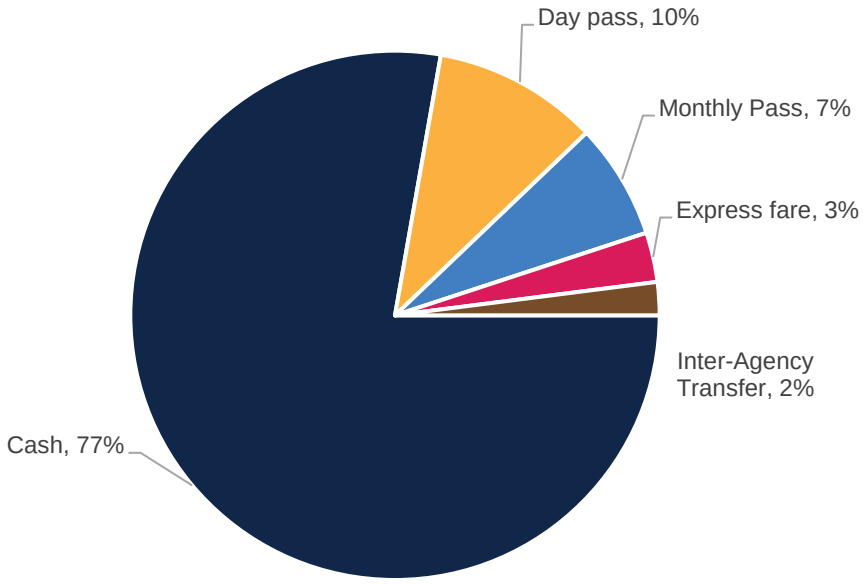
Figure 5-4 On-Board Survey Rider Origins and Destinations



Fare Payment

In addition to characteristics regarding trip purpose, frequency, origin, and destination, respondents were also asked how they paid their fare (Figure 5-5). Most respondents paid with cash (77%), with 10% using a day pass, and 7% using a monthly pass. A smaller percentage of respondents paid an express fare or used an inter-agency transfer, 3% and 2%.

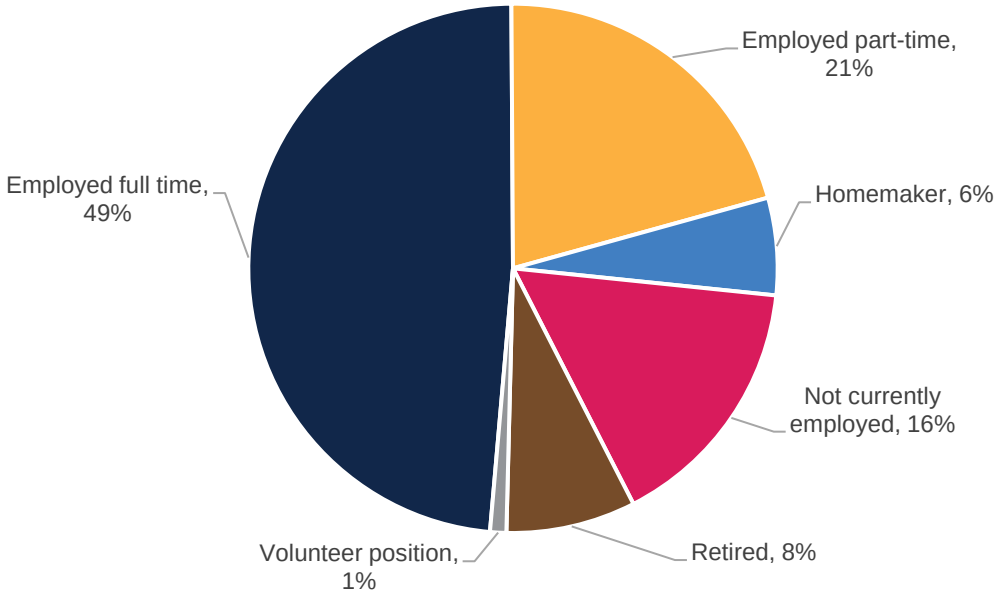
Figure 5-5 On-Board Survey Ridership by Fare Media



Employment Characteristics

Given the high percentage of trips used for traveling to work, identifying the employment status and characteristics of transit riders is crucial for ensuring MBL service continues to meet passengers' commute needs. When asked for their employment status, 70% of respondents indicated they were employed either full time or part time (Figure 5-6).

Figure 5-6 On-Board Survey Respondent Employment Status



Respondents were also asked whether they work evenings or on weekends when transit service is more limited than during typical weekday commute times. About a quarter (24%) of respondents indicated that they worked evenings after 9:00 p.m. and 42% of respondents indicated that they work on weekdays (Figure 5-7). This suggests that a substantial portion of existing ridership may benefit from increased access to employment by providing later evening service or improved weekend service.

Figure 5-7 On-Board Survey Respondent Evening Employment

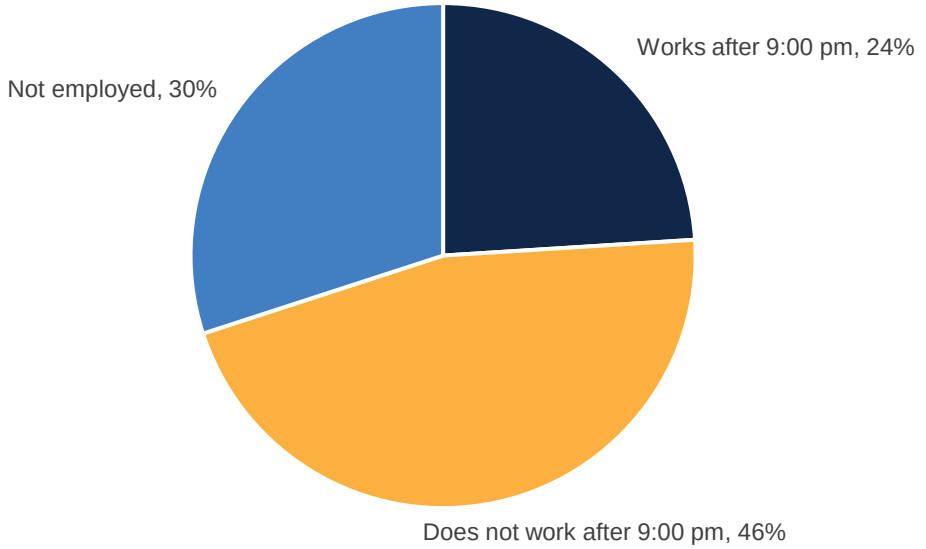
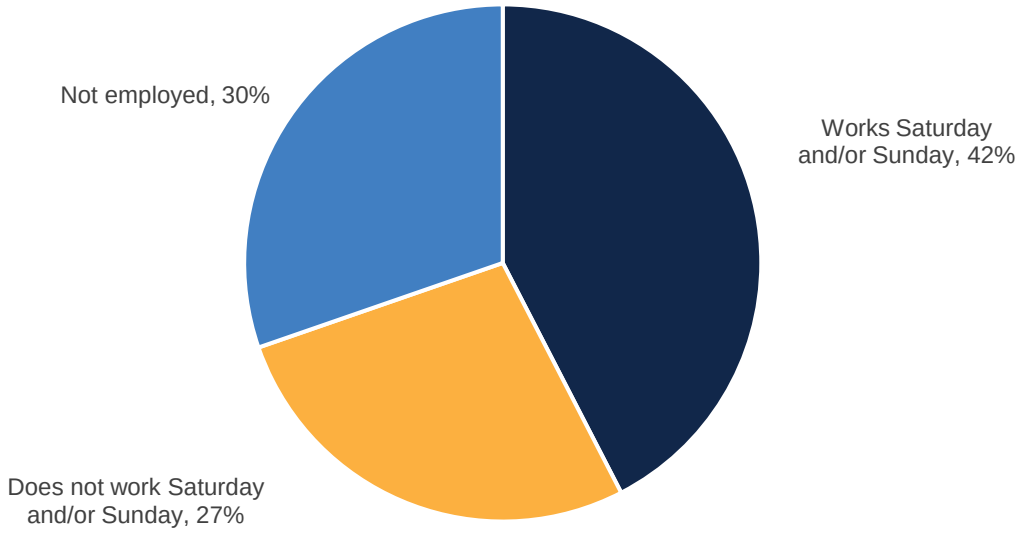


Figure 5-8 On-Board Survey Respondent Weekend Employment



Service Satisfaction

Respondents were also asked to identify their level of satisfaction with MBL service overall and with specific aspects of service (Figure 5-9). Respondents are generally satisfied with MBL service overall, with 80% of respondents ranking MBL as good or excellent. Respondents were most satisfied with service affordability, operator courtesy, cleanliness, and personal safety.

Aspects of service that respondents were least satisfied with include service span, weekend service, service reliability, travel times, and service frequency. Additionally, respondents were asked to identify their top two priority improvements (Figure 5-10). Buses running on schedule was the most selected improvement, with 29% of respondents selecting it as their top priority and 19% as their second priority. The next most selected priorities include operating later evening service, more frequent service, and more weekend service. These results represent potential areas for service improvements to improve rider satisfaction and make the service more useful for more members of the community.

Figure 5-9 On-Board Survey Respondent Service Satisfaction

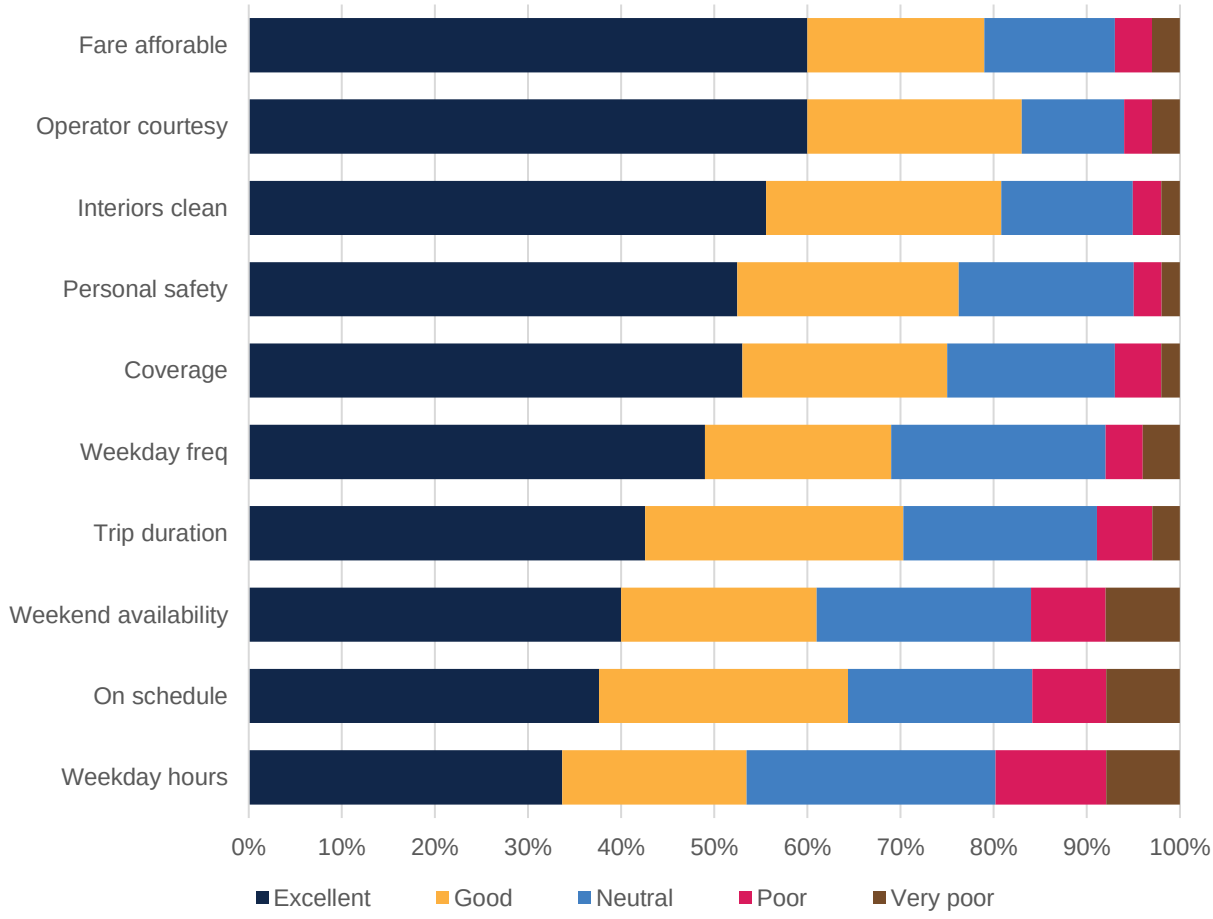
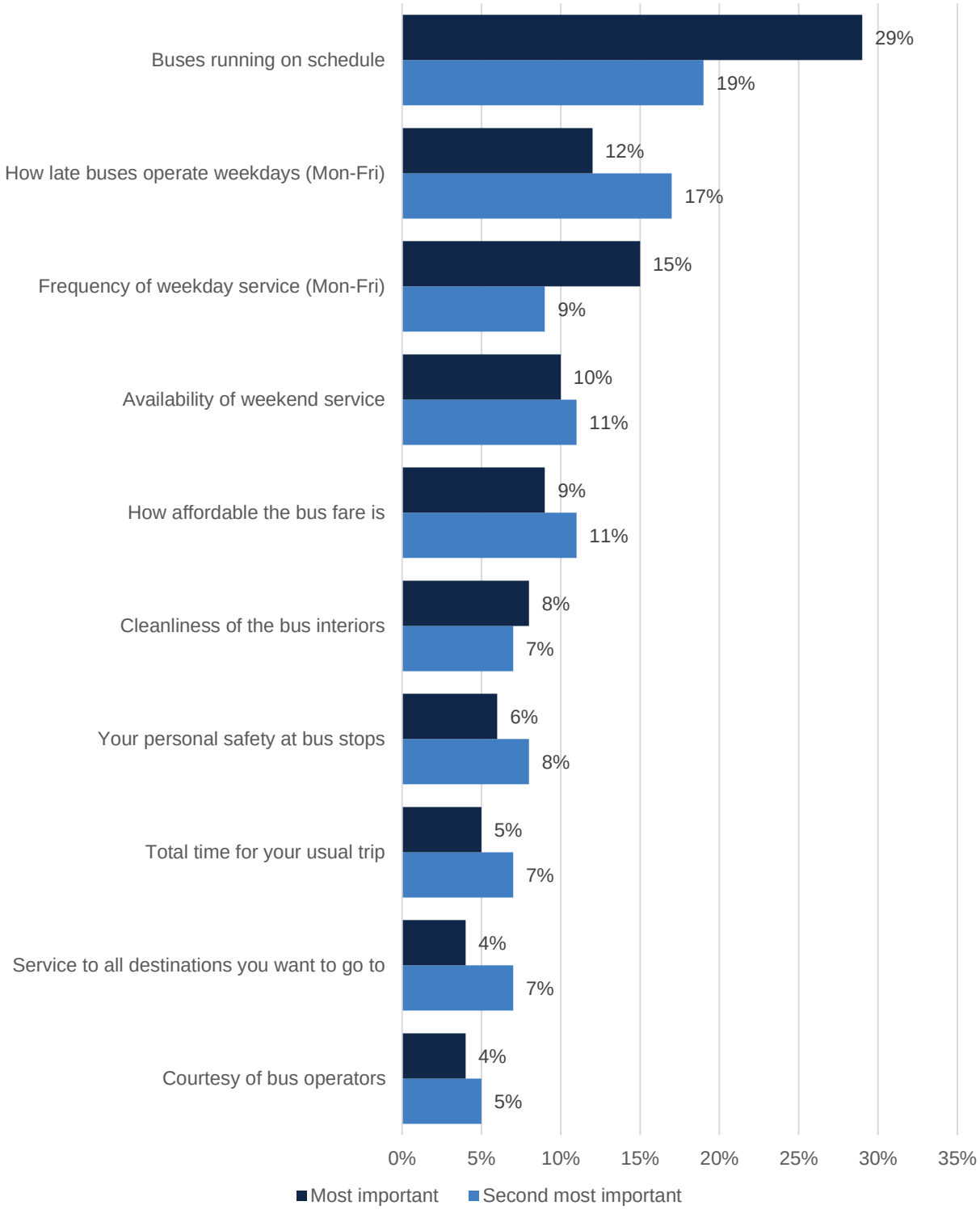


Figure 5-10 On-Board Survey Respondent Improvement Priorities



Rider Demographics

A series of survey respondent demographics are shown in Figure 5-11 through Figure 5-14, including household income, age, race and ethnicity, and language spoken at home. Respondents are generally lower income, with 42% reporting less than $15,000 in annual household income and an additional 22% reporting between $24,999 and $25,000. Only 10% of respondents reported earning $55,000 or more per year. The age of respondents was generally evenly distributed, with 23% reporting 16 to 24, 26% reporting 25 to 39, 25% reporting 40 to 54, and 27% reporting 55 or older. Most respondents (80%) identified as either Hispanic or Hispanic and another racial category. An additional 10% of respondents identified as Caucasian or White, 3% as Black or African American, 3% as Asian, and 5% as other. Sixty-two percent of respondents speak English at home, 38% speak Spanish, and 1% speak another language.

Figure 5-11 On-Board Survey Respondents' Household Income

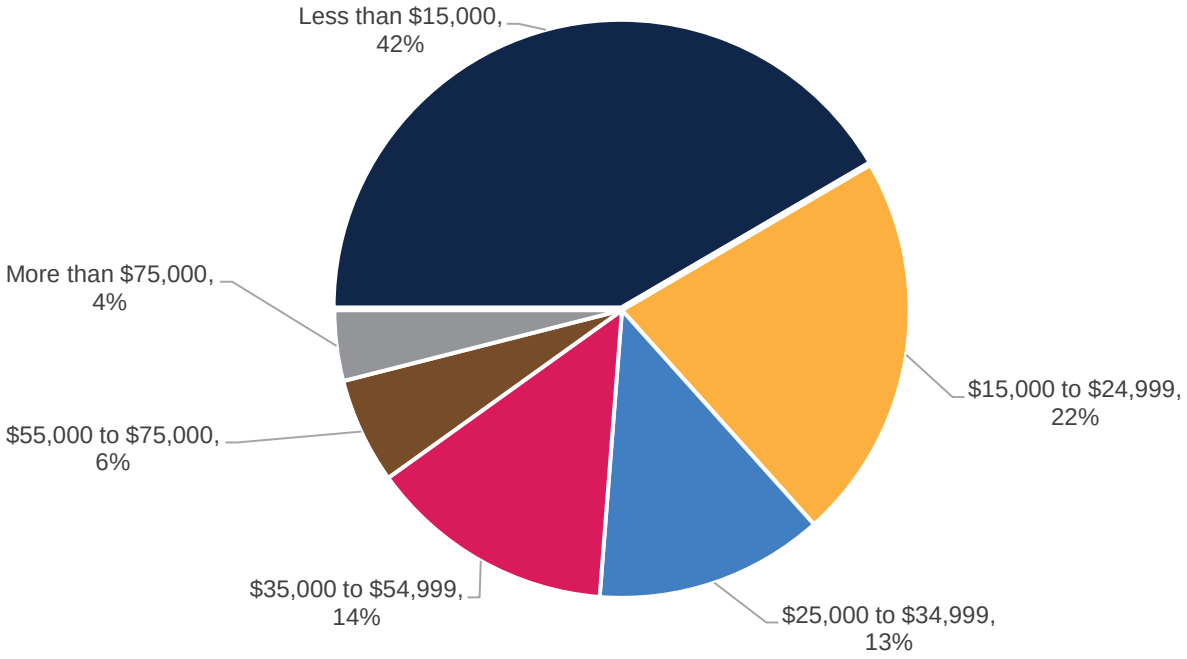


Figure 5-12 On-Board Survey Respondents' Age

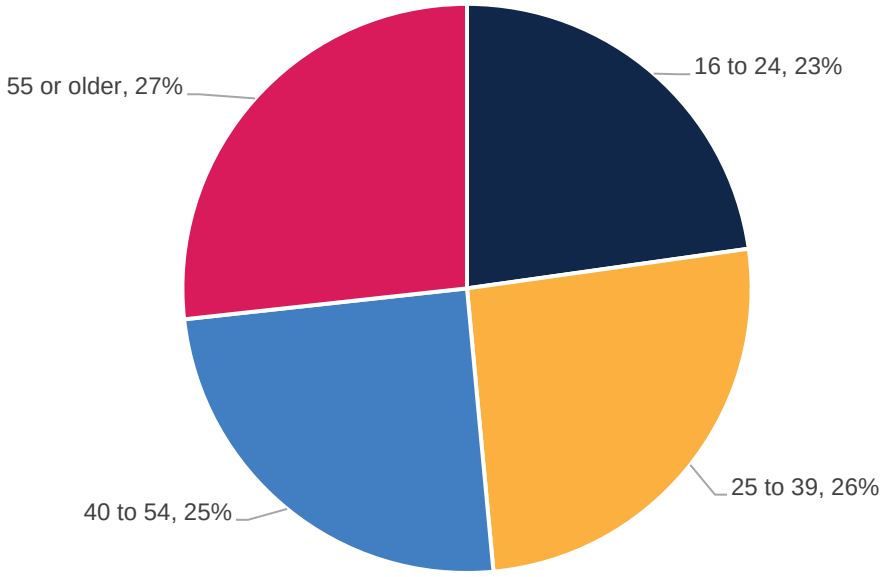


Figure 5-13 On-Board Survey Respondents' Race and Ethnicity

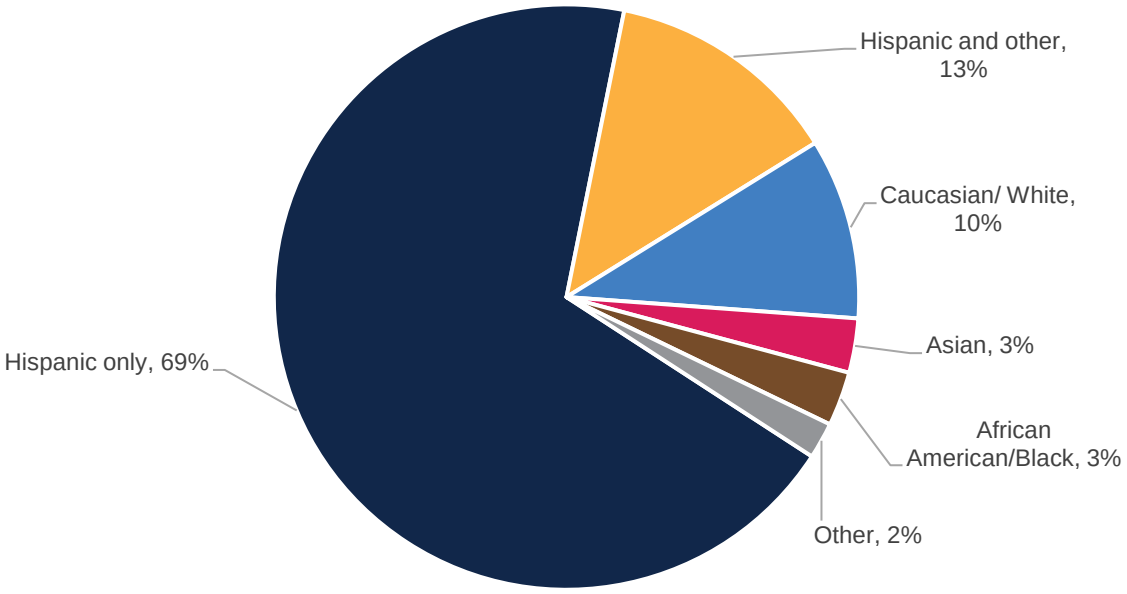
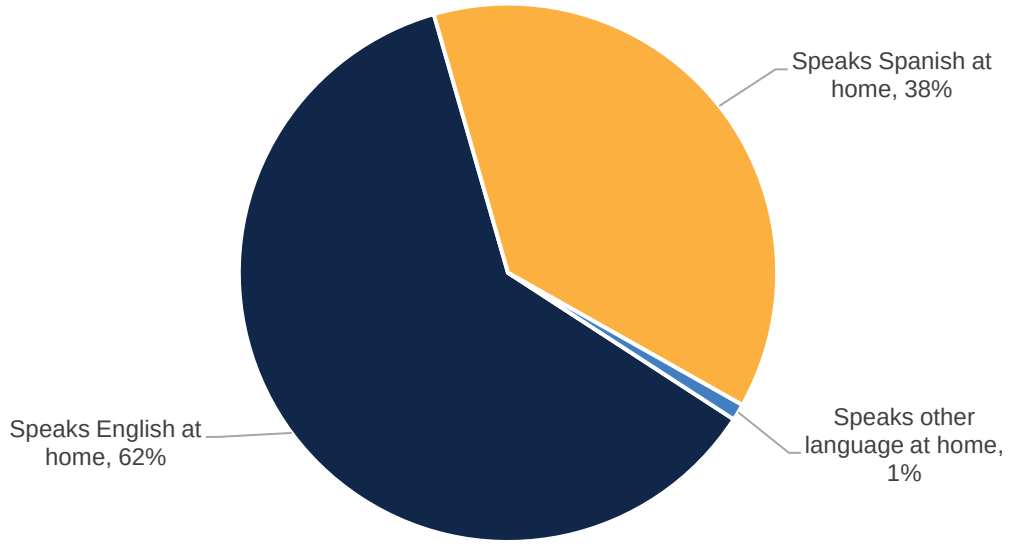


Figure 5-14 On-Board Survey Respondents' Language Spoken at Home



ONLINE COMMUNITY SURVEY

An online community survey was open between October 11, 2021, and December 3, 2021. The purpose of the survey was to evaluate ridership behavior and demographics for the community, identify satisfaction of various aspects of MLB service, and determine priorities for service improvements. The survey was advertised through paper flyers posted on board vehicles, at major stops, and in public buildings, social media posts on city accounts, and through information sharing with stakeholder networks and constituencies. Additionally, a $50 target gift card was made available as a raffle price to further incentivize participation in the survey. They survey received a total of 155 unique responses.

Overall Results

Unlike the on-board survey, the online community survey was available for all members of the community, not just transit riders actively on-board vehicles. When asked whether they had ridden MBL service in the past year, 85% of survey respondents indicated that they had, compared to 15% who indicated they had not (Figure 5-15). When asked how many days per week they use transit, nearly half of survey respondents indicated that they ride transit five or more days per week (48%), as shown in Figure 5-16. Additionally, nearly half of respondents (46%) have been riding MBL for five or more years and 33% have been riding for three to four years.

Survey respondents were also asked to identify the reasons that they ride transit, and the most common response (48%) was that the did not have access to a vehicle and the second highest response was that transit is convenient (23%). These results suggest that MBL's ridership base are long-time, transit dependent riders.

Figure 5-15 Community Survey – Have you ridden MBL in the past year?

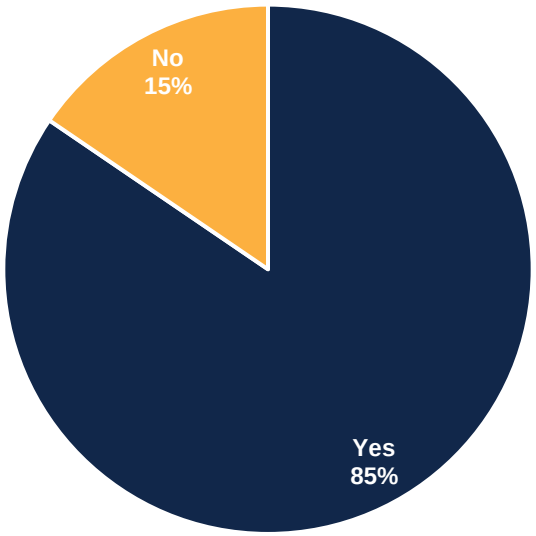


Figure 5-16 Community Survey – How many days per week do you ride transit?

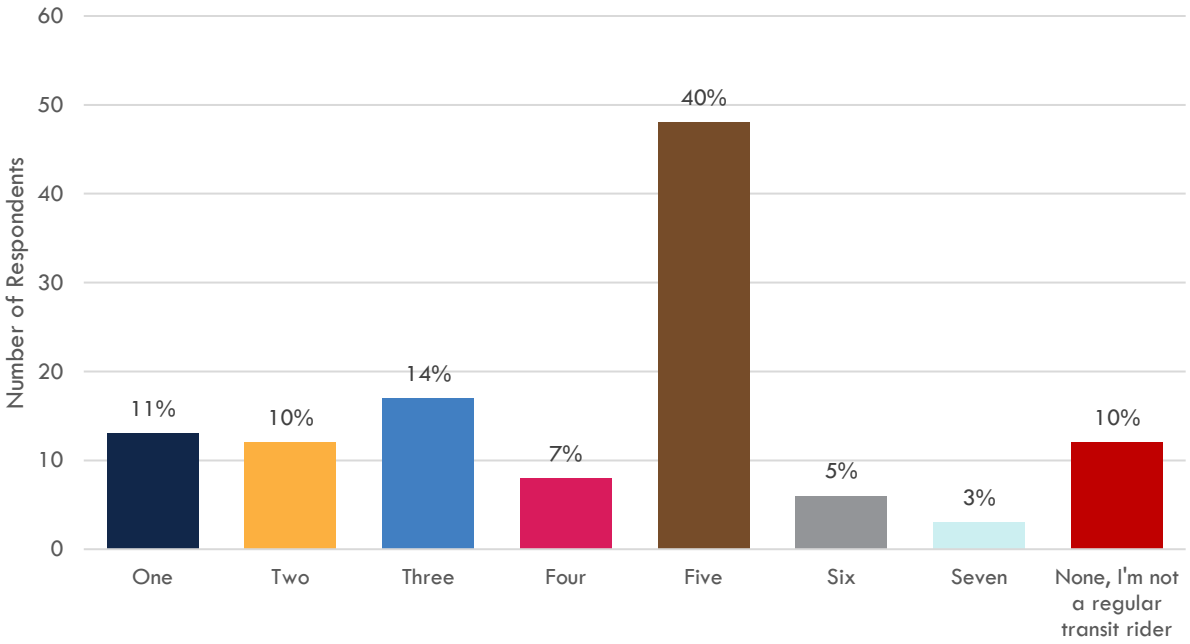


Figure 5-17 Community Survey – How long have you been riding MBL?

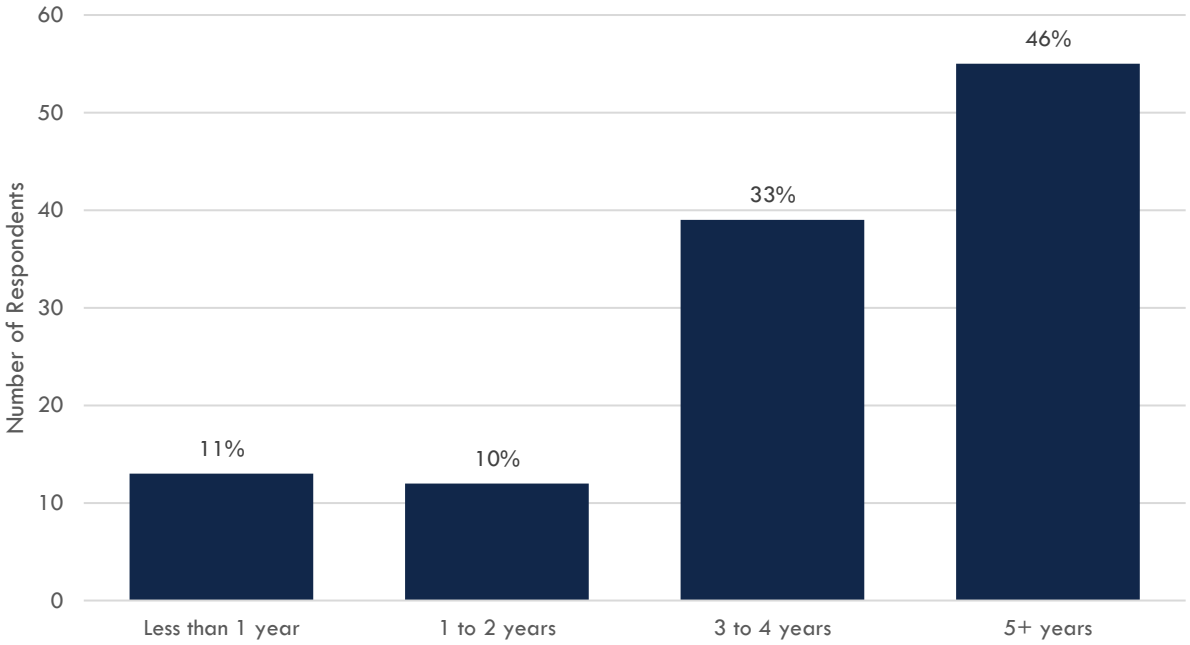
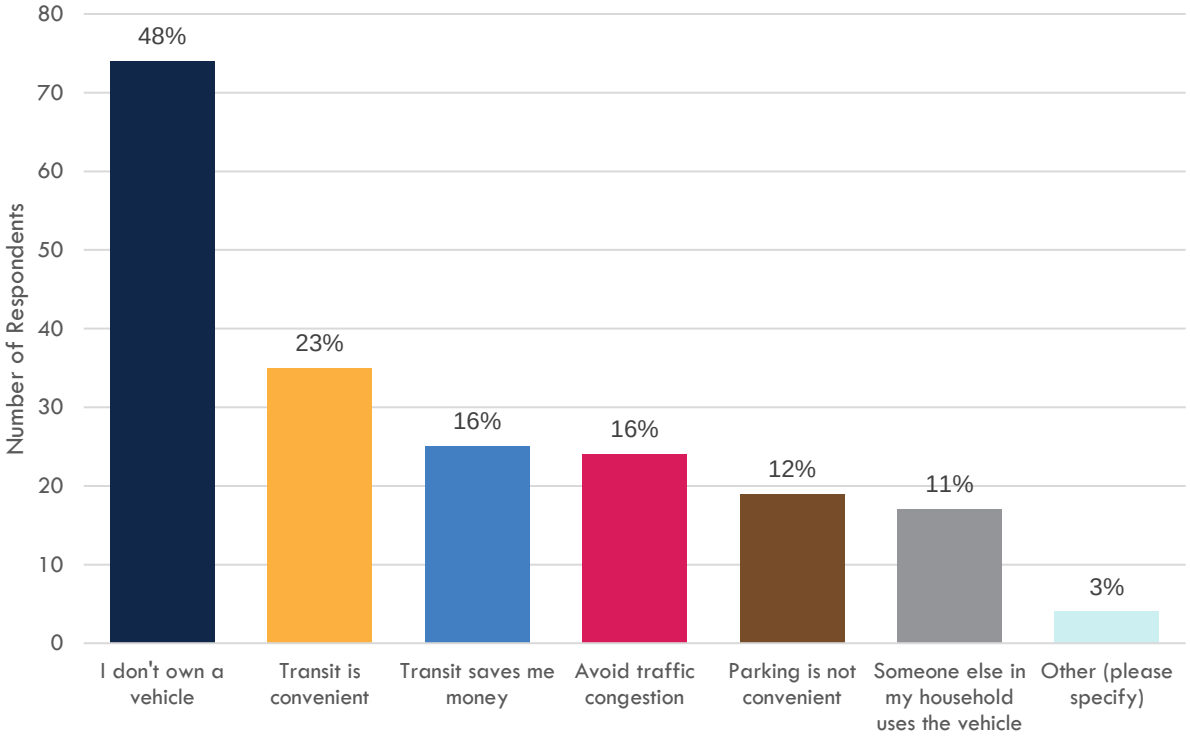


Figure 5-18 Community Survey – Why do you ride transit?

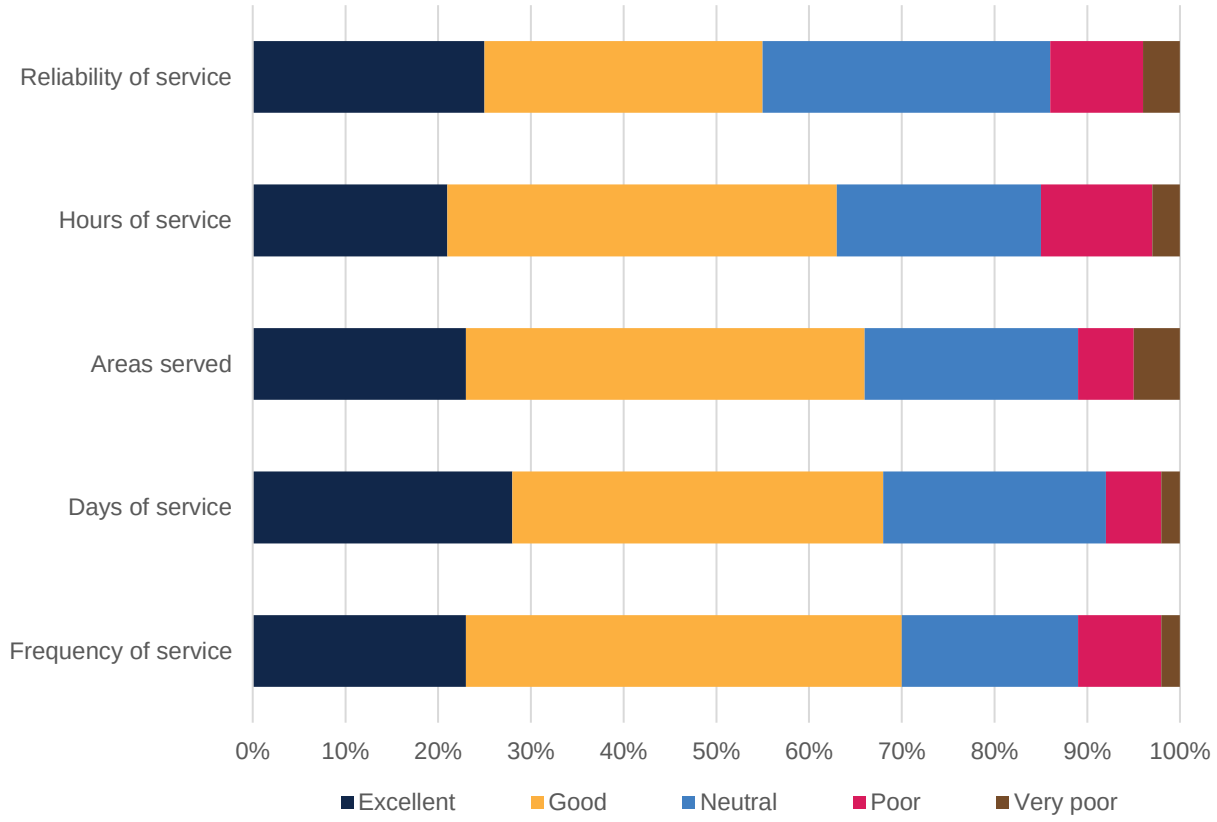


Service Satisfaction

As with the on-board survey, the community survey respondents were also asked to rank their level of satisfaction for various aspects of MBL service, including reliability, service span, coverage, days of service, and service frequency. In general, survey respondents were highly satisfied with MBL service with at least 56% of respondents ranking all aspects of service as either good or excellent and at least 88% of respondents ranking all aspects of service as acceptable, good, or excellent (Figure 5-19).

The areas with the lowest level of satisfaction include reliability of service and hours of service. These represent the areas with the highest potential for improvements by increasing travel times, reducing on-time performance issues, and extending service span later in the evening.

Figure 5-19 Community Survey – Satisfaction with MBL Service



Open-Ended Comments

Survey respondents were given the opportunity to provide open-ended comments throughout the survey. The verbatim comments from the survey are included in Figure 5-26 and Figure 5-27. When asked to identify any places that MBL should serve that it does not today, the most common responses included:

- El Monte
- East Los Angeles
- Downey
- Pico Riviera Plazas and Libraries
- Citadel Outlets
- South Pasadena Metro Station

When given the opportunity to provide any other open-ended comments or suggestions for improving MBL service, common themes included:

- Later evening service on Whittier Blvd
- Improve reliability and reduce wait times
- More frequent service on Lines 30, 50, and 70
- Operate Sunday service on Route 50

Respondent Demographics

Various aspects of the community survey respondents' demographic characteristics are shown in Figure 5-20 through Figure 5-25. When asked to report their age, 41% of respondents indicated they were between 35 and 44, while 20% were 18-24 and 15% were 45-54, and 12% were 25-34. Relatively few reported being over 54, with 8% between 55 and 64 and 4% 65 or older.

When asked their employment status, 58% of respondents indicated that they were employed part-time or full-time, 22% reported being unemployed, and the remaining 20% reported either being retired, a volunteer, or a homemaker (Figure 5-21). When asked whether they work on evenings or weekends (Figure 5-22), 44% of respondents indicated that they work on evenings, later than 9:00 p.m., and 60% reported working on weekends.

The household income reported by the community survey respondents was notably higher than for the on-board survey, with 42% reporting $55,000 or more per year. An additional 40% reported earning less than $25,000 per year (Figure 5-23).

Most respondents (57%) reported identifying as Hispanic or Latino (Figure 5-24). When asked to identify their racial identify, 53% of respondents identified as White or Caucasian, 11% as Asian, 6% as Native American or Native Alaskan, and 2% each as Hawaiian/Pacific Islander and Black or African American (Figure 5-25). Additionally, 26% of respondents selected other with the most common responses including Mexican, Hispanic, and Latino.

Figure 5-20 Community Survey Respondents' Age

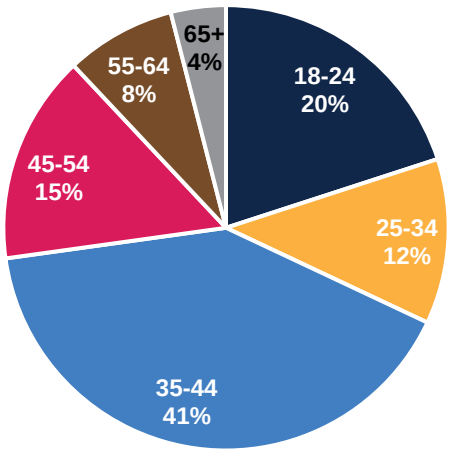


Figure 5-21 Community Survey Respondents' Employment Status

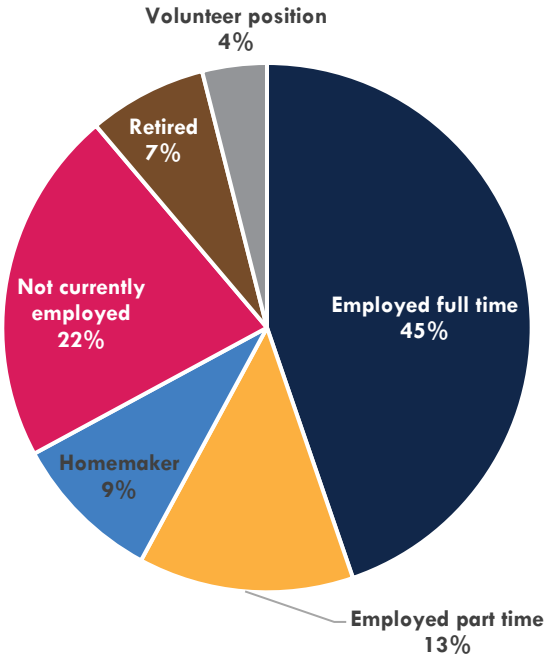


Figure 5-22 Community Survey – Do you work evenings after 9:00 p.m. or weekends?

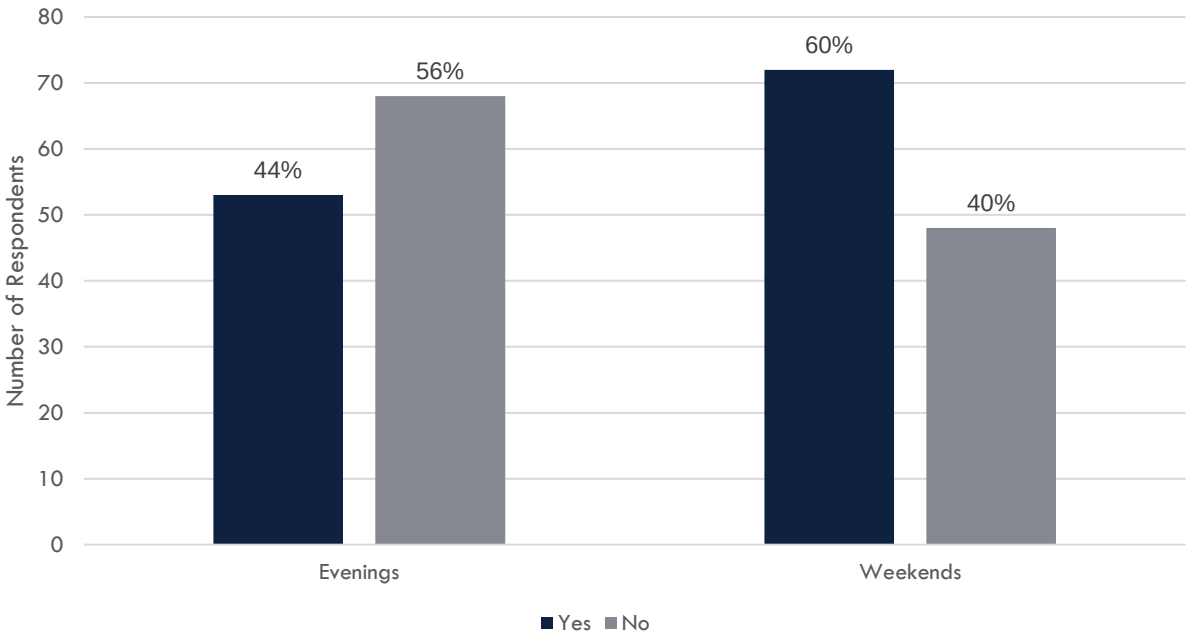


Figure 5-23 Community Survey – Respondents' Annual Household Income

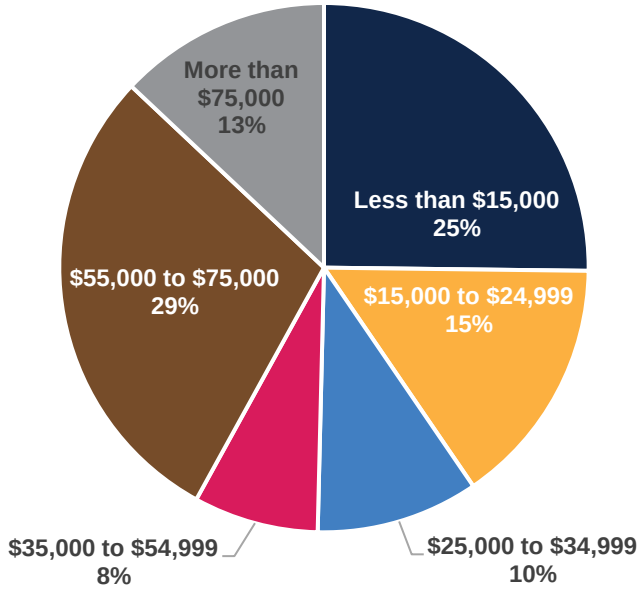


Figure 5-24 Community Survey – Do you identify as Hispanic or Latino?

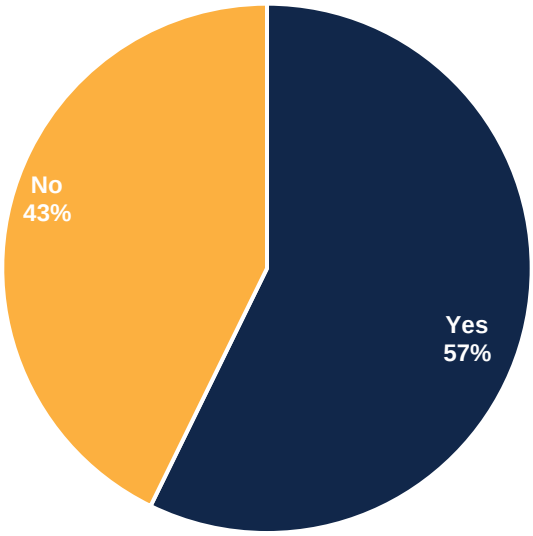


Figure 5-25 Community Survey – Respondents' Race

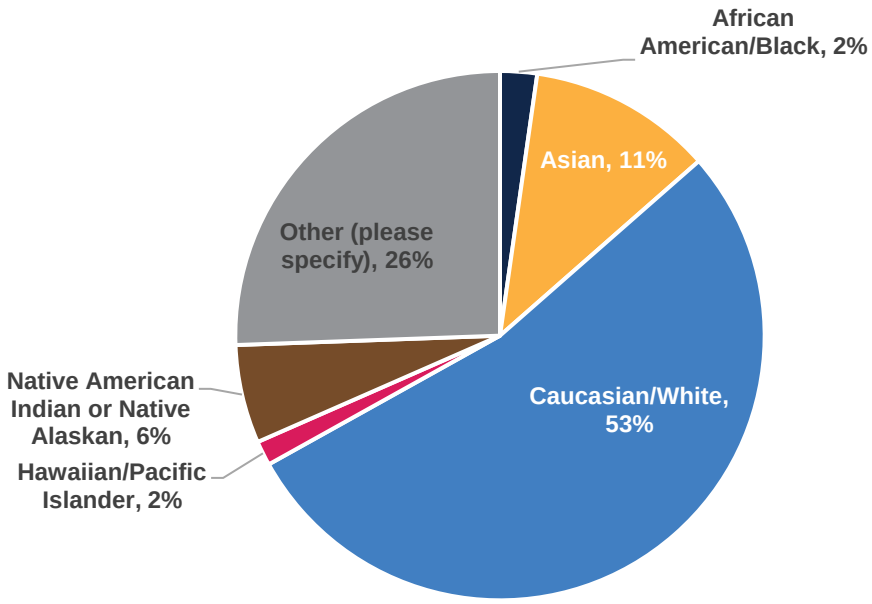


Figure 5-26 Open-Ended Question Responses – Unserved Destinations

Are there any places that MBL should go that it does not go to today?
Anaheim
At the moment I can't think of any places.
Cal State LA and Rio Hondo College. These are both commuter colleges that should have dedicated bus lines to get there.
Citadel Outlets
Direct to Union station or direct to gold line stop.
Downey
El horario se tarda mucho en pasar
El Monte
El Monte Station should be ideal.
From 4th street Montebello to Superior Grocers
Front of metro
further into East LA, it would prevent me having a 15-minute walk before going to school
I really would wish it could make its way up the hilly area on maple Avenue—it's the heights area. If I desired to go downtown, I would have to go down a steep decline and to come home I practically need to HIKE up the hill from Beverly
I'm not sure if it takes you to the Citadel but I would say the Citadel
In my opinion they go to all the places I usually go to.
It covers most of the areas.
La Habra
La Puente
Lakewood Boulevard or the North Lakewood Park and Ride in Downey, South Whittier
Las Tunas
Legg Lake
El Monte station
Monterey Park Marketplace
More Bus Stops in Pico Rivera
More Pico Rivera and Library stops
More stops in Pico Rivera Plazas & Libraries
No. Keep the existing lines.
None that are necessary, most work in a convenient way

Are there any places that MBL should go that it does not go to today?
On Washington Blvd on Sundays. Public can't get to Church or hospital or events on Sunday.
Pasadena, Metro green line
Perhaps surveying the needs in our most underserved neighborhoods to learn if expanded service there may be helpful.
Pick up to DTLA near the 60
Route 30 should be extended 1 mile north to the South Pasadena Metro Station instead of ending on Huntington. This would greatly improve regional connectivity. (Metro 176 used to provide service between Alhambra and Gold Line but was canceled this year.)
Santa Monica, Long Beach, Brea, El Monte, Pomona
Stop in front of shops
To big Fast Food Plazas
To East los Angeles where I reside
To expand for service improvements plan in the future proposed changes.
Unincorporated West Whittier-Los Nietos, Downey, El Monte Station, Whittier Narrows Recreation Area, Rio Hondo College
Whittier Depot
Yellowstone National Park

Figure 5-27 Open-Ended Question Responses – Other Comments and Suggestions

Do you have any other comments or suggestions for improving MBL service?
Add more buses
Add more routes
Add other routes
Adjust the time frequency of buses around schools.
At this time the service is bad. No buses show in the mornings. Sometimes it passes every hour and is already full. The administration and managers are the worst in this year. Terrible services
Be more clean! And make it to the stops on the schedule
Better frequency on some existing routes
Better than Metro buses
Buses are always pretty clean. Appreciate that the bus receives updates pretty often.
Buses need to be on time & some drivers need to have a better attitude
Can't metro provide late night service on Whittier Blvd?
Change of station environment
Customer service
Digital display inside the bus of the route that it is traveling
Do away with the lesser times for the 70 bus and the 30 bus. All bus stops should have the same frequency as any other bus during the week and the weekends.
Don’t put a train on Washington.
Drivers should park as close the curb as possible for the elderly and the disabled.
Electric buses
Expand bus routes
Extended route
Fix the bike holder it gets stuck
Have better timing
Hire more drivers
I get out of work at 5pm Monday-Friday and I wait for the 90 on Spring & 1st St. in Downtown Los Angeles. There needs to be a bus that comes between 5-5:30pm. Having to wait until 5:50 is very inconvenient. Before the schedule change a few months back, there was a 5:17 bus, which was very convenient for me and the other riders. Most people get out of work at 5pm, so this almost hour wait makes absolutely no sense. Please change back.
I love taking the MBL it is 100 times better than the regular Metro!
I personally wish all the buses would pass more frequently because many students have to take the transit and if we miss a bus it can take 20-40 for the next to pass.

Do you have any other comments or suggestions for improving MBL service?
I would like to improve with the new service expansion of the destination to Pasadena which is the last stop service of Lake Ave Station & I-210 Fwy on MBL Local 30 instead of Huntington Dr & Story Place last stop services. Please expand MBL 30 (South Gate - Pasadena) on the proposed service change plan. I would like to see other new service expansion of the Cal State LA Transit Center as well.
I would like to see more frequency with the 70 bus. Often times I spend more time waiting for the 70 bus than my actual time riding it. It's so frustrating when I have to wait up to 50 minutes for the bus when I'm 2 miles away from home and there is no other route or bus to choose from.
I would say sometimes the buses can be dirty, so I would recommend taking time to clean up a bit. I recently went on the bus and it smelled like urine. Overall, I think my experiences on the bus has been good.
It speaks highly of MBL that community needs assessments are being undertaken to learn how to better serve.
Keep the station clean
Last time I went to downtown LA there was no Montebello Bus Lines sign for my stop on 5th/Grand so I almost missed the bus because I had to ask around if the bus still stopped there. Hopefully that's fixed already and also if you can't have paper maps again on the bus can there be just one map on the bus that shows that specific buses stops and times it may be helpful for people
Last week I tried to use the bus to go to church but I didn't know that line 50 does not work on Sundays. Maybe if you guys could work it a few hours on Sundays that would be appreciated. I've seen people walking from the Walmart to Greenwood because the line doesn't run that day.
Light at bus stops. Last night several stops were black. This is a major safety issue. Not sure if this is the city's responsibility.
Line 70 Serves about 4 schools, please make more frequent service to this line.
Maintenance of station environment
Make it more possible for buses to arrive on scheduled time. The wait is sometimes 45 minutes before the next bus comes where the wait should be no more than 10 minutes.
Make Transportation free for students and elderly citizens
More advertising
More bus timetable
More buses
More buses that service route 30 and 50, those run almost every hour
More freeway express service in Pico Rivera & Whittier, more limited-stop service like the Thursday 10, peak hour bus Montebello - Whittier, 3 space bike racks
No, the service is exceptional.
No... They do a great job!
On-time buses would help improve reliability
Please add more protected stops. The one on Beverly and 19th has no cover for transit riders from the elements. More of that is needed

Do you have any other comments or suggestions for improving MBL service?
Please consider extending the short line Route 20 trips from San Gabriel/ Garvey 1 mile north to San Gabriel & Valley. This would allow for easier transfers to the Metro 76 and provide an amazing north-south connection between north and south Rosemead. The 10 freeway divides the community and Route 20 is the only bus that crosses the 10 freeway for 3 miles (between Garfield & Rosemead Bl). Valley Bl also has a lot more businesses and shopping destinations.
Providing hand sanitizer, extra masks for passengers
Que tengas paradas del autobús con asientos y sombra, y que los drivers se acerquen más a la acera la Salida trasera para los adultos cuando salgan con más seguridad.
Run all lines seven days a week please
Safety is important we need to have extra personnel on board
Seatbelts and comfy chairs
Should be more empathetic and wait for those who are obviously running to catch the bus instead of shutting the door once they arrive and taking off, especially for elders.
The drivers are excellent
The ticket price should be lower
They need more bus Operators, security, or police officers on the bus for safety, announcements on the bus enforcing the federal mask mandate.
To make it free especially for students and have increased ventilation. I do love the Mask Mandate
to make public transit free for everyone especially the young and carless.
To make Transportation Free especially for students and the elderly.
Todos bien, solo el horario se tarda mucho en pasar
Try getting busses out a bit faster but over all that's all.
Wifi on board. Coach seats. Online tracking of vehicles.
Wouldn't it be great to have a real-time message board on each stop or an app that provides up-to-the-minute details on bus status for each station?
Zero emission bus fleet and more limited stop service

ATTACHMENT B

RESOLUTION NO. 23-55

RESOLUTION OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING AND ADOPTING THE MONTEBELLO BUS LINES' COMPREHENSIVE OPERATIONS ANALYSIS

RECITALS

WHEREAS, the City of Montebello (the "City"), as a transit bus owner by and through Montebello Bus Lines ("MBL"), provides transportation services to residents of Montebello and neighboring cities; and

WHEREAS, MBL is making efforts to become a more economical, efficient, and sustainable transit service; and

WHEREAS, MBL contracted Nelson/Nygard Consulting Associates, Inc. to conduct a Comprehensive Operational Analysis (COA) known as Montebello Moves, with the goal of evaluating transit needs, identifying community priorities, and creating an implementable plan to optimize and expanding MBL service; and

WHEREAS, Nelson/Nygard Consulting Associates, Inc. has conducted an Existing Conditions Report to examine evolving market conditions in the area with an emphasis on demographics, socio-economic characteristics, and employment hubs; and

WHEREAS, Nelson/Nygard Consulting Associates, Inc. has prepared a Final Report with recommendations for the transit system as a whole, including but not limited to service delivery, capital improvements, and fares; and

WHEREAS, MBL plans to execute the encompassed recommendations to improve business operations, service delivery, and transit access.

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 approves and adopts the Montebello Bus Lines' Comprehensive Operations Analysis Final Report, including the encompassed recommendations.

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 28th day of June 2023.

_____
David Torres, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-55 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 28th 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, Acting City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **APPROVE REVISIONS TO THE CITY OF MONTEBELLO DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM TO UPDATE ADMINISTRATIVE PERSONNEL AND TITLES**

DATE: June 28, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve revisions to the City of Montebello Disadvantaged Business Enterprise (DBE) Program to update applicable administrative personnel and titles; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to the recommended actions. However, the City of Montebello receives U.S. Department of Transportation (U.S. DOT) funding through its participation in the DBE program. The U.S. DOT uses 49 C.F.R. Part 26 to regulate Transportation DBE programs. This staff report provides revision to a guiding document that the City uses to administer the DBE program under these regulations.

BACKGROUND/DISCUSSION:

The City is required to implement and monitor established DBE goals as a recipient of U.S. DOT funding. A DBE is a for-profit small business owned and operated, with at least a 51% interest, by an individual from a presumed socially or economically disadvantaged background. The City calculates a DBE goal by evaluating local market conditions on a triennial basis, i.e., every three (3) years. The DBE goal is then monitored and reported to the US DOT on a regular basis.

ENVIRONMENTAL:

N/A

ANALYSIS:

Staff recommends revisions be made to the DBE Program Manual to conform with U.S. DOT regulations by updating certain sections of the manual.

The DBE Liaison Officer (DBELO) is responsible for the implementation and compliance of the City's DBE Program. The current DBELO position is classified as an individual who held the "Transit Grants and Projects Administrator" title. This position's title has changed to Senior Management Analyst and should be reflected in the DBE Program Manual without a specified name attached to the position.

Bidders/proposers who fail to meet the DBE contract goal or fail to provide documentation of Good Faith Efforts to provide DBE opportunities may be provided an administrative reconsideration by the DBE Reconsideration Official (DBERO). The current designated DBERO is as an individual instead of a specific position. The DBE Program Manual should identify the "Transit Administration Manager or designated position" as the DBERO instead of an individual.

Additionally, the DBE Organizational chart should be updated to only include the titles of positions that monitor the City's DBE Program without specific names attached.

SUMMARY:

Staff recommends that the City Council adopt revisions to the City of Montebello Disadvantaged Business Enterprise (DBE) Program Manual and update the applicable administrative personnel and titles; and direct staff to take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - City of Montebello Disadvantaged Business Enterprise (DBE) Program Manual

NEXT STEPS:

N/A

City of Montebello

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM MANUAL

Submitted to

U.S. Department of Transportation
Federal Transit Administration

(Revisions 2023)

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I. POLICY AND GENERAL REQUIREMENTS

A. Policy Statement (§26.1, §26.3)

The City of Montebello's (hereinafter referred to as "City") is a recipient of U.S. Department of Transportation (U.S. DOT) Federal Assistance funds through the Federal Transportation Administration (FTA). As a condition of receiving such assistance, the City has developed a DBE Program in conformance with the federal Disadvantaged Business Enterprise (DBE) Program and its regulations published under U.S. DOT 49 CFR Part 26. The City will continue carrying out this Program as long as it receives funds from U.S. DOT. The City is committed to fulfilling the spirit and intent of the federal DBE Program and its regulations by ensuring that DBEs have equitable access to participate in all federally funded City contracting opportunities.

In accordance with the U.S DOT's DBE Program, the goal of the City's DBE Program is to ensure that minority-owned, women-owned, and other disadvantaged small businesses can fairly compete for contracts and subcontracts financed in whole, or in part, with U.S. DOT funds.

Notices setting forth this policy are posted at the City's office and website and they are available to the public and to the DBE and non-DBE business communities that perform or are interested in performing work on City contracts. Questions regarding City's DBE Program should be addressed to DBE Liaison Officer, 23920 Valencia Blvd., Montebello, CA 91355, or by telephone at 661-286-4188.

B. Objectives (§26.1, §26.23)

In accordance with the intent of the U.S. DOT's DBE Program regulations, the City is firmly committed to its DBE Program objectives, which are designed to:

1. Ensure non-discrimination in the award and administration of City's U.S. DOT-assisted contracts;

2. Create a level playing field by which DBEs can fairly compete for the City's U.S. DOT-assisted contracts;

3. Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law;

4. Ensure that only firms that meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs in the City's DBE program;

5. Help remove barriers which impede the participation of DBEs in the City's U.S DOT-assisted contracts;

6. Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the City;

7. Provide training and other assistance through our resource partners to address capital, bonding, and insurance needs;

8. Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program; and

9. Establish and provide opportunities for DBEs by providing flexibility in the implementation of the City's DBE Program.

10. Monitor and enforce contractor compliance in meeting established DBE goals and/or exercising Good Faith Efforts (GFE) to do so as defined in 49 CFR Part 26.

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

To oversee the Program, the City has designated the Director of Contracts Administration & Materials Management to serve as the City's DBE Liaison Officer (DBELO). However, all City executives, management and staff share in the responsibility for making the City's DBE Program a success and shall give their full cooperation to the DBELO in the implementation of this Policy. Implementation of the DBE Program has the same priority as all other legal obligations incurred by the City as contained within its financial assistance agreement with the U.S. DOT.

To formalize its commitment, the City of Montebello's City Council hereby adopts the DBE Program applicable to the City of Montebello's contracting operations.

_____ _____

Arlene Salazar
Acting City Manager
The City of Montebello

Date

C. **Applicability** (§26.3)

The City, is a direct recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178. These funds were received from the U.S. DOT, and as a condition of receiving U.S. DOT assistance, the City is required to submit for approval, to the U.S. DOT Operating Administration from which it receives the majority of its federal funding, a DBE Program developed in accordance with federal

regulations published under Title 49 CFR, Part 26 and subsequent Guidance. This Program sets forth the policies and procedures to be implemented by the City to ensure that DBEs have an equitable opportunity to participate in the City's U.S. DOT-assisted contracting opportunities.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the City's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail. In conformance with 49 CFR 26, the City will continue to carry out its DBE Program until all funds from U.S. DOT financial assistance have been expended.

D. Non-Discrimination Requirements (§26.7)

The City will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Through such efforts, the City will ensure that its contracting and procurement- related processes promote equity in access, consideration, and opportunity for DBEs in response to the requirements set forth under Title 49 CFR, Part 26: *"Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.*"

II. DEFINITION OF TERMS (§26.5)

Any terms used in this Program that are defined in 49 CFR Part 26 or elsewhere in the Regulations shall have the meaning set forth in the Regulations. Some of the most common terms are defined below:

Affirmative Action: Positive activities undertaken by the City and its contractors to eliminate discrimination and effects of past discrimination and to ensure non-discriminatory practices in the future.

Appeal: A formal filing by which a business entity challenges a legal decision made by a lower authority and brings it to a higher authority for review.

Affiliation: has the same meaning the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121.

(1) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:

(i) One concern controls or has the power to control the other; or

(ii) A third party or parties controls or has the power to control both; or

(iii) An identity of interest between or among parties exists such that affiliation may be found.

(2) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.

Alaska Native: A citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlaktla Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

Alaska Native Corporation (ANC): Any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*).

Assets: All the property of a person available for paying debts or for distribution, including one's respective share of jointly held assets. This includes, but is not limited to, cash on hand and in banks, savings accounts, IRA or other retirement accounts, accounts receivable, life insurance, stocks and bonds, real estate, and personal property.

Bidders List: A list of all firms that have participated or attempted to participate on prime contracts and subcontracts on the City's U.S. DOT-assisted projects.

Business, Business Concern or Business Enterprise: An entity organized for profit with a place of business located in the United States, and which operates primarily within the United States or which makes a significant contribution to the United States economy through payment of taxes or use of American products, materials, or labor.

California Department of Transportation (CalTrans): The State of California's government department that manages the state highway system and is actively involved with public transportation systems throughout California. CalTrans is the largest recipient of U.S. DOT funds within California.

California Unified Certification Program (CUCP): California's one-stop certification clearinghouse which standardizes DBE certification criteria across all certifying members of the CUCP and enables applicants to apply once for DBE certification, which will be honored by all U.S. DOT recipients within California.

Code of Federal Regulations (CFR): Codification of the general and permanent rules and regulations of the executive departments and agencies of the U.S. federal government.

Commercially Useful Function: Work performed by a DBE that has a necessary and useful role in the contract scope of work and on which the firm's role is not a superfluous step added in an attempt to obtain credit toward goals. If, in the City's judgement, the firm (even though an eligible DBE) does not perform a commercially useful function in the transaction, the firm will not receive DBE credit.

Compliance: Correct and accurate implementation of U.S. DOT DBE Program requirements.

Contingent Liability: A liability that depends on the occurrence of a future and uncertain event. This includes, but is not limited to, guaranty for debts owed by the applicant concern, legal claims and judgments, and provisions for federal income tax.

Contract: A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.

Contracting Opportunity: Any decision by the City or its contractors to institute a procurement action to obtain a product or service commercially (as opposed to inter-governmental actions).

Contractor: One who participates, through a prime or subcontract (at any tier), in a City contract.

County Business Patterns (CBP): Statistical data authorized by United States Code Titles 13 and 26 and compiled by the U.S. Census Bureau, which provides annual details of geographic, industry, and other information for U.S. business establishments.

Days: In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next day on which the agency is open.

DBE Certification: A certification issued to a firm by a certifying member agency of the California Unified Certification Program (CUCP), which has been determined to meet all the requirements in accordance with Title 49 CFR, Part 26. To receive DBE credit toward

meeting a contract goal in the context of the prime contract award process, a DBE firm must be certified before the due date for bids or offers on the prime contract 49 CFR 26.81(c).

DBE Directory: The California Unified Certification Program's (CUCP's) list of certified DBEs, which is used by the City and its contractors to identify potential DBE prime and subcontractors, suppliers, etc.

DBE Liaison Officer (DBELO): A staff member of a public agency that receives U.S. DOT financial assistance, who is responsible for implementing all aspects of the agency's DBE Program.

De-certification: The result of the process initiated to remove a firm's DBE eligibility.

Disadvantaged Business Enterprise (DBE): A for-profit small business concern—

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and

3. Has been certified as Disadvantaged in accordance with Title 49 CFR, Part 26 by a certifying member agency of the CUCP.

Disparity Study: Fact-based technique and methodology used to establish whether or not underutilization of certain groups, i.e., minorities and women, exists in the purchasing and contracting practices of an entity. A disparity study must be conducted in order to establish the legal validity of any affirmative action program in public contracting.

Department or U.S. DOT: The U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

U.S. DOT-Assisted Contract: A contract between a recipient and a contractor (at any tier) funded in whole or in part with U.S. DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land or improved real property.

Federal Fiscal Year (FFY): The annual period beginning October 1st and ending September 30th of any given year.

Fraud: includes a firm that does not meet the eligibility criteria of being a certified DBE and that attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against you under 49 CFR part 29. If you are a firm that, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 49 CFR part 29. The City may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The City may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

Goal: A numerically expressed objective, which the City or its contractors are required to make good faith efforts to achieve.

Good Cause: An acceptable reason for terminating a DBE subcontractor on a City contract. "Good cause" is defined as a situation where the DBE subcontractor has failed or refused to perform the work of its subcontract in accordance with normal industry standards.

Good Faith Efforts (GFE): Efforts to achieve a DBE goal or other requirement of this Part, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Home State: The state in which a DBE firm or applicant for DBE certification maintains its principal place of business.

Indian Tribe: means any Indian tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of "tribally-owned concern" in this section.

Joint Venture: An association between a DBE firm and one or more other firms to carry out a single, for profit business enterprise, for which the parties combine property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

Liabilities: Financial or pecuniary obligations. This includes, but is not limited to, accounts payable, notes payable to bank or others, installment accounts, mortgages on real estate, and unpaid taxes.

Manufacturer: A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by specifications.

Native Hawaiian: Any individual whose ancestors were natives, prior to 1778, of the area which now comprises the State of Hawaii.

Native Hawaiian Organization: Any community service organization serving Native Hawaiians in the State of Hawaii which is a not-for-profit organization chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

Non-compliance: Failure, either willful or inadvertent, to correctly and accurately implement DBE Program requirements.

North American Industrial Classification System (NAICS): The five to six-digit classification numbers that best describes the primary business of a firm. The basis for industry classification changed from the 1987 Standard Industrial Classification System (SIC) to the 2004 NAICS.

Operating Administration: Any of the following agencies of the U.S. Department of Transportation (U.S. DOT): Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and Federal Aviation Administration (FAA).

Personal Net Worth: The net values of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include: The individual's ownership interest in an applicant or participative DBE firm or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her own share of assets, jointly or as community property, with the individual's spouse.

Primary Industry Classification: means the most current North American Industry Classification System (NAICS) designation which best describes the primary business of a firm. The NAICS is described in the North American Industry Classification Manual—United States, which is available on the Internet at the U.S. Census Bureau Web site: *http://www.census.gov/eos/www/naics/.*

Primary recipient: means a recipient which receives U.S. DOT financial assistance and passes some or all of it on to another recipient.

Principal Place of Business: The business location where the individuals who manage the firm's day-to-day operations spend most working hours. If the offices from which management is directed and where the business records are kept are in different locations, the recipient will determine the principal place of business.

Program: Any undertaking on the City's part to use U.S. DOT financial assistance as authorized by laws to which the DBE Program applies.

Race-Conscious Measure or Program: A program or measure that focuses specifically on assisting DBEs, i.e., by the development and inclusion of participation goals or good faith effort activities.

Race-Neutral Measure or Program: A program or measure that focuses on assisting all small businesses equally, regardless of gender, ethnicity, or social/economic disadvantage, i.e., community outreach and awareness programs. For the purposes of this part, *race-neutral* includes gender-neutrality.

Recipient: An entity, public or private, that receives U.S. DOT financial assistance (through the programs of the FAA, FHWA, or FTA), including primary recipient (an entity that passes some or all of the financial assistance to another recipient) and subrecipient (an entity that receives U.S. DOT financial assistance through a primary recipient).

Regular Dealer/Supplier: A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad-hoc or contract by contract basis.

Set-Aside: A contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms or on some other basis not related to qualifications or pricing.

Small Business or SB: The City adheres to the U.S. Department of Transportation's definition of a Small Business Enterprise.

Small Business Administration or SBA: The federal United States Small Business Administration.

SBA Certified: A firm refers to firms that have a current, valid certification from or recognized by the SBA under the 8(a) BD or SDB programs.

Small Business Concern: A business that meets the definition contained in Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

Socially and Economically Disadvantaged Individual: Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Found by the CUCP certifying member agency to be socially and economically disadvantaged on a case-by-case basis.

2. A member of any one or more of the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

   (i) "Black Americans" which includes persons having origins in any of the Black racial groups of Africa;

   (ii) "Hispanic Americans" which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

   (iii) "Native Americans" which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) "Subcontinent Asian Americans" which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(v) "Asian Pacific Americans" which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong.

(vi) Women; and

(vii) Any additional group whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

Spouse: A married person, including a person in a domestic partnership or a civil union recognized under State law.

Transit Vehicle: A vehicle used by the City, e.g. railcar, bus or van, for the primary purpose of public mass transportation; this definition does not include locomotives or ferry boats.

Transit Vehicle Manufacturer (TVM): Any manufacturer whose primary business purpose is to manufacture vehicles specifically built for public mass transportation. Such vehicles include, but are not limited to: Buses, rail cars, trolleys, ferries, and vehicles manufactured specifically for paratransit purposes. Producers of vehicles that receive post-production alterations or retrofitting to be used for public transportation purposes (e.g., so-called cutaway vehicles, vans customized for service to people with disabilities) are also considered transit vehicle manufacturers. Businesses that manufacture, mass-produce, or distribute vehicles solely for personal use and for sale "off the lot" are not considered transit vehicle manufacturers.

A manufacturer of vehicles used by the City for the primary purpose of public mass transportation (e.g. railcars, buses, and vans). The term does not apply to firms that rehabilitate old vehicles or to manufacturers or dealers of transit vehicles with respect to requirement of paragraph 26.49 of the regulation.

Tribally-owned Concern: Any concern at least 51 percent owned by an Indian tribe as defined in this section.

Unified Certification Program (UCP): A one-stop certification clearinghouse which standardizes DBE certification criteria across all certifying members of the UCP and

enables applicants to apply once for DBE certification, which will be honored by all U.S. DOT recipients within the state.

U.S. Census Bureau: The U.S. government agency responsible for the U.S. Census, as well as other national demographic and economic data.

U.S. Department of Transportation (U.S. DOT): Department of the U.S. federal government that is actively involved with U.S. transportation at the national, state, and local levels. The U.S. DOT includes the Office of the Secretary, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA).

III. RECORD KEEPING REQUIREMENTS (§26.11)

The City maintains a recordkeeping system which identifies U.S. DOT-assisted contract awards and tracks prime contractors' progress in achieving DBE goal commitments throughout the performance of the contract. The City verifies payments made to DBEs and keeps record of actual DBE attainments. Any areas of identified non-compliance are subject to administrative sanctions against the contractor as outlined in this manual.

The City's records serve to document all information, for each U.S. DOT-assisted contract, needed to comply with U.S. DOT regulations. Records will include, but will not be limited to, the following information:

1. Contract funding source(s);
2. Contract title and number;
3. Type of contract (e.g., construction, professional services, material supplies, TVM or other);
4. DBE contract goal, if applicable, and methodology used in establishing the goal;
5. Prime contractor/consultant name, address and primary contact;
6. DBE commitment (percentage and dollar value of contract allocated to DBEs);
7. Good Faith Effort (GFE) analysis and evaluation results, if applicable;
8. Name, certification status (DBE or non-DBE) and subcontract dollar value for each listed subcontractor;
9. DBE status, gender, ethnicity, and dollar value of participation for each listed DBE;
10. Type of work performed by each listed DBE (i.e., subcontractor, regular dealer/supplier, broker, manufacturer, trucking company, etc.);

11. Tally of DBE utilization throughout the life of the contract, including final DBE utilization reported at contract close-out;

12. Field observation/on-site interview forms;

13. Monthly Report measuring DBE commitment percentage and dollar amount vs. actual attainment;

14. Certification by the City, attesting to having monitored contractor compliance, documentation submittal requirements, and on-site performance; and

15. Outreach efforts made by the City to inform DBEs of the contracting opportunity and inform prime bidders/proposers of DBE availability and interest in the contract.

A. Uniform Reports of DBE Awards/Commitments and Payments (§26.11(a))

The City's DBELO or designee shall submit for FTA review and approval, a semi-annual *Report of DBE Awards or Commitments and Payments (Exhibit D)*. In conformance with FTA direction the City will submit reports through FTA's Transit Award Management System (TrAMS) by June 1 and December 1 of each federal fiscal year. The reports shall list the dollar value of DBE participation for U.S. DOT-assisted contracts and subcontracts awarded and closed and shall demonstrate the City's progress toward reaching the FTA-approved overall/triennial DBE goal. All dollar amounts reported will reflect the federal share of such contracts. The report will identify the dollar amount awarded to certified DBEs through the use of race conscious methods and race neutral methods. The City will also report DBE participation and payments on ongoing contracts.

The City will adhere to the following reporting period based on the Federal Fiscal Year

- Reporting period: October 1st through March 31st report due June 1st
- Reporting period: April 1st through September 30th due December 1st

B. Bidders List: §26.11(c)

49 CFR §26.11 requires the City to create and maintain a Bidders List. All U.S. DOT-assisted contracts shall include a contract clause requiring all prime bidders/proposers to submit a completed Bidders List to the City, for their firm and for all firms (DBE and non-DBE) that submitted a bid, proposal or quote, to the prime bidder/proposer on U.S. DOT-assisted contracts, including firms who were contracted by the prime bidder. The Bidders List shall, at a minimum, contain the following information for each firm:

1. Firm name
2. DBE certification status

3. Address
4. Phone #
5. Email
6. Age
7. Contract/Agreement amount
8. Contact name and title
9. Type of product/service provided/NAICS
10. Range of annual gross receipts
11. DBE Certification Status
12. DIR Registration No.

The City will use this information to assist in establishing the City's market area and as a resource in the City's DBE goal-setting process.

IV. ASSURANCES AND REQUIRED CONTRACT PROVISIONS

A. Non-Discrimination Assurances (§26.13(a))

Pursuant to the requirements of this Part, the City will sign the following assurance as a condition of financial assistance agreements with the U.S. DOT, and which is hereby made applicable to all of the City's U.S. DOT-assisted contracts:

"The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT-assisted contract or in the administration of its DBE Program or the requirements of Title 49 CFR, Part 26. The City shall take all necessary and reasonable steps under Title 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts. The City's DBE Program, as required by Title 49 CFR, Part 26 and as approved by U.S. DOT Operating Administrations, is incorporated by reference in this agreement.

Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved Program, the Department may impose sanctions as provided under Title 49 CFR, Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

This language will appear in financial assistance agreements with sub-recipients. This language is to be used verbatim, as it is stated in 26.13(a).

B. Contractor Assurance Clause (49 CFR §26.13b)

The City shall ensure that the following language and/or procedures are included in all financial assistance agreements with sub-recipients:

The City shall require that the prime contractor include the following clause in every U.S. DOT- assisted contract and subcontract:

"The Contractor, City 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 applicable requirements of 49 CFR Part 26 in the award and administration of U.S. 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 such other remedy as the City deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the Contractor from future bidding/proposing as non-responsible.

Contractor agrees to include these requirements in all subcontracts at any tier."

This language is to be used verbatim, as it is stated in 26.13(b).

C. Prompt Payment Clause

The City has adopted a prompt payment provision on all U.S. DOT-assisted contracts to facilitate timely payment to all subcontractors in accordance with regulatory mandates. Pursuant to 49 CFR Part 26.29, the City will include the following clause in each U.S. DOT-assisted contract:

"Contractor/Consultant agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment Contractor/Consultant receives from the City. Contractor/Consultant agrees further to return retainage payments to each subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Agreement work by the City. Any delay or postponement of payment from the above referenced time frame may take place only for good cause and with the City's prior written approval."

Contractor/Consultant shall incorporate this clause verbatim, set forth above, in all subcontract, broker, dealer, vendor, supplier, purchase order or other source agreements issued to both DBE and non-DBE firms.

Any violation of the provisions listed above shall subject the violating Contractor/Consultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to Contractor/Consultant or subcontractor in the event of a dispute

involving late payment or nonpayment by Contractor/Consultant; deficient subcontractor performance and/or noncompliance by a subcontractor.

Failure to comply with this provision without prior approval from the City will constitute noncompliance, which may result in the application of appropriate administrative sanctions, including, but not limited to, a penalty of two percent (2%) of the invoice amount due per month, for every month that full payment is not made.

V. ADMINISTRATIVE REQUIREMENTS AND STAFFING

A. DBE Program Updates (§26.21)

As a recipient of more than $250,000 of U.S. DOT financial assistance over a Federal Fiscal Year and pursuant to 49 CFR §26.21, the City shall continue to implement the DBE Program unless and until all funds from U.S. DOT financial assistance have been expended.

The City will regularly review directives issued by U.S. DOT and update its DBE Program as necessary to fully comply with the intent of the US DOT's DBE Program. The City will promptly advise all applicable U.S. DOT Operating Administrations, of any significant updates and/or changes to the City's DBE Program.

B. DBE Liaison Officer (DBELO) (§26.25)

The City Manager, while maintaining ultimate responsibility for the City's DBE Program, has designated the Senior Management Analyst to serve as the DBE Liaison Officer (DBELO) with responsibility for the implementation all aspects of the City's DBE Program and ensuring that the City complies with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the City Manager concerning DBE Program matters. The DBELO is responsible for developing, implementing and monitoring the DBE Program, in coordination with other appropriate officials. A DBE Program Implementation Organizational Chart demonstrating the DBELO's position in the organization can be found in Exhibit B "DBE Program Organizational Chart". Contact information for the City's DBELO is as follows:

Senior Management Analyst
DBE Liaison Officer
City of Montebello
400 S. Taylor Avenue
Montebello, CA 90640
Telephone: (323) 558-1625

The DBELO and or their support staff's duties include, but are not limited to, the following activities:

- Analyze and revise DBE program policies and procedures as necessary.
- Submit updates to the U.S. DOT, regarding any significant changes to the City's DBE Program.
- Works with the City departments and DBE consultant to perform goal-setting analysis, establish methodology, and calculate overall triennial DBE goals.
- Review triennial/overall DBE goal commitments at the end of each Federal Fiscal Year (FFY); analyze any goal shortfall(s); provide to the FTA (within 90 days after FFY end), a written analysis of why the overall goal was not achieved, as well as a written plan for corrective actions that the City will take, to remedy the goal shortfall.
- Conduct and coordinate outreach efforts to DBEs and small businesses to provide information regarding contracting opportunities with the City.
- Participates in development of DBE information to be presented at pre-bid/pre-proposal meetings for purposes of reviewing DBE solicitation and contract requirements with potential bidders and/or offerors.
- Ensure that solicitation documents and contract templates include all relevant DBE Program elements, contractor documentation submittal requirements and required contract provisions.
- Work with the City's contracting/procurement staff to remove, where feasible, barriers which may limit DBE participation, by ensuring that Invitations for Bids (IFBs) and Requests for Proposals (RFPs) do not contain unduly restrictive requirements; ensure that sufficient time is allowed during the pre-bid phase, for DBEs to schedule attendance at pre-bid/pre-proposal meetings and for non-DBEs to perform adequate good faith efforts established .
- Maintain a Bidders List of firms that submit a bid, quote or proposal for participation on a City contract; ensure that the Bidder List contains all information required by 49 CFR §26.11.
- Ensure Good Faith Efforts are reviewed for responsiveness when bids/proposals do not meet DBE contract goals.
- Develop and implement technical assistance programs for DBEs, including resources and referrals to supportive services.

- Investigate services and resources offered by banks and/or financial institutions owned and controlled by socially and economically disadvantaged individuals.

- Ensure that any DBE subcontractor terminations by the prime Contractor are for "good cause" only, and that any such terminations receive prior written approval by the City.

- Monitor and enforce contractor compliance with all DBE Program provisions including goal commitments, documentation submittal requirements, reporting requirements, prompt payment to subcontractors, and DBE utilization requirements; impose administrative sanctions and/or monetary penalties for contractor's willful non-compliance.

- Ensure procedures are in place that require upon completion of each contract on which DBEs were utilized, a written affidavit attesting to monitoring and verification of contractor compliance with all DBE Program provisions.

- Provide timely DBE reports to the FTA, including the annual *Uniform Report of DBE Awards or Commitments and Payments*.

- Implement provisions to facilitate participation of small businesses on U.S. DOT-assisted contracts.

C. DBE Program Staffing (§26.25)

The DBELO is supported by a support staff of two and DBE consultant. The DBELO will work closely with support staff and the management staff to ensure the DBE Program is implemented uniformly and that all pertinent DBE information is captured within the City's reports the FTA.

Additionally, a consulting firm, Padilla & Associates, Inc. provides additional well-qualified and experienced staff to assist in managing the City's DBE Program.

The consultant provides assistance to the City in administering its approved Disadvantaged Business Enterprise (DBE) Program in accordance with U.S. Department of Transportation (U.S. DOT) DBE Program set forth under Title 49 Code of Federal Regulations (CFR) Part 26.

Padilla & Associates, Inc., will readily assist the City in this regard to ensure that the City is compliant with current governing regulations and timely kept abreast of proposed legislation in the area to further ensure it is proactive in implementing policies and practices that advance the goals and objectives of this important regulation.

D. DBE Organizational Chart (§26.25)

See Exhibit A "DBE Program Organizational Chart."

E. DBE Reconsideration Official (§26.53 (d)(2))

In instances where contract goals are established and the bidder/proposer either fails to satisfy the requirements for meeting the contract goal or fails to document a sufficient Good Faith Effort (GFE) to do so, the City will afford the bidder/proposer, prior to award of the contract, an opportunity for administrative reconsideration of the City's determination of non-responsiveness.

Unless otherwise specified, the bidder/proposer may, within two (2) business days of being informed by the City of its non-responsiveness due to its failure to document and provide sufficient and adequate Good Faith Efforts in the subject procurement, request administrative reconsideration. Bidders/Proposers must make this request in writing to the Reconsideration Official as designated herein.

To ensure integrity in the process, the Reconsideration Official will not have played any role in the original determination that the bidder/proposer did not meet the established contract-specific DBE goal, or adequately document Good Faith Efforts as specified in the subject procurement. The City has designated the following individual to serve as DBE Reconsideration Official:

Transit Administration Manager
DBE Reconsideration Official
City of Montebello
400 S. Taylor Avenue
Montebello, CA 90640
Telephone: (323) 558-1625

The City, at its discretion, may utilize another U.S. DOT recipient agency's DBELO or Reconsideration Official who is a member of the California Unified Certification Program as an independent, impartial party to serve in the capacity of Reconsideration Official.

As part of this reconsideration, the bidder/proposer will have the opportunity to provide written evidence/documentation or argument concerning the issue of whether it met the goal or made adequate Good Faith Efforts to do so. Further, the bidder/proposer will have the opportunity to meet with the Reconsideration Official in person to discuss the issue of whether it met the goal or made adequate Good Faith Efforts to do so. The City will document the basis for the reconsideration determination and forward the final written determination to the bidder/proposer within seven (7) working days of the hearing date. All parties shall be advised that reconsideration final decisions are NOT administratively appealable to U.S. DOT.

Further, the City's Reconsideration Official and/or designee shall also perform oversight of the reconsideration process. The Reconsideration Official and/or designee's duties include, but are not limited to, the following activities:

1. Ensures that all DBE administrative reconsideration procedural actions are consistent with the requirements and standards specified in Title 49 CFR, Sections 26.53 and 26.87, and that the Program's integrity is maintained at all times.

2. Reviews bidder/proposer written documentation or argument concerning the issue of whether it met the goal or made adequate Good Faith Efforts to do so.

3. Upon review of the bidder's/proposer's request for consideration, the Reconsideration Official sends the bidder/proposer a written decision on reconsideration, explaining the basis for finding that the bidder/proposer did or did not meet the goal or make adequate Good Faith Efforts to do so.

4. Maintains records of conducted hearings.

5. Provides determinations in writing to the DBELO.

F. Prompt Payment Mechanisms (§26.29)

The City has adopted a prompt payment provision on all U.S. DOT-assisted contracts to facilitate timely payment to all subcontractors in accordance with regulatory mandates. Pursuant to §26.29 "Prompt Payment Provisions" (DBE Final Rule), the City has selected the following method to comply with the prompt payment of retainage requirement:

The City will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within thirty (30) days after payment to the prime contractor.

Any delay or postponement of payment from the above referenced time frames may take place only for good cause and with the City's prior written approval. Failure to comply with this provision or delay in payment without prior written approval from City will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to a withhold of two percent (2%) of the invoice amount due per month for every month that payment is not made.

G. DBE Financial Institutions (§26.27)

The City shall thoroughly investigate the full extent of services offered by banks and/or financial institutions owned and controlled by socially and economically disadvantaged

individuals in the community, to make reasonable efforts to utilize these institutions, as available, and to encourage prime contractors on the City's U.S. DOT-assisted contracts to make use of these institutions. The City has made efforts to identify these institutions and has provided a list of them on their website and as an Exhibit to the program. The City will re-evaluate the availability of DBE financial institutions every 24 months.

Information on the availability of such institutions can be obtained from the DBE Liaison Officer.

H. DBE Directory (§26.31 and §26.81)

The City is a non-certifying member of the California Unified Certification Program (CUCP). 49 CFR §26.81 requires each state's UCP to maintain a unified DBE directory containing, for all firms certified by the UCP (including those from other states certified under the provisions of this part), the information required by §26.31.

The City utilizes the CUCP online state-wide DBE Directory, which contains the following information for each certified DBE, as applicable:

1. DBE name
2. Contact name
3. Business address
4. County(ies) of performance
5. Telephone number
6. Fax number
7. Email address
8. NAICS code(s) under which the firm is certified
9. Work category code(s) (optional)
10. Contractor's license classification
11. Gender
12. Ethnicity
13. Certification status
14. Certifying agency

This directory is made available to the public electronically (on the internet) and in print. The electronic version is downloadable into a searchable and sortable Excel spreadsheet. The City refers interested parties to CUCP Database of Certified DBE Firms, and includes DBEs listed in the directory in the City's outreach efforts. The DBE Directory is published in the California Department of Transportation's (Caltrans) "Business and Economic Opportunity" website, which can be accessed at https://ucp.dot.ca.gov/licenseForm.htm

I. Overconcentration (§26.33)

The City has developed policies and procedures to address overconcentration of DBE utilization in certain types of work. This is accomplished through regular tracking of contract awards and compliance monitoring.

Areas that have been identified to demonstrate over concentration of DBE participation will not be assigned a contract-specific goal and will be procured under race-neutral measures to ensure compliance with regulatory overconcentration provisions. Currently, the City identifies and analyses areas of the City's contracting work that demonstrate over-concentration on an annual basis.

J. Business Development Programs (§26.35; Appendices C and D)

The City has implemented race and gender-neutral efforts to promote small business concerns, including DBEs. The City's Small Business Element, which was developed to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation that may preclude small business participation in procurements as prime contractors or subcontractors can be found within Section L of this Program.

K. City Written Certification (§26.37)

To further ensure the integrity of the DBE Program's intent, and in accordance with the City's DBE Compliance Close-Out Report Process, the City's DBELO or a designee will complete and file, a written certification attesting to having reviewed and monitored contractor DBE documentation, on-site performance when applicable, and payments to DBEs to verify compliance with DBE requirements.

Additionally, as part of the Commercially Useful Function Monitoring procedures conducted by the City, written certification is be provided during the City's commercially useful function review process that includes an on-site observation, survey and a desk audit to compare on-site observations against submitted DBE reporting.

L. Small Business Participation and Small Business Element (§26.39)

The City has established a Small Business Element as a supplement to their existing DBE Program, to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors in direct response to regulatory requirements, 49 CFR Part 26.39 "Fostering Small Business Participation" (Federal Register/ Vol. 76, No. 19/ Friday, January 28, 2011/ Rules and Regulations).

For purposes of capturing Small Business utilization, the City adheres to the U.S. Department of Transportation's Small Business definition for determining what constitutes a Small Business Enterprise. The City accepts Small Business certifications certified through the State of California's Department of General Services.

This Small Business Element will include, but is not limited to the following assertive strategies:

- The City of Montebello will hold a pre-proposal conference for key procurement releases that will include a networking component to encourage teaming and partnering between primes and Small Businesses as well as providing them access to the City of Montebello's key procurement individuals. This networking component will provide Small Businesses valuable access and opportunity needed to promote their capabilities and strengthen competitiveness, marketability and participation of Small Businesses firms within the City of Montebello's contracting program. Additionally, it will encourage Prime Contractors to partner and communicate with the Small Business community.

- The City will develop a schedule for Key Procurement and Contracting Staff to attend Small Business related conferences and functions to establish the importance placed on fostering Small Business Opportunities in the City of Montebello's contracting program and provide small businesses valuable access to key procurement individuals, in order to promote their capabilities and strengthen relationships and participation of small businesses firms within the City's contracting program.

- The City provides Small Business firms the ability to utilize and review bid/procurement plans at no cost online. The City will inform the procurement community and small business firms that this resource has been made available to them at proposal/bid conferences. The City is confident that providing Small Business firms online access to these crucial plans at no additional cost will aid in leveling the playing field and enable them to submit quality proposals and bids.

The City will actively implement the Small Business element to foster small business participation as a requirement of good faith implementation of the City's DBE program. The small business element applies to sub-recipients in the same way as the City's DBE Program.

VI. GOALS, GOOD FAITH EFFORTS AND COUNTING

A. Use of Set-asides or Quotas (§26.43)

The City shall not permit the use of quotas for DBEs on U.S. DOT-assisted contracts, in accordance with 49 CFR Part 26.43. Further, the City shall not set aside contracts for DBEs, except in limited and extreme circumstances, where no other method could reasonably be expected to redress egregious instances of discrimination.

B. Overall and Contract-Specific DBE Goals

The DBELO shall establish an overall DBE goal over a three-year (Federal Fiscal Year) period, for the participation of DBEs in all budgeted contracts utilizing U.S. DOT federal financial assistance. The City's overall DBE goals represent the amount of ready, willing and able DBEs that are available to participate in contracting opportunities and is reflective of the amount of DBE participation the City would expect, absent the effects of discrimination. The City intends to meet those goals to the maximum extent feasible through the race neutral measures described herein. Where race-neutral measures are inadequate to meet the overall goals, the City will establish DBE goals on contracts with subcontracting opportunities and relative DBE availability.

C. Overall DBE Goal-Setting Methodology (§26.45)

The City will establish an overall DBE goal covering a three-year federal fiscal year period if the City anticipates awarding U.S. DOT/FTA funded prime contracts for a cumulative total value of which exceeds $250,000 during any one or more of the reporting fiscal years within the three-year goal period.

In accordance with Section 26.45(f) the City will submit its overall goal to FTA on August 1 of each three-year goal period. The City's current goal covers the goal period of Federal Fiscal Years 2019-2021 and the City is projected to submit its next overall goal on August 1, 2021.

A description of the methodology utilized to calculate the overall goal submitted for FFYs 2019/2021 and the goal calculations can be found on the City's website.

The following delineates the federally prescribed goal-setting methodology (Step 1 and Step 2) and other components the City will follow in establishing an Overall DBE goal, as follows:

1. Projecting Federal Assisted Contract Expenditures for Three Fiscal Year Period

In conjunction with the preparation and adoption of the budget for each fiscal year, the DBELO, in consultation with the appropriate divisions and departments responsible for contracting activities, will conduct a thorough analysis of the projected number, types of work and dollar amounts of contracting opportunities that will be funded, in whole or in part, by U.S. DOT federal financial assistance for the upcoming three year fiscal period.

2. Establishing a Base Figure

Once the City defines its contracting markets for the upcoming three fiscal year period, the City will establish a base figure following one of the methodologies, in accordance with 49 CFR §26.45, as an initial step in the goal-setting process.

The City may determine the relative availability of DBEs accordingly:

i. Utilize the CUCP online DBE Directory to establish the number of certified DBEs located within the City's market area, in each NAICS code/category representing a contract scope of work;

ii. Utilize the U.S. Census Bureau's County Business Patterns (CBP) data to establish the number of all businesses (DBEs and non-DBEs) located within the City's market area, in each NAICS code/category representing a contract scope of work;

iii. Determine the ratio of DBEs to all business located within the City's market area, in each NAICS code/category representing a contract scope of work;

iv. Apply a weighting factor each resulting ratio, based on the percentage of federal funds the City is projected to award and/or expend on various industries; and/or

v. Utilize a Bidders List.

3. Adjusting the Base Figure

As a mandatory second step, the City will consider, as a basis for adjusting the overall DBE base figure, additional factors/indicators determined to be relevant to DBE availability. These factors may include, but are not limited to:

i. Demonstrated evidence of DBE capacity to perform work in the City's program;

ii. Real market conditions;

iii. Disparity studies conducted within the jurisdiction;

iv. Other recipients' goal results in similar contracting opportunities and markets, and the reasons for the level of those results;

v. Methods used by the City to increase DBE participation in U.S. DOT-assisted contracts;

vi. Demographics and business activity of the geographical area in which the City will solicit bids or proposals;

vii. Data from statistical disparities of DBEs to obtain financing, bonding and/or insurance;

viii. Data on employment, self-employment, education and training programs, to the extent that the City can relate it to opportunities for DBEs to perform on federally assisted contracts; and

ix. Input from public participation.

D. Public Participation (§26.45)

1. Consultation with Community Groups and Constituents

Prior to publication of the City's proposed overall DBE goal, the City will consult with, and solicit input from, a variety of constituent groups representing minority- and women-owned business organizations, contractor organizations, and other industry, ethnic and community-based organizations reasonably expected to possess information regarding the availability of disadvantaged businesses, their capability to perform on City contracts, and the impacts and effects of contracting discrimination on DBEs.

Upon receipt of any comments, the City's DBELO will analyze the comments, summarize the results, and modify the proposed overall goal, if appropriate.

2. Advertising of Proposed Overall DBE Goals

Pursuant to new DBE Program regulations effective November 3, 2014, the City understands that commercial advertising of the overall DBE goal is now at the City's discretion. The City will post a public notice to the City's website announcing the City's proposed Overall Goal. Advertisements of the proposed triennial goal, will be titled "Public Notice" and shall include the following:

i. Proposed triennial goal percentage for DBE participation

ii. A statement that the proposed goal and methodology are available for public inspection for a period of 30 days from the date of publication.

iii. A statement that the City will accept public comments on the proposed goal and methodology for a period of 30 days from the date of publication.

iv. Contact information and instructions for viewing the City's proposed goal/methodology and/or submitting a public comment.

Upon receipt of any public comments, the City's DBELO will analyze the comments, summarize the results, and modify the overall goal, if appropriate. This will occur prior to final adoption of the triennial goal and submission to FTA for review.

E. Annual Review and Remedy Reports (49 CFR §26.47)

Pursuant to 49 CFR §26.47(c), the City is required to analyze, on a semi-annual basis, the DBE awards and commitments reported to the FTA. If the City's DBE awards/commitments are less than the City's overall DBE goal for that Federal Fiscal Year (FFY), the City is required to develop a written analysis of the shortfall, as well as stablish specific steps and milestones to correct the problems identified in the analysis. As the City is not currently listed as one of the largest 50 transit agencies in the U.S. (based on level of U.S. DOT/FTA assistance), the City will not submit their written analysis to their FTA Civil Rights Regional Office but will keep it on file and ready for review within 90 day of the FFY end, or by the end of the calendar year.

F. Transit Vehicle Manufacturers (§26.49)

Under the U.S. DOT DBE regulations, a transit vehicle manufacturer (TVM) means any manufacturer whose primary business purpose is to build vehicles specifically for public mass transportation. Such vehicles include, but are not limited to, buses, rail cars, trolleys, ferries and vehicles manufactured specifically for paratransit purposes. The definition includes producers of vehicles that receive post-production alterations or retrofitting to be used for public transportation purposes. Businesses that manufacture vehicles solely for personal use and for sale "off the lot" are not considered transit vehicle manufacturers.

Further, to the extent that a vehicle remanufacturer is responding to a solicitation for new or remanufactured vehicles with a vehicle to which it has provided post-production alterations or retrofitting (e.g., replacing major components such as an engine to provide a "like new" vehicle), the vehicle remanufacturer is considered a transit vehicle manufacturer.

The City shall require all TVMs to certify that they have complied with 49 CFR §26.49 and have established an overall DBE participation goal that has been approved (or not disapproved) by the FTA before they can bid on any City transit vehicle procurement. Only those transit vehicle manufacturers listed on FTA's eligible TVMs list, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.

The City will also utilize the FTA's online TVMs list, accessible at https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers, to verify that the TVM is authorized to bid or propose on U.S. DOT-assisted transit vehicle procurements.

The City will submit, within 30 days of making a TVM award, the name of the successful bidder and the total dollar value of the contract through FTA'S online Transit Vehicle Award Reporting Form located at https://www.surveymonkey.com/r/vehicleawardreportsurvey.

Expenditures for U.S. DOT-assisted transit vehicle procurements are not included in the funding base used to calculate the City's Overall goal or reported on Semi-Annual Uniform Reports. If non-TVM vehicles are purchased, DBE TVMs are not available, contracts will be included in the City's Overall DBE goal Methodology and Semi-Annual Uniform Reporting.

G. Methods for Meeting Goals (§26.51)

The City will endeavor to meet its overall DBE goal and increase DBE participation on, the City's U.S. DOT-assisted contracts, by utilizing a combination of race-conscious and race-neutral DBE Program elements.

1. Race and Gender-Neutral Measures

The City intends to use race and gender-neutral methods to the maximum extent feasible to achieve its overall DBE goal. DBE participation that is obtained on contracts that have no established DBE contract goal, or where prime contractors use a strictly competitive bidding process and do not consider the DBE's status as a factor in awarding a subcontract shall be considered race and gender-neutral DBE participation.

In addition, the City will use the following measures as appropriate:

i. Identify components of the work which represent subcontracting opportunities and identify the availability of DBE subcontractors to participate in proportion to total available subcontractors. Contractors will be encouraged to consider subcontractors for components of the work for which there is a known supply of ready, willing, and able subcontractors, including DBE subcontractors, in preparing their bids;

ii. Provide technical assistance to DBEs, in areas relevant to public contracting success; provide referrals to small/minority business assistance organizations;

iii. Facilitate the distribution of the CUCP DBE Directory to the widest feasible universe of potential prime contractors;

iv. Assist DBEs in overcoming limitations in bonding and financing;

v. Include small and disadvantaged businesses in the City's outreach, public information, and communications programs, to ensure that DBEs are made aware of the City's contracting opportunities; and

vi. Provide business development assistance to DBEs, to facilitate business growth and success beyond participation in the City's DBE Program.

2. Race and Gender Conscious Measures

In accordance with 49 CFR Part 26, the City will project how much of the overall DBE goal can be achieved through race and gender-neutral measures, and will use race-conscious measures, such as contract-specific DBE goals, only to meet that portion of the overall goal which is not likely to be met utilizing race-neutral measures.

Further, the City shall monitor and adjust the estimated utilization of race-neutral and race-conscious methods as required in accordance with 49 CFR 26.51(f).

H. Contract-Specific Goals (§26.51)

The DBELO shall establish contract-specific DBE goals to meet any portion of the overall DBE goal that the City does not project being able to meet using race-neutral means. The City will establish contract-specific goals only on those U.S. DOT-assisted contracts that have subcontracting opportunities.

The DBELO will receive from the user department, an advance notification form for each upcoming contract, with cost estimates, scope of work, and possible subcontracting opportunities. The DBELO will determine whether a contract DBE goal should be established and if so, will express each goal as a percentage of the total contract value.

The City may establish a DBE contract goal that is higher or lower than its overall goal, depending on such factors as the type of work involved, the location of the work, and the availability of DBEs for the work of the particular contract.

The City's contract goals will provide for participation by all certified DBEs and will not be subdivided into group-specific goals.

I. Design-Build Contracts (Federal Register / Vol. 68, No. 1151)

The City recognizes that certain modifications are necessary to adapt the DBE Program for use in connection with Design-Build projects and will therefore follow the prescribed regulatory U.S. DOT requirements and subsequent guidance.

J. Evaluation and Award of Contracts with DBE Goals (§26.53(a))

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/proposer that has made good faith efforts to meet the contract goal. The City shall award contracts to the lowest responsive and responsible bidder/proposer as required by California Public Contract Code, where applicable. However, for such contracts, as well as for contracts awarded pursuant to a competitive negotiation procedure, a bidder/proposer that 1) fails to demonstrate its commitment to

meet the established DBE contract goal by listing sufficient DBEs on its "DBE Participation Commitment" form due with the bid/proposal or within 48 hours after bids/proposals are due and/or 2) fails to demonstrate that it made an adequate Good Faith Effort to meet the goal, shall be deemed "non-responsive" and shall be ineligible for contract award.

1. Evaluation of Bids and Proposals

After the bid opening or proposal due date, the DBELO shall evaluate all bids/proposals to determine whether the bidders/proposers submitted all information required by 49 CFR §26.53(b). On contracts with established DBE contract goals, the lowest successful bidder or highest ranked proposer who demonstrates its commitment to meet the DBE contract goal or demonstrates an adequate Good Faith Effort (GFE) shall be recommended for contract award. In the event that the lowest bidder or highest ranked proposer fails to either meet the contract goal or demonstrate an adequate GFE, or is otherwise unresponsive or not responsible, the DBELO shall evaluate the second lowest bidder or second highest ranked proposer. Should the DBELO determine that additional information is needed to evaluate a bid or proposal with regard to DBE requirements, the DBELO shall request the bidder/proposer to submit the required information or may contact the listed DBE(s) directly.

2. Evaluation of DBE Certification Status and DBE Eligibility

The DBELO shall require that all DBEs listed by bidders/proposers for participation in contracts with goals, be certified as such before bids/proposals are due, in order for the DBE participation to be counted towards meeting the DBE contract goal.

The City accepts DBE certifications from all certifying members of the California UCP, and any other U.S. DOT recipients, which certify DBEs in accordance with 49 CFR Part 26. It is the bidder's/proposer's responsibility to verify certification status of all proposed DBEs, prior to listing them on the "DBE Participation Commitment" form which is due with the bid or proposal.

When evaluating DBE certification status, the City ensures that the DBE: 1) is certified before bids/proposals are due (§26.81(c)) and 2) is certified in the NAICS code that represents the scope of work to be performed by the DBE on the contract (§26.71).

After award of the contract, it is the prime contractor's responsibility to monitor the DBE certification expiration dates of its DBEs, and to ensure that credit for DBE participation is only granted to DBEs with current DBE certification status.

K. Meeting Established Goals or Demonstrating Good Faith Efforts (§26.53; Appendix A)

If a bidder's/proposer's value of DBE participation does not meet the established DBE contract goal, the DBELO shall review the bidder's/proposer's Good Faith Effort (GFE) documentation to determine responsiveness and shall determine whether the bidder/proposer has performed the quality, quantity, and intensity of efforts that demonstrates a reasonably active and aggressive attempt to meet the DBE contract goal.

The following sections outline the requirements of firms competing for City contracts to comply with either meeting the DBE contract goal by committing to utilizing sufficient DBEs or by documenting an adequate GFE. Failure for a bidder/proposer to meet a DBE goal or demonstrate that an adequate GFE was made, will deem the bid/proposal non-responsive.

1. Meeting Established Goals

For each solicitation on which a DBE contract goal has been established, the City shall require bidders/proposers to submit the following information to the City at the time of bid/proposal submission.

i. Written and signed documentation of the bidder's/proposer's commitment to utilize DBEs, to be submitted on the City's "DBE Participation Commitment" form. Information listed on the form shall include:

   a. Name, address and contact information for each DBE listed on the contract;

   b. Description of the work that each DBE will perform;

   c. Dollar amount of participation of each DBE;

   d. Percentage of total contract value allocated to each DBE;

   e. Prime bidder's/proposer's name, title and contact information;

   f. The City's contract number;

   g. Total dollar amount of participation of all DBEs;

   h. Percentage of total contract value allocated to all DBEs;

   i. DBE commitment percentage;

   j. Prime bidder's/proposer's signature and date

k. For each listed DBE, proof of valid and current DBE certification in the NAICS code directly applicable to the work the DBE will perform on the contract.

ii. The bidder/proposer shall also submit, for each DBE to perform under this contract, a written confirmation signed and dated from each the DBE listed, acknowledging that the DBE is participating in the contract for the it is participating in the contract for a specified dollar value and scope of work listed on the DBE Participation Commitment Form.

2. Demonstrating Good Faith Efforts (§26.53(b)(2)(vi))

If a bidder/proposer does not list sufficient DBEs on its "DBE Participation Commitment" form, to meet the established DBE contract goal, and/or if the City's evaluation of the "DBE Participation Commitment" form reveals that the bidder/proposer did not meet the established DBE contract goal, the bidder/proposer must demonstrate an adequate Good Faith Effort (GFE) to be deemed responsive to the City's DBE requirements. The bidder/proposer must demonstrate that it took all necessary and reasonable steps to meet the DBE goal, even if not fully successful.

Bidder/proposer/proposer shall submit the following information to document adequate good faith efforts to the City no later than 4:00 p.m. on the 2nd business day after the City's bid/proposal due date, or as otherwise specified in the solicitation but never to exceed 5 days after bid/proposal due date. Bidder/proposer should submit the following information even if the "DBE Participation Commitment Form" indicates that the bidder/proposer has met the DBE goal. This will protect the bidder/proposer's eligibility for award of the contract if City determines that the bidder/proposer failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening/ proposal due date, or the bidder/proposer made a mathematical error.

Submittal of only the form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following good faith efforts items (A through H) shall be minimally performed prior to bid/proposal submission. Bidder/proposer to complete the following items in sufficient detail to effectively demonstrate that good faith efforts were undertaken to meet the established DBE goal:

i. Items of Work the Bidder/Proposer Made Available to DBE Firms; a description of work items and approximate dollar amounts made available to DBE firms by the bidder/proposer, value of work items as a percentage of total contract work, breakdown of bid/proposal items or larger scopes of contract work (including those items normally performed by the

bidder/proposer with its own forces) into economically feasible units to facilitate DBE participation sufficient to meet the DBE contract goal. It is the bidder/proposer's responsibility to demonstrate that sufficient work was made available to facilitate DBE participation.

ii. Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs soliciting bids/proposals for this project and the dates and methods used to following up initial solicitations to determine with certainty whether the DBEs were interested (attach all copies of solicitation, telephone records, fax confirmations, email communications, etc.), amount of DBEs to respond, documentation to demonstrate DBE firms were provided information about the contract (location of project, contract number, bid/proposal date, items of work made available and contact information) in the Invitation to Bid/Propose from the bidder/proposer, the bidder/proposer solicited through all reasonable means (e.g. attendance at pre-bid/proposal meetings, advertising and written notices) the interest of all certified DBEs who have the capability to perform the work of the contract, bidder/proposer to provide proof of aforementioned items.(Note: Solicitations should occur at a minimum no later than 14 calendar days prior to the City's bid/proposal due date and follow up to the solicitations should allow DBE firms reasonable time to respond). DBE firms solicited must be advised if the original bid/proposal due date has been extended.

iii. Rejected DBE Bid/proposal Documentation; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the bidder/proposer's rejection of the DBE firms, the firms selected and accepted for that work (attach all copies of quotes from all firms involved inclusive of a detailed cost breakdown if opted to self-perform work) and the price difference for each DBE if the selected firm is not a DBE, include an explanation of quote(s) rejected.

iv. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation; names and dates of each publication in which a request for DBE participation for this project was placed by the bidder/proposer (attach copies of advertisements or proof of publications). Publications should be placed at a minimum 14 calendar days before the City's bid/proposal due date. If bid/proposal due date is extended, bidder/proposer is to re-advertise new bid/proposal due date.

v. Agencies, Organizations, or Groups Contacted to Provide Assistance in Contracting, Recruiting, and Using DBEs; the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (Attach copies of requests to agencies, responses received, and efforts made by the bidder/proposer in response).

vi. Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; efforts made to assist interested DBEs in obtaining necessary materials, or related assistance or services, bidder/proposer to provide evidence of effort.

vii. Assistance with Lines of Credit, Insurance, and/or other Services; efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs, bidder/proposer to provide a list of any assistance provided to DBEs:

viii. Additional Data to Support a Demonstration of Good Faith Efforts; in determining whether a bidder/proposer made adequate good faith efforts, the City will take into account the performance of other bidder/proposers in meeting the DBE contract goal. Attach any additional information to support demonstration of good faith in this section.

3. Recommendation for Award

Following the determination of the bidder's/proposer's responsiveness and responsibility to DBE requirements set forth in the solicitation, the DBELO shall prepare a responsiveness report relative to contract-specific DBE requirements. Recommendations for award are subject to compliance with the City's bid/proposal protest procedures.

4. Bidder/Proposer's Right to Administrative Reconsideration

In the event that the DBELO determines that the apparent successful bidder/proposer has not demonstrated its commitment to meet the DBE contract goal and has not demonstrated an adequate Good Faith Effort, the bidder/proposer will be notified in writing. Please refer to Section V. E of this Program for further details regarding the Administrative Reconsideration process.

L. Counting DBE Participation (§26.55)

The City will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

1. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate in federally funded contracts. Therefore, bidders/proposers are cautioned against knowingly and willfully using "fronts" to meet DBE goals. The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of Federal funds should be immediately reported to the Office of Inspector General (OIG), U.S. Department of Transportation, via the toll-free hotline at 800-424-9071, email at https://www.oig.dot.gov/hotline or U.S. mail at U.S. DOT Inspector General, 1200 New Jersey Avenue SE, West Bldg. 7th Floor, Washington, CA 20590. The hotline is open 24 hours per day, seven days per week. Additional information can be found on www.oig.dot.gov/hotline.

2. Commercially Useful Function (§26.55)

To be considered as performing a commercially useful function, the DBE shall meet all of the following:

i. The DBE is responsible for the execution of a distinct element of work in the Contract;

ii. The DBE carries out its obligation by actually performing, managing, and supervising the work involved;

iii. The DBE performs work that is normal for its business, services, and function; and

iv. The DBE performs or exercises responsibility for at least 30 percent of the total cost of its Contract with its own work for and is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practice.

The following factors shall be used in determining whether a DBE trucking company is performing a commercially useful function:

i. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

iii. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

iv. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

v. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate City Operating Administration.

During the course of the contract containing a DBE commitment, the City or an agent of the City may conduct on-site monitoring interview/observation to ensure that work committed to DBEs is actually being performed by DBEs in the same capacity as the DBE participation being reported. This monitoring effort is fully incorporated into the City's DBE On-site Compliance field observation process. This observed work will be reconciled against the DBE subcontractor agreement(s) and Prime Contractor Form 103.

3. DBE Participation Credit

The City requires that all DBEs listed by bidders/proposers for participation in contracts with goals, be certified as eligible DBEs at the time of bid/proposal submission, in order for their participation to be counted towards meeting the established DBE contract goal and/or the City's overall DBE goal.

In accordance with 49 CFR §26.55 and §26.71, the following guidelines apply in calculating/ counting DBE participation:

i. Only the participation of firms certified in accordance with 49 CFR Part 26 may be counted as DBE participation.

ii. Only work (represented by NAICS code(s)) for which the firm is certified as a DBE may be counted as DBE participation.

iii. Only work performed by a DBE's own work forces (including cost of supplies, materials and equipment leases obtained by the DBE for the work of the contract, except supplies and equipment the subcontractor purchases and/or

leases from the prime contractor or its affiliate), may be counted as DBE participation.

iv. When a DBE subcontracts part of its work of its contract to another firm, the value of the subcontracted work may be counted as DBE participation only if the DBE subcontractor is itself a certified DBE. Work that a DBE subcontracts to a non-DBE firm does not count as DBE participation. A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce.

v. When a DBE performs as a participant in a joint venture with a non-DBE, only the portion of the total contract dollar value equal to the distinct, clearly defined portion of the work to be performed by the DBE's own forces may be counted as DBE participation.

vi. Only work considered to perform a commercially useful function may be counted as DBE participation.

vii. For transportation services that are required under the contract and provided by a DBE trucking company, DBE participation is counted on the total value of the transportation services the DBE trucking company provides using trucks it owns, insures, and operates and using drivers it employs.

viii. For materials and supplies that are required under the contract and obtained from a DBE manufacturer, one hundred percent (100%) of the materials/supplies may be counted as DBE participation. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials and supplies obtained by the contractor.

ix. For materials and supplies that are required under the contract and obtained from a DBE supplier/regular dealer, sixty percent (60%) of the materials/supplies may be counted as DBE participation. For purposes of this section, a supplier/regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

x. A bidder/proposer may count as DBE participation, fees and commissions paid to DBE firms that are not manufacturers or regular dealers, provided that the fees or commissions are determined to be reasonable and not excessive, as compared with fees customarily allowed for similar services.

xi. A bidder/proposer may count as DBE participation, all transportation services provided by a DBE trucking firm that can demonstrate control of trucking

operations for which it seeks credit and it owns, insures, and operates, using drivers it employs in the performance of the contract. The DBE must itself own and operate at least one fully licensed, insured, and operation truck used on the contract. The DBE trucking firm may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE who leases trucks from a non-DBE is entitled to credit only for the fees or commissions it receives as a result of the lease arrangement.

xii. Prime contractors are advised to not count participation of DBE subcontractors towards DBE attainment until the amount being counted has been paid to the DBE.

xiii. In cases where a DBE's certification has ceased during the performance period of the contract, although the prime contractor will continue to report to the City, the dollar value of the work performed by the firm, any work performed after the DBE ceases to be certified will not count towards DBE participation credit or the City's Overall DBE Goal.

VII. DBE CERTIFICATION AND ELIGIBILITY

Certification is the process by which all businesses seeking to participate in the City's DBE Program are determined to be legitimate DBEs as defined by U.S. DOT at 49 CFR Part 26.61-26.91, Subpart D and Appendix E, as amended and as defined by SBA at 13 CFR Part 121.

A. California Unified Certification Program (§26.81)

49 CFR §26.81 requires all public agencies that receive U.S. DOT financial assistance to participate in a statewide Unified Certification Program (UCP). A UCP is a "one-stop shopping" certification program that standardizes DBE eligibility criteria and the application process and eliminates the need for a DBE to certify with multiple agencies within the state.

The City is a non-certifying member of a Unified Certification Program (UCP) administered by the California Unified Certification Program (CUCP). The UCP will meet all of the requirements of this section. The City will use and count for DBE credit only those DBE firms certified by the CUCP.

CUCP agencies are classified as certifying and non-certifying members. CUCP certifying members perform DBE certifications which apply to all U.S. DOT funded contracts. Certification activities include processing applications, reviewing financial and company ownership information, performing site visit and employee interviews, making certification decisions, investigating certification complaints and appeals, and maintaining a single Statewide directory of certified DBEs. A business certified

as a DBE by any CUCP certifying member is automatically accepted by all U.S. DOT recipients in California.

Effective August 1, 2013, the California UCP (including Caltrans) is no longer issuing DBE Certificates as evidence of certification. A copy of a printout from the DBE Database should be sufficient proof of a firm's certification. Prime contractors and awarding agencies should not impose on DBE firms the burden of providing a DBE certificate in their bid packages - it is not required.

A non-certifying member agency adheres to all aspects of the U.S. DOT DBE program, except that it does not perform DBE certification activities. The City is a NON-certifying member of the CUCP; therefore, the City accepts DBE certifications from all CUCP certifying members. The City maintains a copy of the latest CUCP Memorandum of Agreement (MOA) on file, as well as a Declaration of Status Letter signed by the City's Department Manager and the CUCP Secretary and Chair.

For certification inquiries, contact one of the agencies listed below:

Agency	Business Address	Telephone No.
City of Los Angeles Office of Contract Compliance	**1149 South Broadway Street, Room 300 Los Angeles, CA 90015**	**(213) 847-2684**
Los Angeles County Metropolitan Transportation City (METRO) Diversity and Economic Opportunity Department	**One Gateway Plaza Los Angeles, CA 90012**	**(213) 922-2600**
S. F. Bay Area Rapid Transit District (BART) Office of Civil Rights	**300 Lakeside Drive, 18th Floor Oakland, CA 94612**	**(510) 464-7580**
City of Fresno DBE Program	**2600 Fresno St., Room 2156 Fresno, CA 93721-3622**	**(559) 621-1163**
Santa Clara Valley Transportation Authority (VTA) Small & Disadvantaged Businesses	**3331 North First Street San Jose, CA 95134**	**(408) 321-5962**
San Francisco Municipal Transportation Agency (SFMTA) Contract Compliance Office San Francisco Municipal Railway	**1 South Van Ness Avenue, 6th Floor San Francisco, CA 94103**	**(415) 701-4436**

San Mateo County Transit District (SAMTRANS) / Peninsula Corridor Joint Powers Board (CALTRAIN) DBE Office	**1250 San Carlos Avenue San Carlos, CA 94070**	**(650) 508-7939**
California Department of Transportation (CALTRANS) Office of Business & Economic Opportunity	**1823 14th Street Sacramento, CA 95811**	**(916) 324-1700**

B. Scope of Work Covered by Certification (§26.71(n))

Firms must be DBE certified in the scope of work (represented by NAICS code(s)) directly applicable to their performance on a contract. If a firm wishes to participate on a contract under a scope of work for which the firm is not currently certified (i.e., if the firm wishes to add one or more NAICS codes to its certification), the firm must contact its certifying agency and submit all required documentation to demonstrate DBE ownership and control of the specific type(s) of work the firm wishes to add to its DBE certification. The firm shall then submit proof of DBE certification in the applicable scope(s) of work to the City, in order to receive DBE credit for performing that scope of work. For a firm's DBE participation to be counted towards a bidder's/proposer's initial DBE commitment, the firm must be DBE certified in the applicable scope of work prior to the bid/proposal due date.

C. Annual Affidavit of Continuing Eligibility

Each certified DBE is required to submit a written affidavit to its certifying agency once annually, on the anniversary date of the firm's initial certification, to certify that the firm continues to meet DBE eligibility criteria as defined in 49 CFR Part 26. The affidavit must affirm that there have been no changes in the firm's circumstances affecting its ability to meet DBE eligibility, including size, gross receipts, DBE status, ownership, or control requirements. The affidavit must also affirm that there have been no material changes to the information provided in the original certification application.

If the DBE fails to submit an affidavit, or any required supporting documentation, in a timely manner, it will be deemed to have failed to cooperate with 49 CFR Part 26 and will no longer be considered a certified DBE. It is the DBE's sole responsibility to maintain its certification status with the certifying agency and the City.

D. Notification of Change in Circumstances

If a DBE's circumstances affecting the firm's DBE eligibility change at any time after the firm has been identified as a DBE participant on an City contract, the DBE must

provide written notification of such change(s) to its certifying agency, the City and the prime contractor, if applicable. Such changes include, but are not limited to, business size, gross receipts, disadvantaged status, ownership, and/or control requirements. The written notification shall be provided by the DBE within thirty (30) days of occurrence of the change(s). If the DBE fails to make timely notification of such changes, it will be deemed to have failed to cooperate with 49 CFR Part 26.

E. Lapse in Certification Status

If a DBE participant on a City contract ceases to be certified at any time during the life of the contract, any participation by that DBE after the firm ceases to be certified will not count as DBE participation.

F. Procedures for Removal of DBE Eligibility (§26.87)

Pursuant to 49 CFR §26.87, any person may file a written complaint alleging that a currently certified DBE is ineligible to be certified as such and specifying the alleged reasons why the firm is ineligible. Because the City is a NON-certifying member of the CUCP, the Department will implement the following procedures upon receipt of a written complaint challenging a firm's DBE certification status. The City will also protect the confidentiality of complainants' identities as required by 49 CFR §26.09(b).

1. Obtain the name of the CUCP certifying member agency that issued the DBE's certification;

2. Provide the complainant(s) with contact information for the CUCP certifying member agency;

3. Provide the complainant(s) with a copy of 49 CFR §26.87, which outlines the DBE eligibility removal process; and

4. Provide a written notification to the DBE in question, stating that the firm's DBE eligibility has been challenged and that the complainant has been referred to the DBE's certifying agency; include a copy of 49 CFR §26.87. If the DBE in question is a current participant in the City's DBE Program, remind the DBE of its obligation to notify the City of any change in the DBE's certification status within 30 days of the change.

G. Certification Denials and Appeals (§26.89)

Firms that have applied for and were denied DBE certification under one or more NAICS codes, and/or firms whose certification has been removed by a CUCP certifying member agency, may file an administrative appeal with the U.S. DOT within 90 days from the date of denial, in accordance with 49 CFR §26.89. Certification decisions are NOT appealable to the City.

To file a DBE certification appeal, firms should send a letter to the U.S. DOT Office of Civil Rights. The appeal should, at a minimum, include information and arguments concerning why the recipient's decision should be reversed, a copy of the denial letter, and any additional information the denied firm believes to be pertinent to the appeal. Firms must provide the name(s) and address(es) of any U.S. DOT recipient the firm is currently certified with or who has rejected its application for certification or removed the firm's eligibility within one year prior to the date of the appeal. This includes applications currently pending certification action.

All appeals should be submitted to the U.S. Department of Transportation, Office of Civil Rights, External Policy & Programs Division, 400 7th Street SW – Room 5414, Washington, DC 20590, Phone: (202) 366-4754, TTY: (202) 366-9696, Fax: (202) 366-5575.

VIII. COMPLIANCE AND ENFORCEMENT OVERSIGHT

A. Information, Confidentiality, Cooperation (§ 26.109)

The City will safeguard third party information from discloser which may reasonably be regarded as confidential business information, consistent with Federal, state, and local law. Notwithstanding any contrary provisions of state or local law, the City will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than U.S. DOT) without the written consent of the submitter.

B. Monitoring Payments to DBEs (§ 26.37)

The City requires prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City or U.S. DOT. This reporting requirement also extends to any certified DBE subcontractor. The use of joint checks will not be allowed without prior written Authorization from the City.

The City will perform monthly audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts committed in the “DBE Participation Commitment” form or DBE subcontract.

Additionally, the City’s DBE Program will include a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is actually performed by DBEs. Such mechanism will provide a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments. The City will display both DBE commitments and attainments in its reports of DBE participation to the U.S. DOT.

C. Compliance Monitoring (§26.37)

The City shall implement appropriate mechanisms to ensure prime and subcontractor compliance with DBE Program requirements as stated in 49 CFR Part 26, including but not limited to the following activities:

1. Once a DBE begins work, obtain proof of each DBE's participation on the contract, by collecting a copy of a signed subcontractor agreement between the prime contractor/consultant and the DBE;
2. Collecting/reviewing monthly DBE utilization reports;
3. Verifying payments made to DBEs;
4. Tracking DBE participation throughout the life of the contract;
5. Conducting site visits, field observations and construction worker interviews on applicable contracts;
6. Imposing administrative sanctions for contractor's willful contractor non-compliance with DBE Program requirements;
7. Recording and reporting final DBE participation at contract close-out; and
8. Measuring achieved DBE participation in comparison to committed participation.

   In addition, at contract close-out, the City will certify that it has monitored the contract to ensure compliance with DBE Program regulations and requirements.

D. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

If there is a DBE goal and/or DBE commitment on the Agreement, Contractor/Consultant must complete and submit within the specified timelines, the following DBE documentation, electronically through the City's electronic reporting system (ECAT) consistent with Contractor/Consultant's DBE goal commitment:

i. "Monthly DBE Subcontractor Commitment and Attainment Report Summary and Payment Verification"

   The purpose of this form is to ensure Contractor/Consultant DBE commitments are attained, properly reported, and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

Contractor/Consultant is required to complete and submit this Form to the City by the 15th of each month until completion of the Agreement. Contractor/Consultant must submit this report following the first month of Agreement activity. Even if no DBE participation will be reported within a period, Contractor/Consultant must execute and return the form.

The report must include the following information:

1. General Agreement Information – Including Agreement Number and Title, Contractor/Consultant Name and the following:

    a) Original Agreement Amount
    b) Running Total of Change Order Amount
    c) Current Agreement Amount
    d) Amount Paid to Contractor/Consultant during Month
    e) Amount Paid to Contractor/Consultant from Inception to Date
    f) DBE Contract Goal
    g) Total Dollar Amount of DBE Commitment
    h) DBE Commitment as Percentage of Current Agreement Amount

2. Listed and Proposed Contractor/Consultant/Subcontractor Information – For All DBE participation being claimed either race-neutrally or race-consciously, regardless of tier:

    a) DBE Firm Name, Address, Phone Number, DBE Capacity Type, Certification Type and Certification Number.
    b) DBE Firm Contract Value Information:
    c) Original Contract Amount, running total of change order amount, Current Contract Amount, Amount Paid to Contractor/Consultant or Subcontractor(s)/Subcontractor(s) During Month and Amount Paid to Contractor/Consultant or Subcontractor(s) to date.

Contractor/Consultant is advised not to report the participation of DBE(s) toward the Contractor/Consultant's DBE attainment until the amount being claimed has been paid to the DBE.

ii. Contractor/Consultant Assurance of Full Compliance with Prompt Payment Provisions

By electronically submitting prompt payment data through the electronic system, the vendor is providing assurance that timely payments have been issued to all

subcontractors in accordance with regulatory mandates and as required by 49 CFR Part 26.29.

iii. Contractor/Consultant Payment Verification Summary

Contractor/Consultant is to further maintain and submit a Verification of Payment Summary inclusive of a detailed running tally of related invoices submitted by DBE(s) and non-DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payments made. The Verification of Payment Summary must also include:

DBE(s) and non-DBE(s) invoice number, invoice amount, invoice date, Contractor/Consultant's invoice number that incorporated the corresponding DBE and non-DBE invoice(s) for billing purposes, date of invoice submission to the City, date and amount the City paid on Contractor/Consultant's Invoice. The report must reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBEs and non-DBEs.

Contractor/Consultant's Verification of Payment Summary will be sent to the applicable subcontractor/subconsultant for validation and confirmation.

iv. Monthly DBE Trucking Verification Form

Prior to the 15th of each month, Contractor/Consultant must submit documentation on the "Monthly DBE Trucking Verification," Form to the City showing the amount paid to DBE trucking companies. Contractor/Consultant must also obtain and submit documentation to the City showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, Contractor/Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

Contractor/Consultant must also obtain and submit documentation to the City showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

v. DBE Subcontract Agreements

Contractor/Consultant must submit to the City copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within

ten (10) working days of award. Contractor/Consultant must immediately notify the City in writing, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

vi. Semi-Annual Subcontractor/Subconsultant Paid Report Summary

The City will require Contractor/Consultant (inclusive of DBE primes) to report payment data to lower-tiers on a semi-annual basis each year, using the "Semi-Annual Subcontractor Paid Report Summary." These reports will capture payments to Contractor/Consultant and payments to non-DBEs within the respective reporting period. Reported payments to lower-tiers must include a signed payment verification form.

Contractor/Consultant will adhere to the following submittal schedule:

- April 15th Report, reporting period: October 1st through March 31st
- October 15th Report, reporting period: April 1st through September 30th

vii. Final Report-Utilization of Disadvantaged Business Enterprises (DBE)

Upon completion of the project, Contractor/Consultant must complete and submit a "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) Subcontractors," certified correct by Contractor/Consultant or Contractor/Consultant's authorized representative, to facilitate reporting and capturing DBE attainments at conclusion of the project. The form must be furnished to the City within thirty (30) days from the date of project acceptance. The amount of ten-thousand dollars ($10,000) will be withheld from payment until a satisfactory form is submitted.

viii. Disadvantaged Business (DBE) Certification Status Change

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor must notify Contractor/Consultant in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor must notify Contractor/Consultant in writing with the date of certification (Attach DBE certification/decertification letter). Contractor/Consultant must furnish the written documentation to the City within ten (10) days of receipt. Upon completion of the project, the "Disadvantaged Business Enterprises (DBE) Certification Status Change," must be signed and certified correct by Contractor/Consultant indicating the DBEs existing certification status. If there

are no changes, indicate “No Changes.” The signed and certified form must be furnished to the City within thirty (30) days from the date of project acceptance.

Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars ($10) per day, per submittal document.

The City requires Contractor/Consultant to maintain records and documents of payments to lower-tiers, including DBEs, for a period of four (4) years from the date of final payment by the City, unless otherwise provided by applicable record retention requirements for Contractor/Consultant’s agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the City. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

The City reserves the right, at its sole discretion, to demonstrate responsiveness to the requirements of CFR 49 Part 26.37 by implementing the following method(s):

a) Posting contractor payment data to a website, database, or other place accessible to subcontractors to assist them in determining when they should expect to receive payment.

b) Requiring Contractor/Consultant to use an automated reporting system, inclusive of, but not limited to, real time entry of payments made and received by Contractor/Consultant and their lower-tiers.

E. DBE Participation Change Requests (§26.53 (f) and (g))

1. DBE Additions

In the event Contractor/Consultant identifies additional DBE Subcontractor/subconsultants or suppliers not previously identified by Contractor/Consultant for DBE participation under the Agreement, Contractor/Consultant must notify the City by submitting a “Request for Additional DBE Firm,” to enable the City to verify the firm's eligibility, capacity, CUF and ensure there is not a scope conflict with another listed firm. Proposed firms cannot be applied towards Contractor/Consultant 's DBE participation until approved by the City.

Contractor/Consultant must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding

scope of work (a subcontract agreement can serve in lieu of the written confirmation).

2. DBE Substitution, Termination and On-going Good Faith Efforts

The City requires that Contractor/Consultant not terminate a DBE without the City's prior written consent. This includes, but is not limited to, instances in which Contractor/Consultant seeks to perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, or with another DBE firm.

The City will provide such written consent only if it agrees, for reasons stated in the concurrence document, that Contractor/Consultant has good cause to terminate the DBE firm. For purposes of this section, good cause includes the following circumstances:

i. The listed DBE subcontractor/subconsultant fails or refuses to execute a written contract;

ii. The listed DBE subcontractor/subconsultant fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor/subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of Contractor/Consultant;

iii. The listed DBE subcontractor/subconsultant fails or refuses to meet Contractor/Consultant's reasonable, nondiscriminatory bond requirements;

iv. The listed DBE subcontractor/subconsultant becomes bankrupt, insolvent, or exhibits credit unworthiness;

v. The listed DBE subcontractor/subconsultant is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;

vi. Contractor/Consultant has determined that the listed DBE subcontractor/subconsultant is not a responsible contractor;

vii. The listed DBE subcontractor/subconsultant voluntarily withdraws from the project and provides to you written notice of its withdrawal;

viii. The listed DBE is ineligible to receive DBE credit for the type of work required;

ix. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

x. Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if Contractor/Consultant seeks to terminate a DBE it relied upon to obtain the Agreement so that Contractor/Consultant can self-perform the work for which the DBE contractor was engaged or so that Contractor/Consultant can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to the City its request to terminate and/or substitute a DBE subcontractor/subconsultant, Contractor/Consultant must give notice in writing to the DBE, with a copy to the City, of its intent to request to terminate and/or substitute, and the reason for the request.

Contractor/Consultant must give the DBE five (5) days to respond to Contractor/Consultant's notice and advise the City and Contractor/Consultant of the reasons, if any, why it objects to the proposed termination of its subcontract or purchase order and why the City should not approve Contractor/Consultant's action. If required in a particular case as a matter of public necessity (e.g. safety), Contractor/Consultant may provide a response period shorter than five (5) days.

In the event of an approved DBE substitution, termination, or failure of a DBE to complete its work on the contract for any reason, the DBE must be substituted with another DBE or adequate good faith efforts must be documented by Contractor/Consultant within five (5) days, to the extent needed to meet the contract-specific DBE goal. Note: The five (5) day period may be extended for an additional five (5) days if necessary, at the request of the Contractor/Consultant.

The substitute DBE must be certified as a DBE at the time of request for substitution. Contractor/Consultant shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and is approved by the City.

Should Contractor/Consultant elect to submit good faith effort documentation in lieu of proposing additional DBE participation, the City will review the documentation and provide a written determination to Contractor/Consultant stating whether or not good faith efforts have been adequately demonstrated.

The substitute DBE cannot work on the Agreement until its work eligibility has been confirmed and required subcontracts, supplies, trucking commitments, or other services have been approved by the City.

F. Dispute Resolution

All contracts U.S. DOT-assisted contracts shall contain provisions or conditions which will allow for dispute resolution remedies in instances where contractors/ consultants violate or breach DBE Program requirements, inclusive but not limited to, prompt payment and provide for such sanctions and penalties as may be appropriate.

Contractors/Consultants shall incorporate this Section into each subcontract related to work arising under a U.S. DOT-assisted agreement and shall not incorporate by reference.

Contractor/Consultant and subcontractor/subconsultant agree to notify the City within five (5) business days of any prompt payment and/or DBE Program disputes which cannot be settled by discussions between the parties involved.

Contractor/Consultant and subcontractor/subconsultant further agree to proceed through informal meetings, mediation, or any combination thereof as further detailed below. Dispute submittals shall include the method(s) of dispute resolution selected, terms, timeframes, and a detailed summary of assistance being requested (as applicable).

i. Informal Meetings:

The City is available to assist Contractor/Consultant with coordination of informal meeting requests to assist in the resolution of disputes between Contractor/Consultant and subcontractor/subconsultant. The City's DBELO or a designated DBE support representative will conduct the informal meetings with parties in dispute. Representatives from Contractor/Consultant and subcontractor/subconsultant for the purpose of dispute resolution, must include individuals authorized to bind each interested party. All parties must agree to the procedure.

ii. Mediation

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third-party organizations. The City's DBELO and her designated support staff is considered an independent third party. Submission to informal mediation is voluntary; it is not binding and offers advisory opinions.

Performance During Dispute: Unless otherwise directed by the City, Contractor/Consultant and its sub tiers shall continue performance under the Agreement while matters in dispute are being resolved.

Flow Down Requirements: The dispute resolution provisions flow down to all tiers.

These provisions shall not apply to disputes between Contractor/Consultant and the City. These provisions do not alter in any way or waive compliance with other provisions in the Agreement.

G. Administrative Sanctions for Non-Compliance

Contractor/Consultant must fully comply with the DBE Agreement requirements, including the City's DBE Program and Title 49 CFR Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," and ensure that all subcontractors, regardless of tier, are also fully compliant. Failure by Contractor/Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;

2. Assessing sanctions;

3. Liquidated damages; and/or

4. Disqualifying Contractor/Consultant from future bidding as non-responsible.

In instances of identified non-compliance, a Cure Notice will be issued to Contractor/ Consultant identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

Contractor/Consultant must be given ten (10) working days from the date of the Cure Notice to remedy or to: (1) File a written appeal accompanied with supporting documentation; and/or (2) Request a hearing with the City to reconsider the City's DBE determination.

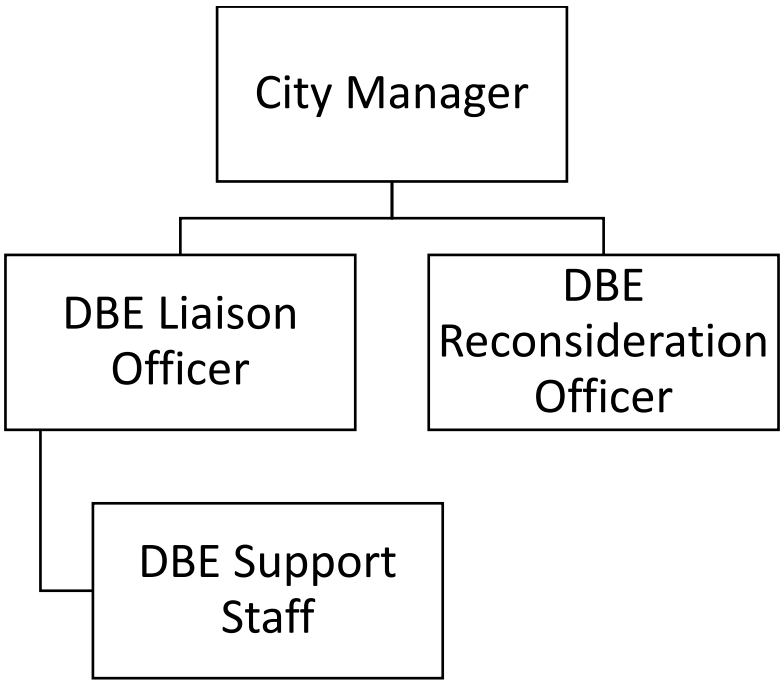
Failure to respond within the ten (10) working day period will constitute a waiver of Contractor/Consultant's right to appeal. If Contractor/Consultant files an appeal, the City, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If after review of Contractor/Consultant's appeal, the City decides to uphold the decision to impose DBE administrative remedies on Contractor/Consultant, the written determination must state the specific remedy(ies) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of the Agreement and is subject to administrative remedies including withholding at a minimum of two percent (2%) of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance, the City will release all withholdings.

In addition to administrative remedies defined in this section, the City is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

City of Montebello
DBE Organizational Chart



ITEM # 21

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4114 FOR ECONOMIC DEVELOPMENT DATA AND ANALYSIS SERVICES WITH COSTAR GROUP**

DATE: June 28, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4114 between CoStar Group and the City of Montebello to provide economic development-related data and analysis services for the City of Montebello;
2. Authorize the Acting City Manager, or designee, to execute the Professional Services Agreement between CoStar Group and the City of Montebello and any related documents in accordance with Montebello Municipal Code ("MMC") Chapter 3.20.050; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The professional services agreement will be comprised of securing two operating licenses for the City's economic development staff for a term of 37 full months (approximately three years) initiating upon contract approval. The total monthly fee for two separate licenses will be $688 per month -- this includes a discount applicable to local municipalities of $172 per month. The total cost for the full term of the agreement will be $25,456 ($688 per month x 37 months = $25,456). The Fiscal Year 2023-24 adopted budget anticipated the use of these services, and funding has been included in the Community Development Department budget.

BACKGROUND/DISCUSSION:

CoStar is a recognized global leader in commercial real estate information and data analytics with over 3,000 researchers tracking and managing an inventory of commercial properties, transactions, and tenants. The result is a comprehensive analysis of current market information and leasing conditions. The CoStar platform aggregates data, resources, and timely news through an accessible portal that allows City staff to monitor property valuation, lease activity, commercial/retail market conditions, asset management, and analytics citywide. Additionally, the CoStar platform will connect City staff with retailer contacts to present potential development opportunities that will arise with the General Plan update and the future Downtown Montebello Specific Plan and Washington Blvd. Transit-Oriented District (TOD).

The CoStar platform is a specialized technical tool for economic development as it provides a unique platform not found in other online sources and it will enhance and further economic development capabilities for the City of Montebello. CoStar is the only provider that specializes in real estate data at the census level and includes access to all properties, not just samples of parcels and data. Several sectors of the federal and state government use the CoStar platform to aggregate data rather than their own information sources. At the local level, both the L.A. County Assessor's Office and the County's economic development unit use the CoStar platform for their inventory management and analytics.

ENVIRONMENTAL:

In accordance with the California Environmental Quality Act ("CEQA"), it has been determined that this action is 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 actions/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 approval of the agreement between CoStar Group and the City of Montebello for data analytics related to economic development opportunities within the City 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.

ANALYSIS:

The anticipated approval of the City's General Plan Update and the Downtown Montebello Specific Plan will provide City staff the opportunity to be pro-active in identifying development opportunities that will facilitate the growth of accessible housing, retailer recruitment, and other economic development activities. The CoStar platform will allow City staff access to property ownership and activity, retailer expansion trends, and other key analytics that will elevate the City's presence within the commercial real estate sector. Additionally, CoStar provides an unlimited support network for City staff to prepare analysis and reports to assist with negotiations for development scenarios that may arise from the soon-to-be approved planning documents.

SUMMARY:

Upon approval by the City Council of the recommended action, Planning and Community Development staff will initiate a professional services agreement with CoStar to develop a training schedule for the platform. After training, staff will prepare baseline reports to analyze the current market conditions of the Montebello trade area and adjacent zones for use in future presentations related to economic development within the City. The three-year contract totals $24,456 ($688 per month). This equates to an annual cost of $2,121. Funding for the CoStar services has been included in the FY 2023-24 adopted budget.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4114 - Co-Star Group

NEXT STEPS:

N/A

ATTACHMENT A

CoStar Information Subscription Form

FOR INTERNAL ONLY: (Ref ID) 2078980	
AE:	Dimitry Orlov
Location ID:	55414391
Business Code:	Government

PROFESSIONAL SERVICES AGREEMENT NO. 4114

BILL TO:			
Licensee: City of Montebello Planning&Community Development			Location ID: 55414391
Address: 1600 W Beverly Blvd		City/State/Zip: Montebello, CA 90640-3970	
Telephone: (323) 887-1200			
Bill-To Contact: Jose Gardea		Email for Bill-To Contact: jgardea@cityofmontebello.com	

USE:		BILLING CYCLE:		
Total No. Listings:	1	☑ Monthly	☐ Semi-Annually	
Total No. Sites:	1	☐ Quarterly	☐ Yearly	
Total No. Authorized Users (All Sites):	2			

TERM:
Three Years Initial Term

INVOICE TYPE/BILLING PREFERRED:	START DATE:
Single Invoice	Immediate Start

SERVICES

Site	Market	Product Description	Monthly License Fees (Before Tax)
55414391	All Data	CoStar Suite	$860.00
		Total Monthly Fees From Additional Schedule of Services:	
		Total Monthly License Fees:	$860.00
		Discounted Monthly License Fees:	Per Note Below

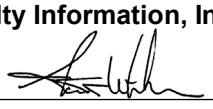
The monthly license fees for this proposal shall be discounted by $172.00 from the Start Date through the end of the 37 full month of the Initial Term (the "Discount Period"). Thereafter, Licensee shall pay the License Fees as set forth in the Subscription Form above and in accordance with the terms and conditions of this Agreement. In the event Licensee breaches this Agreement for any reason, including, without limitation, early termination, Licensee shall be liable for the License Fees during the Discount Period, in addition to any payments or penalties for Licensee's breach set forth in this Agreement.

Notes:

This agreement includes the applicable Terms and Conditions for the services identified above, available at https://www.apartments.com/advertise/disclaimers/internet-advertising-terms-and-conditions, https://www.apartments.com/advertise/ocps-terms-conditions and/or https://www.costar.com/CoStarTerms-and-Conditions, and any addenda attached hereto between CoStar Realty Information, Inc. ("CoStar") and the above-named Customer/Licensee (collectively, the "Agreement"), and establishes the terms and conditions under which CoStar will license the products set forth in this Agreement. The Terms and Conditions are an integral part of the Agreement being formed hereby. In addition, this Agreement incorporates by reference the website Terms of Service/Use (the "Website Terms of Use") available online for each applicable service provided under this Agreement (e.g., www.costar.com, www.apartments.com, www.apartmentfinder.com, etc.). Customer/Licensee agrees to comply with the Website Terms of Use and to regularly review such terms for updates and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Website Terms of Service. Terms used on this Subscription Form and not otherwise defined shall have the meanings set forth in the applicable Terms and Conditions.

In the event Licensee does not execute this Agreement by the following date 1/10/2023, the terms of this Agreement shall become null and void; however, if both parties execute and commence performance of their duties and obligations under this Agreement after such date, this Agreement shall continue in full force and effect and be binding on the parties. Licensee may not make any changes to this Agreement unless agreed to by CoStar in writing. The person executing this Agreement on behalf of Licensee represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken. CoStar hereby provides notice that only an authorized officer of CoStar or its parent company can execute this Agreement on behalf of CoStar. Delivery of an executed signature page to this Agreement by electronic means shall be effective and constitute a legal and binding agreement on the parties.

CoStar Realty Information, Inc.

By: 

Name: Scott Wheeler

Title: Chief Financial Officer

Date: June 15, 2023

Address: 1331 L St NW

Address: Washington, DC 20005-4101

Licensee

Signature:

Print Name:

Title:

Date:

Address: 1600 W Beverly Blvd

Address: Montebello, CA 90640-3970 USA

CoStar
Information
Subscription Form

AUTHORIZED SITE & USERS LIST	
Licensee: City of Montebello Planning&Community Development	Location ID: 55414391
Address: 1600 W Beverly Blvd	Montebello, CA 90640-3970
Total Number of Authorized Users at Site 2	

USERS AT ABOVE LISTED SITE	
Contact Name: Joseph Palombi	Phone: (323) 887-1200
Email: JPalombi@cityofmontebello.com	Role: User
Contact Name: Jose Gardea	Phone:
Email: jgardea@cityofmontebello.com	Role: User

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CoStar Product Terms and Conditions

1. License. (a) This Agreement between CoStar Realty Information, Inc. and/or STR, LLC, a wholly-owned subsidiary of CoStar Realty Information, Inc. (collectively, "CoStar"), and Licensee concerns one or more products developed and maintained by CoStar consisting of one or more of the following: (1) a proprietary database (the "Database") of commercial real estate and/or lodging industry information, including but not limited to, the information, text, photographic and other images and data contained in or supplied from the Database(collectively, the "Information") and the proprietary organization and structures for categorizing, sorting and displaying such Information; (2) forecasts, evaluations, simulations, assessments, models, processes, methods, techniques, applications, procedures, formulae, algorithms and other analyses related to real estate, lodging industry and/or securities, including but not limited to those related to the Licensee's portfolio or otherwise resulting from the performance of services rendered in connection with any consulting agreement between CoStar and Licensee (the "Analysis"); (3) commercial real estate and/or lodging industry market reports, which may contain elements of the Database or the Analysis (for the purposes of this Agreement, the "CoStar Market Reports"); (4) related software (the "Software") and (5) the STR Benchmark product, including, but not limited to, hotel and lodging reports and benchmarking services (the "STR Benchmark Product"), which, if Licensee receives such product, shall be subject to additional terms and conditions located here: https://www.costar.com/CoStarTerms-and-Conditions/STRBenchmarking (the "STR Benchmark Terms"). Those portions of the Software, Database, Analysis and CoStar Market Reports that are licensed hereunder, including any updates or modifications thereto, and any information derived from the use of the Database, Analysis or CoStar Market Reports, including as a result of the verification of any portion of the Information, Analysis or CoStar Market Reports by Licensee, are collectively referred to herein as the "CoStar Product." The CoStar Product and the STR Benchmark Product are collectively referred to herein as "Licensed Product." (b) During the term of this Agreement, CoStar hereby grants to Licensee a nonexclusive, nontransferable license to use only those portions of the Licensed Product that are expressly identified on the Subscription Form into which these CoStar Product Terms and Conditions and STR Benchmark Terms (if "appliable") are incorporated by reference, subject to and in accordance with the terms of this Agreement. (c) The CoStar Product may be used by no more than the number of users set forth on the Subscription Form and associated with the site(s) specifically identified therein. Except where Licensee is

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competitive database of any portion of the CoStar Product, which, for the avoidance of doubt, means a database that permits its users to search for and/or extract individual records or data points within such records. (b) Except as set forth in Section 2(a) and in the STR Benchmark Terms, or as may otherwise be agreed to by parties, Licensee shall not distribute, disclose, copy, reproduce, make available, communicate to the public by telecommunication, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including, without limitation, in electronic form), any portion of the Licensed Product, or modify, adapt or create derivative works of the Licensed Product. (c) Notwithstanding any other provision herein, Licensee shall not: (1) upload, post or otherwise transmit any portion of the Licensed Product on, or provide access to any portion of the Licensed Product through, the Internet, any bulletin board system, any electronic network, any listing service or any other data sharing arrangement not restricted exclusively to Licensee and the Authorized Users, except that (i) Licensee may e-mail a report containing Information or CoStar Excerpts that complies with Section 2(a) to a limited number of its clients and prospective clients, and (ii) for brokerage or other similar commercial real estate Licensees, Licensee may display solely on its own website photographs from the Licensed Product that depict properties that Licensee owns, controls, represents or holds exclusives, provided that under no circumstances shall such photographs be posted on any website that may compete with the Licensed Product; (2) use any portion of the Licensed Product to create, directly or indirectly, any database or product without the express written permission from CoStar; (3) access or use the Licensed Product if Licensee is a direct or indirect competitor of CoStar or provide any portion of the Licensed Product to any direct or indirect competitor of CoStar; (4) store, copy or export any portion of the Licensed Product into any database or other software program, except as set forth in Section 2(a); (5) modify, merge, scrape, disassemble or reverse engineer any portion of the Licensed Product; (6) use, reproduce, publish or compile any Information or Analysis for the purpose of selling or licensing such information or making such information publicly available; (7) use or distribute Information or Analysis that has been verified or confirmed by Licensee for the purpose of developing or contributing to the development of any database, product or service; (8) use any portion of the Licensed Product in a manner that would violate any U.S., United Kingdom, Canadian, European Union or other international, provincial, state or local law, regulation, rule, ordinance or common-law principle, including real estate practice, competition, marketing, advertising, defamation, securities, spam and privacy laws; or (9)(A) use any portion of the Licensed Product in any securities offering materials, registration statement, prospectus or

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4. Term. The term of this Agreement shall begin on the Start Date, shall continue for the initial term specified on the Subscription Form (the "Initial Term"), and shall expire at the end of such Initial Term on the last day of the calendar month in which the Start Date occurred, unless earlier terminated pursuant to the terms hereof. This Agreement shall continue thereafter for successive periods of one (1) year (each such successive period being a "Renewal Term") commencing on the day after the last day of the Initial Term or any Renewal Term, unless at least sixty (60) days prior to the last day of the Initial Term or any Renewal Term, either party has provided the other written notice of an intent not to renew. Licensee

Date" shall be the date of dissemination by CoStar of a Passcode for such Licensed Product to Licensee; provided, that for existing customers with Passcodes, the "Start Date" shall be the date the Agreement is fully executed.

5. License Fees. Licensee agrees to pay the license fees and all other fees set forth in this Agreement in the currency set out on the Subscription Form (the "License Fees"). Licensee's obligation to pay such fees shall begin on the Start Date. CoStar will send invoices for the License Fees by email, regular mail or both. In addition to anything set forth herein, CoStar may: (a) on each anniversary of the last day of the calendar month in which the Start Date occurred, increase the License Fees by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the previous twelve months; and (b) at any time during a Renewal Term increase the License Fees or charge other fees for any portion of the Licensed Product or service provided by CoStar, provided, that if Licensee does not agree to the increase or charge implemented solely under this Section 5(b), then Licensee may give CoStar written notice of termination within sixty (60) days of CoStar's notice of such increase or charge, in which case Licensee shall continue to pay the License Fees in place before the proposed increase or charge until the last day of the calendar month in which Licensee's notice of termination is delivered, and this Agreement shall terminate with respect to such portion of the Licensed Product on such date. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due net thirty days. All payments received after the due date may be subject to a late payment charge from such due date until paid at a rate equal to the maximum rate permitted under applicable law. In all cases, the amount of License Fees shall be paid by Licensee to CoStar in full without any right of set-off or deduction. CoStar may accept any payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check, payment, or elsewhere will be construed as an accord or satisfaction. The License Fees do not include value added, sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Licensed Product. CoStar shall not be bound to use third party payment vendors, and any fees charged by such vendors shall be added to the License Fees payable hereunder. At CoStar's option, Licensee shall pay such taxes or fees directly or pay to CoStar any such taxes or fees immediately upon invoicing by CoStar.

6. Termination. (a) Either party may terminate any portion of this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within thirty (30) days after written notice to the

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may terminate any portion of this Agreement immediately without further obligation to Licensee: (1) upon CoStar's good faith determination of any violation by Licensee of any provision of Section 1, 2, 3 or 13(a) hereunder, or any material provision of any other agreement between the parties or their affiliates; (2) in the event that CoStar discontinues providing a particular product, upon five (5) days' written notice at any time in CoStar's sole discretion, in which case CoStar shall refund any fees paid by Licensee to license the terminated portion of the Licensed Product after the effective date of such termination, and Licensee shall be released of its obligation to pay the associated License Fees due in respect of terminated portion of the Licensed Product after the date of such termination; or (3) in the event (i) Licensee is directly or indirectly owned or controlled (50% or more in the aggregate) by any individual or entity (A) designated pursuant to an economic sanctions program administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), including but not limited to the Specially Designated Nationals and Blocked Persons List and the Sectoral Sanctions Identifications List or (B) who is located, organized, or resident in a country or territory that is, or whose government currently is, the target of comprehensive embargoes imposed by the U.S. government; (ii) Licensee is designated on the Entity List administered by the U.S. Department of Commerce's Bureau of Industry and Security; or (iii) Licensee is in material violation of applicable human trafficking or child labor laws. (c) CoStar may interrupt the provision of any portion of the Licensed Product to Licensee upon CoStar's good faith determination of any violation by Licensee of any provision of Section 1, 2, 3 or 13(a) hereunder, or any material provision of any other agreement between the parties or their affiliates, and Licensee shall continue to be responsible for all License Fees, provided that Licensee shall not be responsible for License Fees for an interrupted period if there was not an actual violation. CoStar will restore the provision of the Licensed Product only if all amounts due hereunder are paid and if, in CoStar's reasonable opinion, CoStar has received satisfactory assurances as to the cessation of the violation. (d) Upon Licensee's breach of any term of this Agreement that leads to a termination of this Agreement, all License Fees and all other fees payable hereunder shall become immediately due and payable in full, and in addition to the foregoing, CoStar's remedies shall include any damages and relief available at law or in equity. If CoStar retains any third party to obtain any remedy to which it is entitled under this Agreement, CoStar shall be entitled to recover all costs, including attorney's fees and collection agency commissions, CoStar incurs.

7. Post-Termination. At termination or nonrenewal of this Agreement, Licensee may

execution and delivery to CoStar of an affidavit to that effect reasonably satisfactory to CoStar. CoStar may at its sole expense audit Licensee's compliance with this provision and the terms of the Agreement, provided, that such audit will occur under Licensee's reasonable supervision and Licensee shall cooperate in the conduct of the audit. Notwithstanding anything to the contrary in the second sentence of this Section 7, upon any non-renewal or termination of the Agreement, Licensee shall not be required to purge from its hard-copy, electronic or email files STR Benchmarking Deliverables (as defined in the STR Benchmark Terms) or Information that Licensee's Authorized Users incorporated into its own reports, analyses or other materials in compliance with the terms of this Agreement and which are contained in such hard-copy, electronic or email files, (the "Post-Termination Information"); provided, however, that the Post-Termination Information may be retained solely for ordinary corporate systems backup, legal or regulatory purposes and may not be used, copied, distributed or displayed for internal research or marketing or for establishing, populating or being used within any commercial real estate information service or other searchable database or for any other purposes.

8. Licensed Product. Subject to Section 11, during the term of this Agreement, CoStar will provide updated Information and Analysis, as applicable, to Licensee, which updates may be provided through the Internet or in such other manner as determined by CoStar. Licensee is responsible for providing all hardware, software and Internet access necessary to obtain and use the Licensed Product. CoStar reserves the right to modify any part of the Licensed Product or the way the Licensed Product is accessed at any time, so long as such modifications do not significantly degrade the Licensed Product. Licensee shall implement reasonable technical and administrative security controls consistent with industry standards to protect the Licensed Product. In the event of a security incident or breach of Licensee's (or any permissible Licensee third party) system(s) that affect the Licensed Product or any CoStar Information, Licensee shall promptly respond to the incident or breach, mitigate any damage it has caused and notify CoStar with all relevant information associated with the breach or incident.

9. Information. If Licensee's business provides any commercial real estate services, Licensee shall use reasonable efforts to keep CoStar informed about commercial and investment space available for lease and/or sale and transaction information with respect to properties that Licensee owns, controls, represents or holds exclusives. Licensee hereby grants to CoStar an irrevocable, non-exclusive license with respect to CoStar's and its affiliates' databases to use, modify, reproduce and

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13. Passcodes. (a) Licensee will designate a person authorized to determine and change the level of each Authorized User's access to the Licensed Product and designated to ensure that Licensee complies with this Agreement. No Authorized User may access the Licensed Product using any Passcode other than the

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contractor status with Licensee, including, without limitation, termination of an Authorized User's employment or contractual service with Licensee, and upon such termination Licensee shall cease using and destroy the Passcodes for such Authorized User. No Authorized User who ceases to be an employee or Exclusive Contractor of Licensee may use any Passcodes in any manner. (b) Each Authorized User's access to the Licensed Product may be limited to a designated computer and requires the Authorized User to access the Licensed Product solely using the Passcodes and, if required by CoStar, Passcodes with two-factor authentication, including, but not limited to, facial recognition authentication. CoStar is under no obligation to confirm the actual identity or authority of any party accessing the Licensed Product under any Passcode or other authentication method.

14. Indemnification. Licensee agrees to defend, indemnify and hold harmless CoStar, its affiliates, and approved assignees, and their partners, directors, officers, employees and agents for all costs and expenses including, without limitation, attorney's fees, associated with the defense and settlement of any threatened, pending or completed claim, demand or action resulting from, arising out of or relating to Licensee's use or application Licensed Product in contravention of the terms of the Agreement, including, without limitation, a claim under any laws, rules or regulations (a "Claim") and shall pay any judgments or settlements based thereon; provided, that CoStar shall give Licensee prompt written notice of the Claim (provided, however, that CoStar's failure to provide such notice shall not relieve Licensee of its indemnification obligations except to the extent it is prejudiced thereby), sole control of the proceedings or settlement, and, at Licensee's expense, reasonable cooperation, information and assistance in the defense or settlement negotiations. CoStar may, at its own expense, reasonably assist in such defense if it so chooses, provided that Licensee shall control such defense and all negotiations relative to the settlement of any such Claim. This Section shall survive the expiration or termination of the Agreement for any reason. Solely with respect to any Claim under any laws, rules or regulations pursuant to the Section above, if for any reason the foregoing indemnity is unavailable to any CoStar Party, CoStar shall be entitled to seek in a court of competent jurisdiction Licensee's contribution to such Claim under any legal or equitable theories available to it.

15. Notices; Invoices. All notices given hereunder will be in writing and delivered by email, personally mailed by registered or certified mail, return receipt requested, or delivered by a well-recognized overnight courier company. If such notice is being delivered to Licensee, such notice shall be delivered to Licensee's physical address specified on the Subscription Form, email address or to such other address as

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deemed given if delivered personally or by email, on the day of delivery, if mailed by registered or certified mail, three days after the date of mailing, if delivered by a well-recognized overnight courier company, one day after dispatch, and if delivered by overnight international mail, four days after mailing. Licensee agrees that CoStar may include notices on invoices sent to Licensee by regular mail or email. Pursuant to Section 4 of this Agreement, Licensee may deliver notices of termination to CoStar via email at the following address: cancel@costar.com.

16. Force Majeure. None of the CoStar Parties shall have any liability for any damages resulting from any failure to perform any obligation hereunder or from any delay in the performance thereof due to causes beyond CoStar's control, including industrial disputes, acts of God or government, public enemy, war, fire, other casualty, failure of any link or connection whether by computer or otherwise, or failure of technology or telecommunications or other method or medium of storing or transmitting the Licensed Product.

17. User Information. Licensee acknowledges that if it creates any settings, saved searches, fields or functions in the CoStar Product or inputs, adds or exports any data into or from the CoStar Product (collectively, the "User Data"), none of the CoStar Parties shall have any liability or responsibility for any of such User Data, including the loss, destruction or use by third parties of such User Data. Licensee acknowledges that it is Licensee's responsibility to make back-up copies of such User Data. For each licensed site, Licensee is allotted an aggregate amount of 100 megabytes of storage space in the CoStar Product per Authorized User located at that site.

18. Choice of Law; Jurisdiction. This Agreement shall be construed under the laws of the District of Columbia without regard to choice of law principles. CoStar irrevocably consents to the exclusive jurisdiction of the federal and state courts located in the District of Columbia for the purpose of any action brought against CoStar in connection with this Agreement or use of the Licensed Product. Licensee irrevocably consents to the jurisdiction and venue of the federal and state courts located in the District of Columbia, or in any State where Licensee's Authorized Users are located, for purposes of any action brought against Licensee in connection with this Agreement or use of the Licensed Product.

19. Miscellaneous. The version of these CoStar Product Terms and Conditions effective as of the time of the parties' full execution of the Agreement shall be attached to, incorporated into and govern the Agreement. The Agreement may not be amended, modified or superseded, nor may any of its terms or conditions

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matter; provided, that this Agreement does not supersede any other written license agreement between the parties unless expressly provided herein. Unless otherwise required by applicable law, Licensee agrees to keep the terms of this Agreement strictly confidential. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. The foregoing sentences of this Section shall not limit or exclude any liability for fraud. Licensee agrees that CoStar may send to Licensee and its employees, Authorized Users and Exclusive Contractors communications, including, but not limited to, email communications about new features or products, available real estate listings, product feedback and other marketing content, which the email recipient may unsubscribe at any time. Licensee will comply with all laws related to emails Licensee and/or its employees, Authorized Users and Exclusive Contractors send using the Licensed Product, including, but not limited to, the United States' anti-spam law (CAN-SPAM), Canada's anti-spam law (CASL), the United Kingdom's General Data Protection Regulation and Data Protection Act 2018 (UK GDPR), the Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), and the European Union's General Data Protection Regulation (EU GDPR) and any other applicable EU directives (as implemented within the relevant EU member state(s)). If any provision of this Agreement not being of a fundamental nature is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not be affected. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision. Licensee acknowledges that in the event of a breach of any of these terms by Licensee, CoStar may suffer irreparable harm and shall be entitled to seek injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. The failure of any party at any time to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same. Headings are for reference only. The English language version of this Agreement shall be binding. Any translated version shall serve for information purposes only. The provisions of Sections 2(b), 2(c), 3, 5, 6(d), 7, and 10 through 19 hereof will survive nonrenewal or termination of this Agreement.

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sales@costar.com

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ITEM # 22

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **APPROVE ISSUING REQUEST FOR PROPOSALS (RFP NO. 24-1) FOR GOLF COURSE MANAGEMENT, MAINTENANCE AND OPERATION SERVICES**

DATE: June 28, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize staff to issue a Request for Proposals (RFP No. 24-1) for golf course management, maintenance and operation services for the Montebello Golf Course; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

It is anticipated that golf course management, maintenance and operation services for the Montebello Golf Course ("Golf Course") will be approximately One Million Three Hundred Twenty-Five Thousand Dollars (1,325,000) per Fiscal Year. The contract will be managed by the City of Montebello's Recreation and Community Services Department and expenses incurred for golf course management are recorded in the Golf Course Enterprise Fund (Fund 610). Once qualifying proposals are reviewed, and staff can bring an agreement forward for City Council approval, amendments to the Fiscal Year 2023-24 budget will be made, based on projected costs for the mangement, maintenance and operating costs.

BACKGROUND/DISCUSSION:

In September 2022, the Golf Course was closed for renovations and improvements. At this time, the City ended its golf course management contract with S&S LaBarge Golf Incorporated due to the closure. Maintenance of the course and general project support

continues to be provided by the current landscape maintenance contractor. The Golf Course is anticipated to reopen in the spring of 2024 with a new configuration that includes a 9-hole regulation course, a putting course, and a lighted 6-hole course that is expandable to a 9/10 hole regulation course in the evening. In preparation for the grand re-opening, the City is proposing to issue RFP No. 24-1 for golf course management, maintenance and operation services.

The awarded vendor will be responsible for all day-to-day operations of the Golf Course to ensure efficient and sustainable services for the community. This includes, but is not limited to, the hiring, training, and supervision of all contractor provided golf course staff, management of pro shop operations, oversight and maintenance of the course grounds and clubhouse, development and implementation of a long-term and strong marketing and promotions campaign, administration of golf cart fleet and rentals, and monthly reporting to the City among other tasks. The awarded vendor would also be responsible for providing ongoing communication, engagement, and coordination with the City, the community, and current concession vendor in the delivery of optimal golf course services.

The City intends to release a RFP that entails all of the above listed tasks and components to best operate the newly re-imagined and transformed Golf Course. It is further expected that the contracting of a single vendor to oversee all components of the operation will yield the City the greatest return on value with savings in management fees for a single operator versus fees associated with contracting multiple operators.

The Golf Course RFP No. 24-1 is expected to be released in the next month and awarded in October 2023 after a thorough review of all bidders. Staff will return to the City Council fro approval of a contract. Any adjustments to the FY 2023-24 budget will be proposed at this time as well. Once awarded, the contractor will begin a preparation period to open the course in the Spring of 2024, and this time will include the development and implementation of an aggressive marketing and promotion plan to encourage high patronage immediately upon the grand re-opening of the renovated Montebello Golf Course.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council authorize issuance of RFP No. 24-1 for golf course management, maintenance and operation services for the Montebello Golf Course attached hereto in substantial form.

ATTACHMENT(S)

1. Attachment A - Draft RFP No. 24-1

NEXT STEPS:
N/A

CITY OF MONTEBELLO

Request for Proposals

RFP No. 24-1

Golf Course Management, Maintenance and Operation

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Release Date: July 17, 2023
Due Date: September 4, 2023, at 11 a.m. PST

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.

DATE OF SOLICITATION

July 17, 2023

PROJECT

Golf Course Management, Maintenance and Operation

PROPOSAL OWNER

City of Montebello – Recreation and Community Services Department
1600 West Beverly Blvd., Montebello, CA 90640
Attn: David Sosnowski, Director of Recreation and Community Services
Contact Phone: (323) 887-1200
Contact E-Mail: dsosnowski@cityofmontebello.com

PROPOSAL CONTACT

City of Montebello – Recreation and Community Services Department
1700 W. Victoria Ave., Montebello, CA 90640
Attn: Laurie Aguilar, Management Analyst
Contact Phone: (323) 887- 1200 ext. 374
Contact E-Mail: laguilar@cityofmontebello.com

Any questions about this RFP should be submitted via the City's PlanetBids Portal by August 16, 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.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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Appendix A – Proposal Content and Format
Appendix B – Maintenance Standards
Appendix C – Golf Course Site Plan
Appendix D – Clubhouse Site Plan
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Enclosure 2 – Cost Proposal

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1.0 Notice Inviting Proposals

2.0

The City of Montebello (City) is seeking proposals from firms interested in entering into an agreement for the management, maintenance, and operation of the recently renovated 9-Hole Montebello Golf Course, maintenance yard, club house/cart room and pro shop following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

Prospective bidders must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **August 16, 2023, at 11:00 a.m. PST**.

****QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS****

Proposals must be submitted via PlanetBids by **September 4, 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.

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2.0 Introduction

The City of Montebello (City) is seeking proposals from firms interested in entering into an agreement for the management, maintenance, and operation of the recently renovated 9-hole championship golf course that will feature a new club house/cart room, putting green complex and a new 6-hole (10-hole at night) Par 3 golf course with lights when construction is completed.

The selected firm (Operator) must provide all personnel, labor, equipment, materials, tools, services, and special skills required to manage, maintain, and operate the Montebello Golf Course.

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 with a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions.

About the Golf Course Campus

Montebello Golf Course (MGC or the —Golf Course) is located in the City of Montebello (City), in the heart of Los Angeles, about 15 minutes from downtown Los Angeles with easy access off the California State Highway 60 freeway. The City purchased the course in 1941 for use as a municipal golf course. William F. Bell redesigned five holes in 1962. In 1998-99 the course was again remodeled by David Rainville and Gary Bye, adding 3 lakes, new greens, tees, bunkers and continuous concrete cart paths. A new irrigation system was added during the 1999 major renovation.

Currently, the Golf Course is in the process of a total renovation/reimagination of the course known as the Montebello Municipal Golf Course Renovation Project (GCR Project). The GCR Project includes the renovation of a portion of the existing Montebello Municipal Golf Course property located immediately south of the future Top Golf and northwest of the Quiet Cannon event center. Topgolf Montebello will be a 66,000 square foot Topgolf-branded commercial driving range and entertainment venue which is expected to include a full-service restaurant, event space, and other associated amenities. The Project will include, among other things: a three (3)-story driving range complex/structure with approximately 102 hitting bays; restaurant and entertainment amenities; outdoor seating/patio areas; a parking lot; a miniature golf course; and common facilities, including a public road that provides access from Via San Clemente, on approximately 15 acres.

The GCR Project area is approximately 72.5 acres of the golf course campus. When completed, the GCR 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 GCR Project will include a new 9-hole championship golf course with a new club house/cart room, putting green complex and a new 6-hole (10-hole at night) Par 3 golf course with lights.

The Project is expected to be completed in Spring of 2024 which will coincide with the opening of the new Golf Course alongside Top Golf.

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3.0 Timeline

- Release RFP — July 17, 2023
- Online Q&A Deadline — August 16, 2023,11 a.m. PST
- Deadline to Submit Responses — September 4, 2023, at 11 a.m. PST
- City Review of Submissions — September 4 – September 25, 2023
- Interviews with Consultants — TBD (If Necessary)
- Notifications Sent to Vendors — Early/Mid-July October
- Award — Late October 2023

4.0 Purpose

The purpose of the Request for Proposals (RFP) is to solicit proposals from qualified firms interested in contracting with the City of Montebello (City) to provide Management, Maintenance and Operational services for the Golf Course. Maintenance and management services include, but are not limited to irrigation, landscape, open space and hardscape maintenance services, along with all needed supplies and equipment needed to operate and maintan the Montebello Municipal Golf Course and on an annual basis for the City's Golf Enterprise Fund.

The selected firm (Operator) will be responsible for all day-to-day operations of the Golf Course to ensure efficient and sustainable services for the community. This includes, but is not limited to, the hiring, training, and supervision of all contractor-provided golf course staff, management of pro shop operations, oversight and maintenance of the course grounds and clubhouse, development and implementation of a long-term and strong marketing and promotions campaign, administration of golf cart fleet and rentals, and monthly reporting to the City among other tasks. The awarded vendor would also be responsible for providing ongoing communication, engagement, and coordination with the City, the community, and current concession vendor in the delivery of optimal golf course services. Award of this contract will be made by the Montebello City Council (City Council).

5.0 Scope of Work/Services

The selected firm (Operator) must provide all personnel, labor, equipment, materials, tools, services, and special skills required to manage, maintain, and operate the Montebello Golf Courses. Detailed Specific Terms and Conditions are attached in Appendices A (Proposal Content and Format) and B (Maintenance Standards). In general, the required services include:

Golf Course Operation Services: operating and staffing the golf shop; collecting and remitting all fees to the City; marshalling services; handling merchandise sales, rentals, purchases, storage, and repairs of all golf related merchandise and equipment; providing a youth golf program, golf instruction; golf car rentals and maintenance; coordinating and promoting tournaments; and handling related activities.

Golf Course Maintenance Services: performance of landscape and other maintenance as set forth in the Suggested Maintenance Level Frequencies (Appendix B) and in keeping with the highest standards of quality and performance.

Other Required Services: marketing; employee training; golf course security; accounting; and records keeping.

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The services shall be performed daily on a year-round basis. The Operator shall provide a level of operation and service per Appendices A and B, safety and customer service.

Proposers must have a minimum of five (5) years of experience performing golf course operations, golf course maintenance, and other functions specified in this RFP within the past ten (10) years at a minimum of three (3) full-service municipal golf facilities in California. The City intends to award a single Golf Course Maintenance and Operation Agreement (Agreement), but retains the rights to award the Agreement in a way that is most favorable to the City. The Agreement will have a term of five (5) years. Additional information regarding contract scope, terms and other conditions are contained in this RFP.

It is the intent and expectation of the City to provide for its residents and visitors a professional and desirable golfing experience with a customer service level commensurate with "best practices" of municipal golf facilities. The daily fees and services will be established by the Montebello City Council in January of 2024 with the intention of providing the operator with the greatest flexibility to aggressively market the course. The Montebello Golf Course is run as an Enterprise Fund and revenues need to cover all regular expenses, as well as small improvement projects, annually. The City expects the golf course, golf shop, and cart room facilities to be managed, maintained, and operated per Appendix C. The City specifically desires to achieve the following:

1. Provide a quality, family-friendly experience at affordable rates for all age groups.

2. Have all course management, operations, and maintenance activities performed professionally and with minimal City operational support.

3. Maximize the financial return on the Montebello Golf Course while maintaining affordable rates as provided by the Montebello City Council.

4. Ensure course maintenance levels are consistent and of an acceptable level. The City expects the standards of the Course to remain at a top level by following the detailed scope of work and maintenance frequencies outlined in Appendix B.

6.0 Proposal submittal

Please review Appendix – A (Proposal Format and Content), attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid any technical difficulties/errors.

7.0 Evaluation Criteria

The 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 submissions to ensure

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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 (60%)
   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 (20%)
   a. Positive Reference Checks
   b. Work Samples

iii. Proposed fees for Service (20%)

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@montebelloca.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.

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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.

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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.

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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.

E. **Prevailing Wages:** Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815. The Operator shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. The Operator must use the current wage schedules applicable at the time the work is in progress.

   Maintenance activities in excess of $15,000 per year require registration with the Department of Industrial Relations. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to propose or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

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

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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 – Maintenance Standards
Appendix C – Golf Course Site Plan
Appendix D – Clubhouse Site Plan
Appendix E – Sample Professional Services Agreement

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Appendix A

PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

Although no specific format is required by the City, this section is intended to provide guidelines to Proposers regarding features which the City will look for and expect to be included in the proposal.

1. Presentation

Proposals shall be typed, with 12 pt font, single spaced and submitted on 8 1/2 x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Proposals should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to David Sosnowski, Director of Recreation and Community Services and, at a minimum, shall contain the following:

a. Identification of Proposer that will contract with the City. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, e-mail and telephone number of the contact person.

b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number. Relationship between Proposer and subcontractors, if applicable.

c. Acknowledgment of receipt of all RFP addenda, if any.

d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the submittal deadline.

e. Signature of a person authorized to bind the Proposer to the terms of the proposal.

f. Signed statement attesting that all information submitted with the proposal is true and correct.

g. Department of Industrial Relations (DIR) registration number.

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3. Technical Proposal

a. Qualifications, Related Experience and References

This section of the proposal should establish the Proposer's ability to perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with public agencies; financial strength and stability of the Proposer; staffing capability; work load; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the City or elsewhere.

Proposers shall:

(1) 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; number of employees.

(2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Proposer's ability to complete the project. City does not have a policy for debarring or disqualifying.

(3) List the golf courses currently under management by the firm and provide reference contacts for the course owner and at least three user groups, (i.e., corporate users for sponsored tournaments etc.).

(4) Minimum operational requirements: At a minimum, the Proposer shall include all services offered for public golfing at Montebello Golf Course, including provision of golf carts and maintenance of Golf Course. Such minimum services include: maintaining the course; charging and taking in green fees and golf cart rental fees; scheduling tee times; renting golf carts and clubs; maintaining the parking lot and other means of access to the course; regulating play; enforcing golf course rules; providing internet utilities; and providing security as needed. The golf course premises are to be open for public golf play daily from daybreak to sunset seven days a week, including holidays. The Proposer may recommend a period during which the course(s) may be closed due to weather, maintenance needs, or other factors and shall provide the City at least 48 hours advanced notice. Submit a proposed course maintenance schedule as it relates to daily, weekly, monthly or quarterly activities for the City's review and approval.

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(5) Additional operational requirements: The provision of additional services designed to enhance the golfing experience and provide increased revenue are expected of the Operator. Such services may include providing golf lessons, operating a pro shop, collaborating with the City on a Junior Golf Program, etc.

(6) Proposer shall state its facility maintenance schedule and its plan to ensure consistent quality control for the Golf Maintenance Yard, Pro Shop and Golf Cart Room.

(7) The Proposer shall include a detailed and specific listing of proposed accounting program that can provide revenue and expense information to the City on a monthly basis.

(8) The Proposer may provide details of education/training programs for its staff, including rigorous customer service and safety programs and state and federally mandated training components.

(9) The Operator is expected to operate and maintain the golf courses as specified in this RFP. In addition, the Operator is highly encouraged to implement enhanced marketing of special programs and implement additional course improvements to increase golf course usage resulting in additional revenues. As an incentive, the City is willing to split the additional gross revenues with the Operator beyond certain thresholds. The Operator shall propose a percentage split between the City and the Proposer at the levels.

(10) Rate Structure

A. Green Fees
B. Cart Fees
C. Driving Range
D. Food & Beverage
E. Facility Rental
F. Incentives

NOTE: The City Council shall establish base fees for the Golf Course including minimum rates and all discount rates as adopted in the upcoming Golf Fee Study

(11) The Proposer shall provide its ideas/proposal for an improvement plan for the term of the Agreement, including funding responsibility, and decision/approval process. The improvement plan must include a phasing plan indicating immediate (year 1) improvements and phasing plan for other improvements. Please list all maintenance equipment, carts, and any other replacement equipment.

(12) The Proposer will describe what a capital reserve fund would look like for future capital improvements and suggested funding method.

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(13) The Proposer will describe any youth golf program it operates or is affiliated with. Implementation of a youth golf program could be included in the Agreement or addressed via an amendment to the Agreement within the first year of operation.

(14) Provide a Financial Statement or Balance Sheet that contains the most recent and current annual audited financial statement or balance sheet for the Proposer. If the Proposer is a wholly or substantially owned subsidiary of a parent firm, the most recent and current financial statement or balance sheet for that firm shall also be submitted. Each Proposer must demonstrate and verify its financial capacity to manage the golf course. A financial commitment statement identifying funding source must also be submitted showing adequate funds to finance the Capital Improvement Plan (CIP) as indicated in the proposal.

16) Force Majeure: Provide a minimal monthly City paid maintenance amount that would take effect in the event of a catastrophic event forcing course closures.

b. Annual Budget and Five-Year Pro Forma

Provide an annual budget for 2024 by month for the Golf Course on the provided bid form. Provide a monthly cash flow summary and a five-year pro forma which includes planned and realistic expenditures and revenues with total costs associated with the operation of each facility. The pro forma must include all separate comments of operations. Following the recommended and necessary maintenance standards outlined in this RFP and its Appendices, it is expected the proposer shall bill the City on a monthly basis for all actual incurred costs including payroll, management fees, chemical and material procurement, equipment, etc.

c. Three Year Marketing Plan and Budget

Describe your marketing plan for the course and experience marketing golf courses. Give examples of successful marketing plans and innovative social media and marketing campaigns you have developed and implemented. Describe ability to establish community partnerships, loyalty programs, educational programs, and solutions to provide additional non- golf entertainment and hospitality opportunities. Include ways to increase revenue sources, fundraise, apply for grants, and enhance the sponsorship opportunities.

d. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used

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by the Proposer to manage the maintenance and operations as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by the Proposer for the course operation identified in the Scope of Services.

Proposers shall:

(1) Provide education, experience, and applicable professional credentials of maintenance and operational staff the course. Include applicable professional credentials or certificates of “key” staff.

(2) Furnish brief resumes (not more than two pages each) for the proposed Superintendent and Operations Manager and any other key personnel such as the golf pro/instructor.

e. Detailed Work Plan

Proposers shall provide a narrative that addresses the Scope of Services at each course and shows their understanding of the City's needs and requirements.

Proposers shall describe the proposed approach and work plan for completing the services specified in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Proposer’s ability to accomplish the City’s objectives.

f. Transition Plan

The proposal shall include a plan for working with the incumbent firm on the transition, if a transition to a new firm is to occur and the extent to which the incumbent firm’s staff will be considered for possible retention.

g. Golf Cart Need

The City has leased Forty-six (46) new EZ-Go Golf Carts. Maintenance, operation and management of City-owned golf carts is the responsibility of the Operator.

h. Equipment Need

The current operator has an active lease for equipment for the operation and maintenance of the Montebello Golf Course. It is expected that the Operator shall provide, at its sole cost and expense, all equipment, carts, machinery, vehicles, supplies, merchandise, and other items of personal property as necessary or desirable for the efficient operation of the courses. The City prefers new equipment but will consider well maintained equipment less than five years old.

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i. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Proposer wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Proposer will be deemed to have accepted the contract requirements of the Agreement.

4. Appendices

Information considered by Proposer to be pertinent to this proposal and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Please note that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief**.**

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Appendix B

Maintenance Standards

Golf Course Maintenance: Procuring all materials, labor, tools, equipment, supplies, and services required to maintain the golf course property in a manner that promotes and supports operations.

Maintenance areas for which Operator is responsible include: golf course tees, greens and collars; fairways; irrigated and non-irrigated rough; bunkers; water features; lakes; cart paths; bridges and crossings; range and practice areas; putting/chipping surfaces; fencing and turf; golf pro shop exterior; signage; storage areas; maintenance yard; golf pro shop; parking lots and cart storage.

Duties also include implementing and managing an Integrated Golf Course Management Plan (for chemicals and pest management) and satisfying all environmental requirements related to the maintenance of a golf course. Operator also is required to maintain and monitor any drought response programs currently that could be implemented.

A qualified, full-time, Class A member of the Golf Course Superintendents Association of America (GCSAA) shall directly and exclusively supervise all golf course maintenance.

SPECIFIC MAINTENANCE STANDARDS & SPECIFICATIONS

1. LANDSCAPE:

A) GREENS AND NURSERY:

a. Maintain all greens in accordance with playability and industrywide standards. Nostanding water or mud will be allowed.

b. Mow greens during the March-November period six (6) times per week and during the December-February period four (4) times per week with an approved greens reeltype mower at a height of 1/8”-5/32”. Frequencies and height of cut may be modified from time to time as deemed necessary by the golf course. All grass clippings must be collected and removed from the site during each mowing operation.

c. Relocate ball cups daily to USGA Standards to enable worn turf spots to recover. Setpin placement, in healthy turf area with proper colored flag. Set hole plugs at propergrade.

d. Replace soil and re-seed following removal of nursery sod.

e. Verticut greens up to once per week during periods of active turf growth. Coordinateverticutting, aerifying and topdressing, combing and brushing.

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f. Aerify greens at least three (3) times per year or more frequently, if needed, and remove plugs the same day. Aerify with conventional hollow tines two times peryear. Aerify with deep tine methods to relieve soil compaction and to promote a healthier growing environment, one time per year. Minimize interference to play.Schedule aerification well in advance and in conjunction with the Golf Concessionaire.

g. Apply and brush an approved topdressing material into the turf following all aerifications with an approved topdressing spreader. Apply spot topdressing to repairdamage from ball marks or any other damage. Apply light topdressing in conjunction with verticutting.

h. Analyze soil within 30 days after the start of the term of the contract and at least onceevery year thereafter. Apply fertilizer in the quantity and type recommended by soil analysis and growing conditions at the time of treatment and in a manner to provide uniform growth of turf. Apply 6 to 7 pounds of actual nitrogen per thousand square feet per year under normal conditions. Utilize a variety of granular slow release types of material.

i. Treat greens with proper chemicals to control insects, disease, weeds and other pests.

j. Keep greens and collars free of foreign grasses and/or broadleaf weeds that tend tocreep in from the edges.

k. Take electroconductivity (EC) readings weekly to determine salts levels and if theyare above normal, take corrective action to reduce them.

l. Treat, sod, plug, and level bare or stressed areas properly.

m. Mow greens collars two-to-three (2-3) times per week to a height of 1/4ll with anapproved greens reel type mower.

2. FAIRWAY MAINTENANCE:

A) Maintain all fairways in accordance with accepted playability and industrywide standards at all times. Mow fairways two-three (2-3) times weekly, depending on thegrowing season, at height of ½".

B) Verticut fairways as necessary for turf health and good playing condition.

C) Aerify, spike, or slice at least two (2) times per year, or more often if needed. Spotaerify to relieve compaction.

D) Determine fertilization frequency, materials and analysis from results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Apply 175 pounds of actual nitrogen per acre, per year, under normal conditions. The Operator may make suggestions for more or less frequent fertilization based off soil samples and previous experience with turf. Take soil tests atleast one (1) time per year.

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E) Treat turf to control weeds, diseases, insects and other pests as necessary to maintain healthy turf, weed-free, and disease-free conditions.

F) Police all areas on a regular basis and remove all paper, leaves, cans, bottles, tree branches, and other debris.

G) Ensure that there is no standing water or mud holes.

H) Ensure that yardage markers and balls are in place and maintained.

I) Ensure that cart traffic management devices are in place.

J) Treat, sod, plug, and level bare or stressed areas properly.

K) Mark out-of-bounds, ground-under-repair, and other areas properly.

3. TEE MAINTENANCE:

A) Service tees two-to-three (2-3) times per week, depending on season, by moving tee markers, benches, and ball washers. Change tee towels weekly and keep ball washers filled to proper level with water and appropriate cleaning agent. Ensure that tee markers placed in healthy areas with tee markers set flat.

B) Mow tees three (3) times weekly with reel type mower at height of 3/8" and remove clippings.

C) Verticut tees at least twice per year for thatch removal.

D) Aerify and top-dress tees at least three (3) times per year or more frequently if needed, using the appropriate equipment with the minimum of interference to play.

E) Determine fertilization frequency, types of material and analysis from results of bi- annual soil nutrient level testing and growing conditions at the time of treatment. Apply 8 to 10 pounds of actual nitrogen per thousand square feet per year under normal conditions. Typically combinations of granular slow release type of materials may be utilized.

F) Repair worn and damaged turf areas as they occur by topdressing, overseeding or re-sodding to ensure playability at all times. Treat, sod, plug, and level bare or stressed areas properly.

G) Treat tees for control of insects, disease, weeds and other pests as necessary to maintain healthy turf, weed-free, and disease-free conditions.

H) Empty trash receptacles daily.

I) Ensure that there is no standing water or mud holes.

4. ROUGHS MAINTENANCE:

A) Maintain turf areas in accordance with acceptable industrywide standards at all times, observing the following minimum requirements:

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a. Mow one-to-two (1-2) times per week, depending on growing season, at a height of 1-½" to 2".

b. Verticut as necessary to promote healthy growth.

c. Aerify, spike, or slice at least two (2) times per year, or more often if needed. Spot aerify to relieve compaction.

d. Overseed and top-dress (or re-sod) worn or bare turf areas as necessary.

e. Determine fertilization frequency, materials and analysis from results of bi- annual soil nutrient level testing and growing conditions at the time of treatment. Apply 87 pounds of actual nitrogen per acre, per year under normal conditions.

f. Treat turf to control weeds, disease, insects and other pests as necessary to maintain a healthy turf, weed-free, and disease-free.

g. Ensure that there is no standing water or mud holes.

h. Treat, sod, plug, and level bare or stressed areas properly.

i. Ensure that all play areas are free of debris.

j. Mark out-of-bounds, ground-under-repair, and other areas properly.

5. BUNKERS:

A) Clean and rake sand bunkers daily; ensure that the sand is not compacted.

B) Edge turf mechanically around sand bunkers monthly or more frequently if required to ensure a neat appearance. Maintain the design outline of the bunkers to ensure the integrity of the bunker shape. Ensure that traps have 2" lip on lower side. Ensure that there is no excess sand buildup on high side.

C) Remove excess sand in the turf surrounding the trap on a regular basis.

D) Ensure a minimum of two (2) rakes are available at all sand bunkers at all times.

E) Maintain the existing bunker drainage and repair as needed.

F) Ensure that there is no standing water or mud holes.

6. TREES:

A) Perform all trees trimming on a schedule submitted to and approved by the City.

B) Prune trees as required to remove broken or diseased branches. The contractor shall develop a pruning program, which will promote proper tree scaffolding, strength, and appearance consistent with its intended use.

C) Fertilize as often as required to keep trees in a healthy and desirable

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condition. Avoid applying fertilizer to root ball or base of main stem; rather, spread evenly in area of drip zone

D) Provide additional nutrient treatments to ailing or stunted trees, which fail to meet expected growth, to correct any deficiencies or be remove and replace in kind.

E) Remove surface roots, which become maintenance or appearance problems, as required to prevent damage to adjacent areas.

F) Remove and replace dead or terminally diseased trees.

G) Do not use string trimming within 12" around the base of trees. Mow around base of trees. A minimum of 12" bare soil or mulched buffer zone shall be maintained around the circumference at the base of all trees.

7. GROUND COVER:

A) Apply all chemical control (i.e. pesticides) as required to control or prevent pest infestations to protect ornamental plantings.

B) Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance

C) Cultivate and/or spray herbicide to remove broad-leafed and grass weeds as required. Keep shrub beds free of weeds.

D) Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into curbs, or on structures or walls. Keep trimmed back approximately 4 inches from structure or walls.

E) Schedule fertilization of all ground cover areas with a commercial fertilizer as often as required, but no less than twice a year, to promote healthy appearance.

8. IRRIGATION SYSTEM/EFFICIENT USE OF WATER:

A) Establish and program an efficient watering schedule. Determine application rates based on the amount of water the areas require to properly irrigate all plant material while eliminating excessive runoff.

B) Factor in soil texture, structure, porosity, water holding capacity, drainage, compaction, precipitation rate, run off, infiltration rate, percolation rate, evapotranspiration, seasonal temperatures, prevailing wind condition, time of day or night, type of grass, plant and root structure. This may include syringing during the day and watering during periods of windy weather.

C) Set the controllers to operate during the period of lowest wind velocity which would normally occur at night, especially in areas where wind creates problems of spraying onto private property or road rights of way.

D) Monitor all systems within premises daily and correct for: coverage,

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adjustment, clogging of lines and sprinkler heads, removal of obstacles, including plant materials which obstruct the spray.

E) Check the soil moisture content on greens, tees and fairways regularly and make appropriate adjustments. Conduct visual observations, check plant resiliency, turgidity, examine cores removed by soil probe, moisture sensing devices, and program irrigation controllers accordingly.

F) Repair all leaking or defective valves, lines and sprinkler heads as soon as possible but no later than within 24 hours.

G) Turn off all controllers when it is not necessary to irrigate due to adequate rainfall.

9. IRRIGATION SYSTEM MAINTENANCE:

A) Make repairs according to the industry standards and conform to all related codes and regulations.

B) Adjust the height of sprinkler risers necessary to compensate for growth of plant materials.

C) Maintain or replace all controller enclosures as needed, to maintain a good appearance.

D) Keep sprinkler heads and valve boxes clear of overgrowth, which may obstruct maximum operation.

E) Make repairs made to the irrigation system according to the system's original design with products equal to or higher quality than currently provided.

F) Maintain and re-certify backflow devices as required by regulatory agencies.

G) Maintain pressure-regulating devices on a regular basis.

H) Check and maintain pumping stations and booster pumps to industry standards. Keep all preventative maintenance current.

I) Clean and service the lake fountains in conjunction with the regular cleaning of the lakes. Keep in good repair and always functioning. Secure intake covers properly.

J) Ensure that all valve boxes are visible and there are no missing or broken valve box lids.

K) Ensure that all reclaimed water lids are purple and valves are properly tagged to denote reclaimed water per industry/Health Department Standards.

NOTE: The Golf Course will be irrigated with reclaimed water, pumping from the large lake.

10. LAKE AND CHANNEL MAINTENANCE:

A) Maintain weed and algae control program.

a. Remove all visible litter/trash from lakes at time of detection.

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b. Ensure that aerator(s)/fountain(s) are working at all times.

c. Ensure that the water is clear.

d. Maintain the lakes at their proper level.

e. Mark water hazards properly.

f. Employ erosion control methods as necessary.

11. PEST CONTROL:

A) PESTICIDES:

a. General: Use all materials in strict accordance with and applied within the standards set forth in the EPA regulations and the California Department of Foodand Agricultural Code.

b. Obtain all required permits and maintaining the required usage documentation. All applicable regulations shall be strictly adhered to, and all required reporting shall be the responsibility of the contractor including, but not limited to, reporting tothe Los Angeles County Agricultural Department.

B) APPLICATION OF PESTICIDES:

a. Timing: Apply pesticides at times that limit the possibility of contamination fromclimatic and other factors. Apply early morning whenever possible to avoid contamination from drift. Monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas. Reduce irrigation water runoff after applied treatment. Apply water only when it is required to increase pesticide efficiency, without excessive runoff.

b. Handling of Pesticides: Handle transfer and mix pesticides to prevent contaminating areas outside the target area. Ensure that materials are confined to the target area. Do not drain spray tanks containing leftover materials on the site. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the California Department of Food and Agricultural Code or EPA regulations.

c. Equipment and Methods: Ensure that spray equipment is in good operating condition, quality, and design to efficiently apply material to the target area. Avoid high pressure applications and using water soluble drift agents will minimize drift

d. Recommendations: Ensure that all pesticide applications shall be in accordance with written recommendations provided by a licensed pest control advisor (PCA). A licensed qualified applicator (QAC) shall be on site during application.

12. PLANT PESTS CONTROL:

A) Provide complete and continuous control and/or eradication of all plant pests or diseases.

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B) Supply the proper chemical designated for the pests to be controlled.

C) Obtain all necessary regulatory permits and assume responsibility for the use of all chemical controls.

13. ANIMAL AND RODENT CONTROL:

A) Control and eradicate rodents and other animal pests as necessary to prevent hazards, holes and destruction of plantings on golf course property.

B) Repair damage to public or private property due to erosion as a result of rodent activity.

14. HARDSCAPES, COURSE EQUIPMENT, FENCING, LIGHTING, PATHS, SIGNAGE:

A) CART PATHS:

a. Sweep or blow clean of debris weekly or more often as needed.

b. Edge and scrape clean once every three (3) weeks.

c. Repair all potholes and/or other surface damage or defects immediately upon detection to ensure a safe usable surface.

d. Control all weeds growing in cracks, expansion joints and other hard surfaces using chemical weed control.

e. Ensure that the surfaces non-slip and free of standing water.

B) FENCES/GATES:

a. Check and repair all fences, gates and railings regularly to ensure a safe, secure and aesthetically pleasing condition at all times.

C) COURSE ACCESSORY EQUIPMENT

a. Provide, maintain, repair, and replace all course accessory equipment in a clean, safe, functioning condition at all times and repaint as required to present an aesthetically pleasing appearance. Replacement course accessory equipment needs to meet current standards.

b. Accessory equipment shall include, but not be limited to the following:

1. Ball Washers
2. Benches
3. Flags and Poles
4. Greens Cups
5. Range Mats
6. Range Yardage Markers
7. Sand Rakes
8. Signage

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9. Tee and Fairway Markers
10. Tee Towels
11. Trash Receptacles

D) SIGNAGE:

a. Replace or add, as needed.
b. Proper placement is evident.
c. Proper colors and logo in place
d. Clean and readable

15. FACILITIES:

A) MAINTENANCE YARD:

a. Keep the maintenance yard and building clean and neat at all times with all material inventories and supplies stored in a manner in keeping with CAL-OSHA, and all Local, County and State regulations.
b. Lock or otherwise secure when unattended to discourage unauthorized entry.
c. Clean office and lunchroom floors monthly or as needed.

B) RESTROOMS – NOTE: This includes restrooms in the Club House, Golf Maintenance Yard, Cart Room and 2 All-Gender restrooms on the Golf Course

a. Clean and sanitize restrooms daily using cleaning and sanitizing agentsrecognized for use in public restrooms.
b. Maintenance shall include, but not be limited to:

1. Sweep and mop floor
2. Clean and sanitize basins, metal fixtures, urinals, toilets and trashreceptacles
3. Clean and polish mirrors
4. Check and restock paper supplies as needed.Clean walls, ceilings,screens and windows monthly or as needed.
5. Repair and replace leaky or malfunctioning fixtures immediately upon detection.
6. Lock and unlock restrooms for opening and closing.
7. Check light fixtures daily and re-lamp faulty fixtures as needed at time of detection.
8. Provide appropriate temporary signage for restroom floors which are wet for any reason.

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C) GRAFFITI:

a. Inspect golf course and facilities daily for evidence of graffiti. Pay special attention to restrooms, signs, markers, curbing, paving, tees, utility poles/boxes and/or anyother structures or fixtures.

b. Remove any/all graffiti within four (4) hours of detection.

c. Paint over any graffiti with a color consistent with that of the original surface.

d. Remove by sand or water blasting any graffiti on non-painted surfaces.

Appendix C



SHORT COURSE

SIX-HOLE Short Course

Hole	Par	Yards
1	3	90
2	3	80
3	3	70
4	3	80
5	3	50
6	3	70
Total	18	440

TEN-HOLE Short Course

Hole	Par	Yards
1	3	90
2	3	80
3	3	70
4	3	80
5	3	50
6	3	70
7	3	60
8	3	90
9	3	80
10	3	90
Total	30	760

SIX-HOLE & TEN-HOLE SHORT COURSE

The new six-hole golf course is designed for fun and players of all abilities. In addition to a relaxed, casual atmosphere, the new six-hole course will help avid, more skilled golfers practice and improve their short game. There are six-holes that range from 50 yards to 90 yards in length.

In the late afternoon when the regulation length Nine-Hole Course closes, the six-hole short course will convert to a ten-hole short course. Four additional short holes also ranging from 50-90 yards will be available for play. A ten-hole short course will allow for a more substantial golf experience and create an energy and vibrant atmosphere adjacent to the new Golf Clubhouse. The ten-hole short course will be lighted for play to continue well into the night.

This unique golf experience is inclusive for all, golfers of all abilities and non-golfers. Being located near Topgolf, people on a wait-list for Topgolf might be interested in playing this short course. We estimate the six-hole course can be played in under 60 minutes, and the ten-hole course in under 90 minutes. No cart paths on this course, a great walkable experience to enjoy. For maximum playability and revenue the ten-hole course will be overhead lighted and have on-course music.

The location of the six-hole course works well with the Golf Clubhouse. We recommend considering a small "Starter" type patio / gathering area adjacent to Hole 1 tee, providing golf operations control and a great atmosphere for post round enjoyment.

Small synthetic turf tees are designed into the golf course. Because of the amount of play, and short wedge shots on each hole. Real turf tees will not grow and be a maintenance issue. Also, the synthetic tees "guide" people where to play from and will increase efficiency in time of play. In addition, the synthetic tees will be more consistent playing surface and be more casual and less intimidating for the beginner or non-golfer.

The new six-hole golf course consists of approximate 6.3 acres of irrigated turf area. The existing lake is proposed to expand to 1.2 acres. The lake expansion will add to the golf experience, provide a challenge, be memorable and be an added value to the new Entry Drive experience.

All areas of the course will be reshaped and include synthetic tees, new bunkers and new greens. New golf course drainage will be installed and connected to the existing and new in ground storm drainage system. All new efficient irrigation system will be installed. All existing trees will be carefully reviewed and determined if appropriate to remain or be removed for playability and better turf conditions. Additional trees will be installed as needed. All new turf will be planted consisting of Bermuda grass for tees, fairways and rough, and Bentgrass for all green surfaces.

NINE-HOLE GOLF COURSE

Hole	Par	Yards			
		Black	Blue	White	Red
1	5	505	495	485	450
2	4	430	420	410	390
3	4	355	345	335	310
4	4	390	380	370	350
5	3	225	215	205	180
6	4	430	420	410	390
7	4	365	355	345	320
8	4	350	340	330	315
9	3	135	125	115	100
Total	35	3,185	3,095	3,005	2,805

NINE-HOLE GOLF COURSE

The new nine-hole golf course is designed for players of all abilities, with multiple tees at various yardages. Bunker placement is dictated for challenge of the avid, better golfer and not a beginner. Green sizes will be larger for multiple pin options and best quality greens turf conditions possible.

The new routing of the golf course and sequence of golf holes was designed for playability, enjoyment and safety. The golf course will be enjoyable and easy to walk. During the round, golfers will have the option to return to the Golf Clubhouse after Hole #4. During the round, golfers will have access to the existing on-course restroom after Hole #4 and again after Hole #7.

Options of playing a four-hole loop (Holes 1, 2, 3, 4) is provided. Beginners to the game of golf or people on a wait-list for Topgolf might be interested in playing a four hole loop.

The new nine-hole golf course consists of approximate 54.6 acres of irrigated turf area. Three existing lakes are to remain and incorporated into the new golf course. One of the existing lakes will be expanded as an entry feature adjacent to the new Entry Drive, as well as an integral part of the Short Course. One of the existing lakes will be used as a feature and in view from the new Golf Clubhouse, as well as an integral part of the Short Course.

All areas of the course will be reshaped and include all new tees and bunkers. New golf course drainage will be installed and connected to the existing and new in ground storm drainage system. All new efficient irrigation system will be installed. Golf cart paths will be continuous cart paths. All existing trees will be carefully reviewed and determined if appropriate to remain or be removed for playability and better turf conditions. Additional trees will be installed as needed. All new turf will be planted consisting of Bermuda grass for tees, fairways and rough, and Bentgrass for all green surfaces.

SPORTFIVE
SPORTFIVE
7077 E. Marilyn Road, Suite 140
Scottsdale, Arizona 85254
(480) 483-9500

RICK SMITH GOLF COURSE DESIGN
RICK SMITH
4400 NW 87th Ave
Doral, Florida 33178
(305) 591-6487

All ideas, designs, and arrangements indicated on these drawings are intended to be used in connection with this specific project only and shall not otherwise be used for any purpose whatsoever without the written consent of SportFive. There shall be no changes or deviations from these drawings or the accompanying specifications without the written consent of SportFive.

GOLF COURSE DESIGN PLANS

MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT
MONTEBELLO, CALIFORNIA

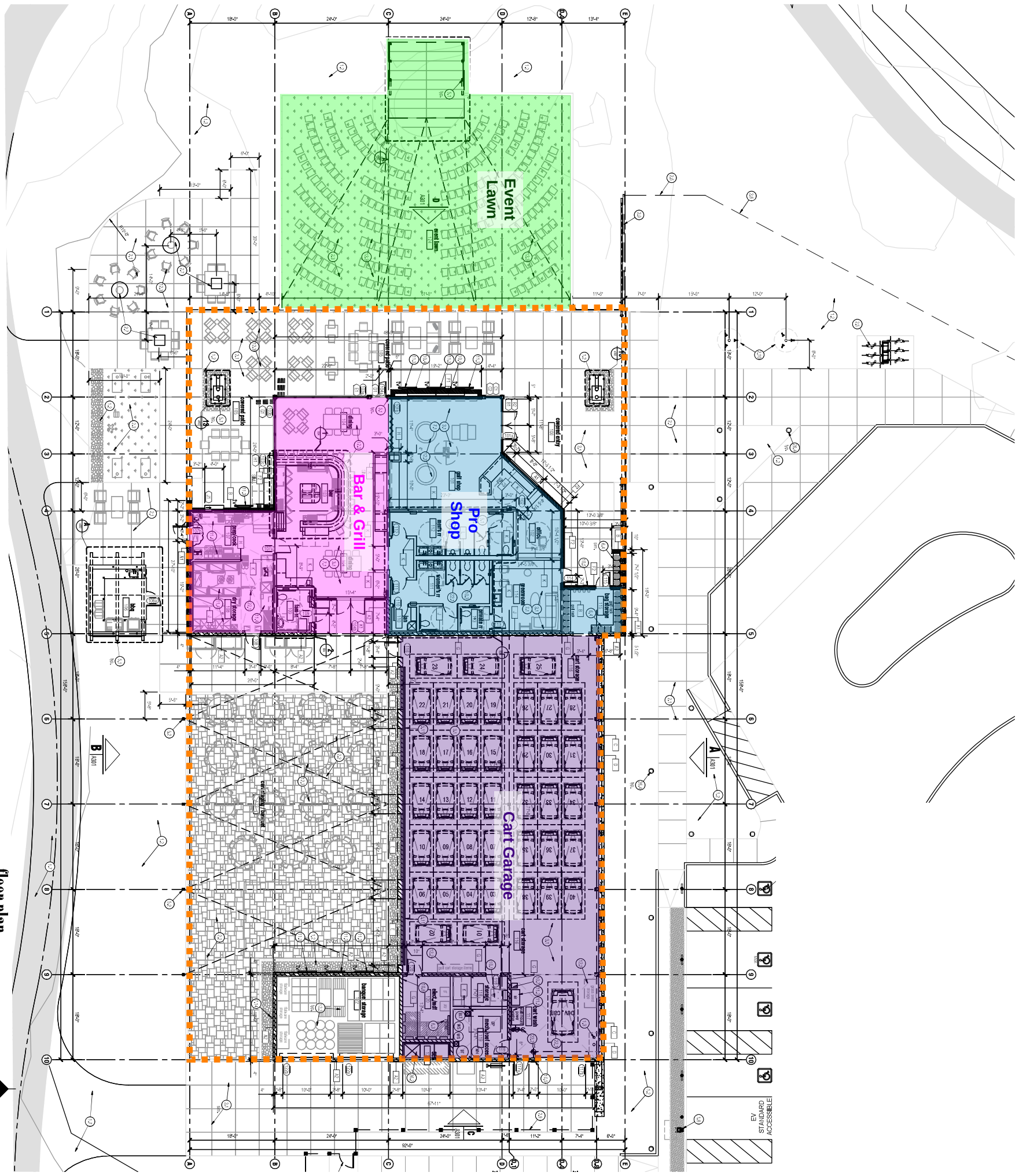
Project Number	:	22 - 01
Date	:	July 22, 2022
Drawn By	:	MJA
Revisions	:	
1		November 17, 2022 Final Golf Construction Plans
2		
3		
4		

GOLF COURSE SITE PLAN

NORTH

0 50 100 200 300

Appendix D


PERMANENT CLUBHOUSE
OPTION 1 - FLOOR PLAN
floor plan
Event Lawn
Bar & Grill
Pro Shop
Cart Garage
EV STANDARD ACCESSIBLE

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 scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. 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. 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 scope of work, as such is set forth fully in **Exhibit "A**" attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product

shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by

giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

with workers' compensation insurance or any other insurance.

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

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

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

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

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to

the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

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

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: Arlene Salazar,Assistant 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**]

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**
_____	_____
Arlened Salazar, Assistant 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

EXHIBIT “B”

Schedule of Compensation

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.

City of Montebello
Golf Course Maintenance, Management and Operations
RFP No. 24-1
ENCLOSURE 1 – REFERNCES

Consultant Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Consultant Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Consultant Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

City of Montebello
Golf Course Maintenance, Management and Operation
RFP No. 24-1
ENCLOSURE 2 – COST PROPOSAL

The proposal includes all labor necessary to perform site evaluations and labor necessary to prepare reports and documents, including the cost of any transportation and other expenses.

Golf Course Maintenance, Management and Operations $_____

(Please list the proposed total in words below)

_____

Extra of Miscellaneous Charges not reflected above (must be itemized):

Item:_____ $_____

Item:_____ $_____

Item:_____ $_____

Item:_____ $_____

Item:_____ $_____

The undersigned, on behalf of the consultant, certifies that: (1) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal was submitted; (2) has read the complete RFP and understands all provisions; (3) if accepted by the City, this proposal is guaranteed as written and will be implemented as stated. (4) by submitting this proposal, consultant agrees to all the terms, including but not limited to, each and every provision of the General Term and Conditions; and (5) mistakes in writing of the submitted proposal will be the consultant's responsibility.

Authorized Signature:_____ Date:_____

Name:_____ Title:_____

Company Name:_____ Phone:_____

ITEM # 23

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **AUTHORIZE SUBMISSION OF AN APPLICATION FOR LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR POTENTIAL ASHIYA PARK EXPANSION AND MONTEBELLO EDISON TRAILS PROJECT**

DATE: June 28, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize the submission of an application for a License Agreement with Southern California Edison;
2. Authorize the Acting City Manager to execute the application on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Southern California Edison ("SCE") allows local governments to apply to use SCE owned properties for purposes compatible with their primary utility purpose, current and future use of the land, and operational criteria. There is no cost associated with applying for a license. If approved, staff will return to City Council to request appropriation of funds to develop the proposed Ashiya Park Expansion and Montebello Edison Trails Project ("Ashiya Park Trail Project") at the appropriate time.

BACKGROUND/DISCUSSION:

The Ashiya Park Expansion and Trail Project proposes to construct an approximately 10-acre linear park trail corridor across twelve parcels owned by SCE. The proposed project site stretches from North Garfield Avenue near Ashiya Park, runs parallel to Findlay Avenue, and ends at Via Campo. The project will result in the expansion of Ashiya Park by adding approximately 1.1 miles of usable park trails. Though the current parcels are owned by SCE, they allow local governments to apply for a license agreement in order to utilize their properties for objectives compatible with their primary utility purpose. The

City is currently in a similar license agreement with SCE for the existing Ashiya Park property and as such can be used for public park and recreation purposes.

To utilize the various SCE owned parcels for development of the potential Ashiya Park Trail Project, the City is required to apply for an SCE license and receive approval. Once approved, SCE will provide the City with guidelines and restrictions for construction including materials, plant types and stringent clearance guidelines with existing power lines.

The City's Parks Master Plan, adopted in 2021, identifies the City as being deficient in trails and further identifies several opportunities for increases in parks and open space for the residents of Montebello. One of the areas identified as a potential location for park space and trails was along the SCE owned corridor. This area presents an opportunity to increase trails within the City while allowing for passive recreational experiences along the aforementioned trail and potential sports-related uses on the parcel(s) closest to the existing Ashiya Park. The potential trail would provide a safe connection from Ashiya Park, Eastmont Intermediate School, Cantwell Sacred Heart of Mary School, and the Montebello Golf Course to various communities within the vicinity of the proposed trail. The multi-purpose trail would provide the Montebello community with a safe space for active recreation, such as walking, biking, and running, and aims to promote health and wellness.

ENVIRONMENTAL:

Pursuant to Section 15317, Class 17, of the California Environmental Quality Act (“CEQA”) Guidelines, the license agreement to accept existing easement areas for purposes of enhancing and maintaining the open space character of the areas is exempt from CEQA.

ANALYSIS:

N/A

SUMMARY:

The City Council will consider authorizing the submission of an application for a License Agreement with Southern California Edison and authorizing the City Manager to execute the license agreement on behalf of the City.

ATTACHMENT(S)

1. Attachment A - Southern California Edison License Application
2. Attachment B - Montebello Edison Trails Study

NEXT STEPS:

N/A

ATTACHMENT A

REQUEST FOR SECONDARY LAND USE – INTAKE AND REFERRAL

PREPARED BY:	David Sosnowski				**DATE:**	9/16/21	
REQUESTING PARTY INFO							
REQUESTING PARTY: (Company, City, etc.)	City of Montebello	**CONTACT: (Person's Name)**	David Sosnowski	**ENTITY: (Company, Individual, etc.)**	City of Montebello		
PHONE:	(323) 887-4588	**FAX:**		**EMAIL:**	dsosnowski@cityofmontebello.com		
ENTITY'S ADDRESS:	1600 W Beverly Blvd.	**CITY:**	Montebello	**STATE:**	CA	**ZIP:**	90640

RIGHT-OF-WAY REQUESTED					
PROPERTY ADDRESS:	Property does not have a specific address and spans over a large area.	**CITY:**	Montebello	**COUNTY/AREA: (Thomas Guide Pg., if available)**	Los Angeles County
PROPERTY CROSS STREETS: (with North, South, East, West identifier)	Via Campo & Findlay Ave., W Beverly Blvd & Findlay Ave., N Garfield Ave. & W Via Corona				
OTHER DESCRIPTIONS:	The property is linear and is connected to the City's Ashiya Park (currently leased from Edison)				
ASSESSOR PARCEL #:	5267-016-800,5267-015-800,5267-021-800,5267-023-800,5267-023-801,6342-006-800,6342-006-801,6342-006-802 6343-025-800,6343-024-800,6343-027-801,6343-027-800				

INTENDED USE	
GENERAL DESCRIPTION:	Walking trail and basic park amenities such as benches, shade structures, landscaping, etc.
DURATION OF USE:	10+ years

LOW INTENSITY USES (CHECK ALL THAT APPLY)			
☐	**GREENBELTS (grass, shrubs, and trees)**	☐	**TEMPORARY ACTIVITIES (i.e. Filming, Construction Laydown, etc.)**
☒	**TRAILS FOR WALKING, HIKING, HORSEBACK RIDING & NON-MOTORIZED BIKING**	☐	**WIRELESS COMMUNICATION FACILITIES**
☐	**HORTICULTURE AND AGRICULTURE (i.e. Nurseries; Excludes community gardens)**	☐	**OVERFLOW PARKING**
☒	**OTHER:** Basic park amenities such as benches, shade structures, walking trails, fitness equipment, etc.		

Montebello DISON Trail Study

AUGUST 2022

ACKNOWLEDGEMENTS

City of Montebello:

David Sosnowski - Director of Recreation & Community Services

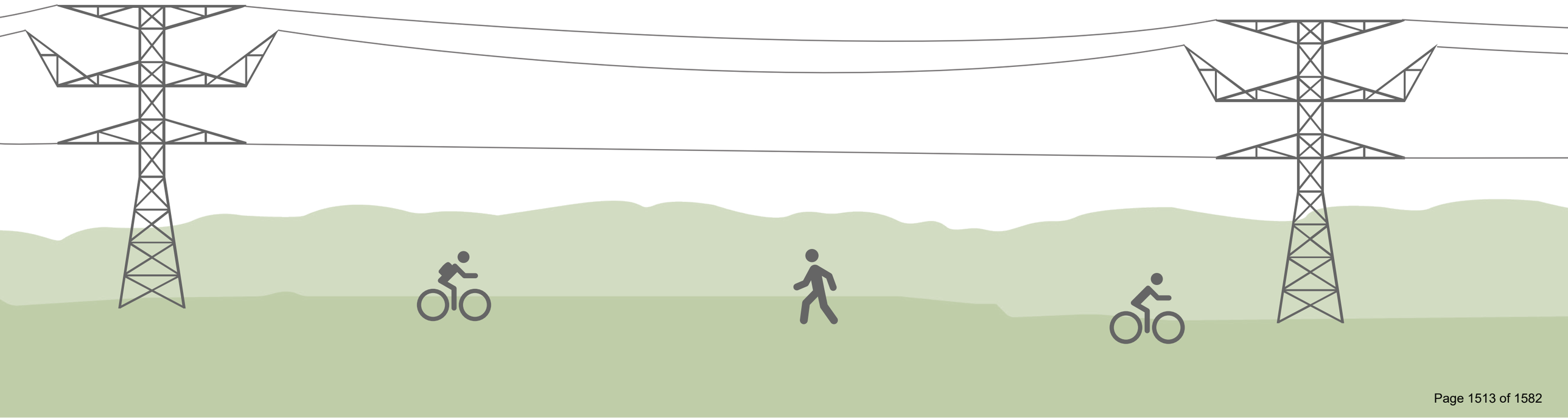
KTUA:

Mike Singleton - Principal Planner & Landscape Architect

Matthew Wilkins - Project Manager & Landscape Architect

Chris Stebbins - Senior Designer

Marissa Tietz - Planner



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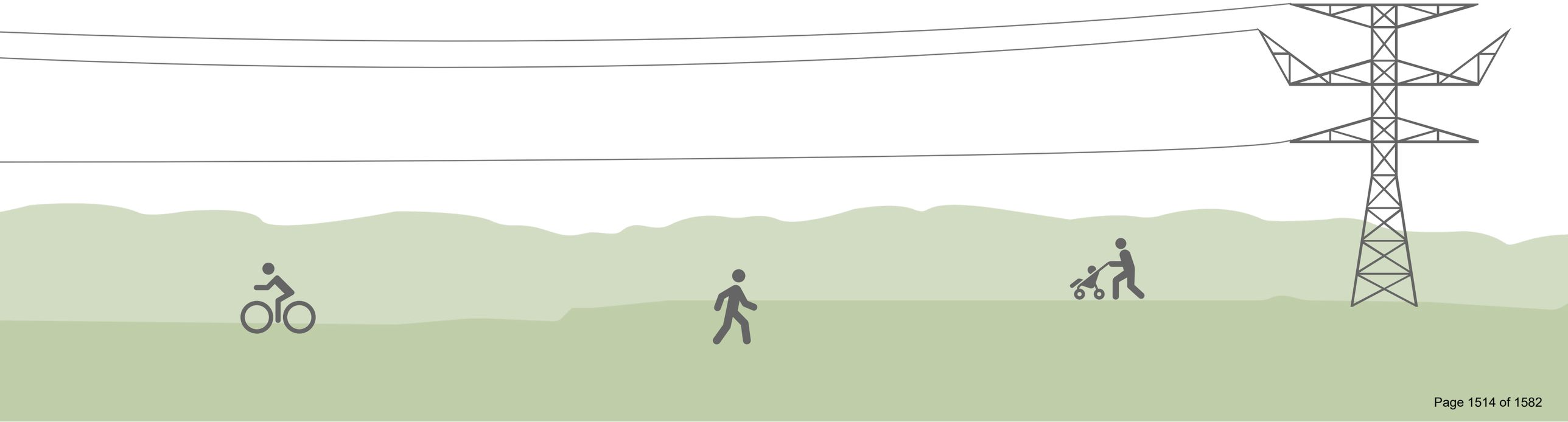


1. Existing Conditions

1.1 Project Background

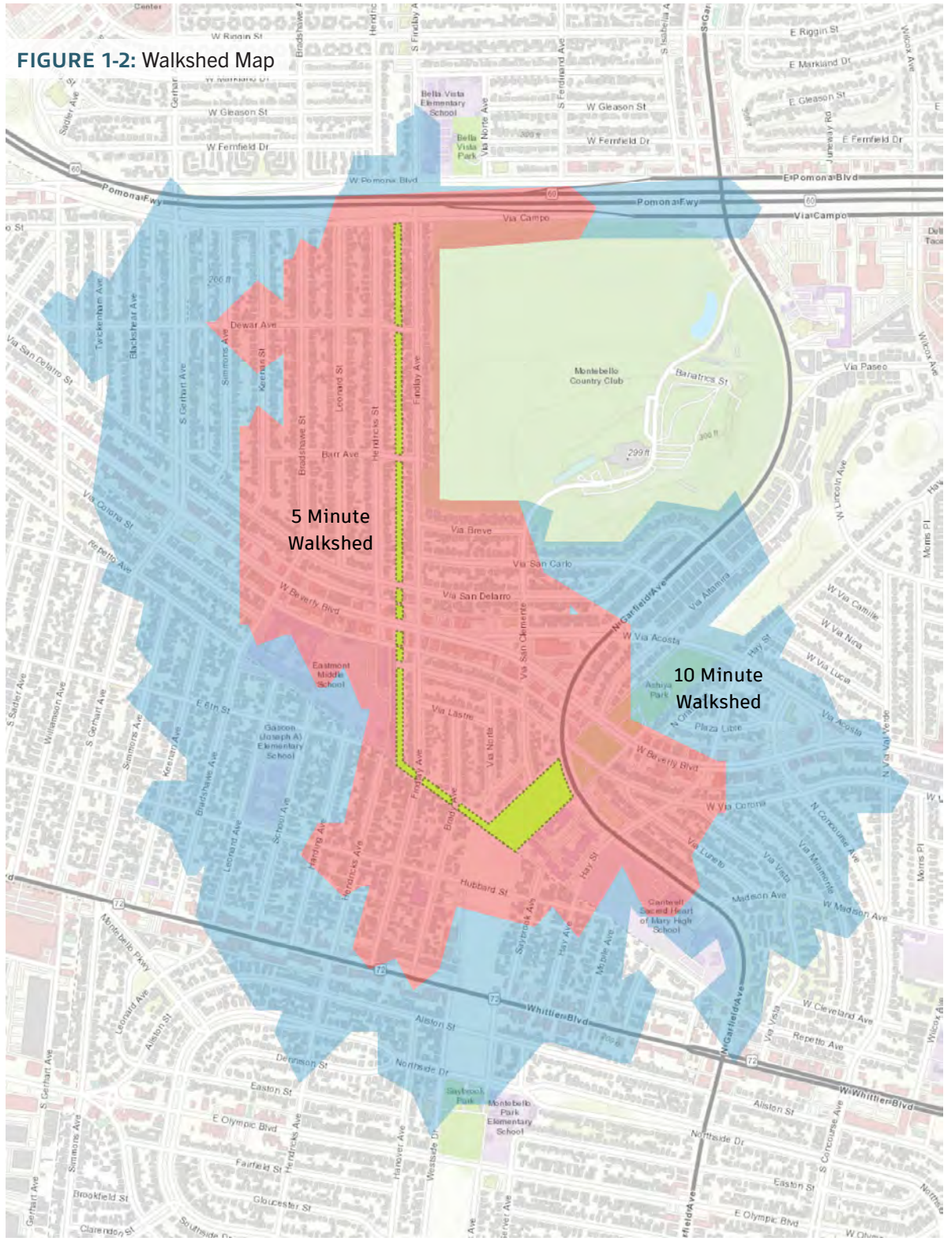
The Montebello Edison Trail (Trail) is an approximately 10-acre linear corridor owned by Southern California Edison that stretches from North Garfield Avenue near Ashiya Park, runs parallel to Findlay Avenue, and ends at Via Campo. The intent of the study is to explore the possibility of developing this corridor into a usable trail. Per the Montebello Parks Master Plan the city was deficient in trails, and the Edison Corridor presents a wonderful opportunity to increase the trails within the city. Furthermore, this trail provides a safe connection to Ashiya Park, Eastmont Intermediate School, Cantwell Sacred Heart of Mary High School, and future development anticipated at the existing municipal golf course to the various communities within the vicinity of the trail as seen in Figure 1-2 (Walkshed Map).This trail would create walkable trails with fresh landscaping and minor recreational amenities in the narrow 50’ parcels and explore park development in the larger parcel near Ashiya Park.



View into section of the Montebello Edison Trail


Montebello
Pico Rivera
Montebello Country Club
Schurr High School
Montebello High School
La Merced Elementary School
Beverly Hospital
Acuna Park
La Loma Park
Ganley Ranch Park
Resurrection Cemetery
Don Bosco Technical Institute
Whittier Narrows Golf Course
William A Smith Park
El Rancho High School
Pico Rivera Towne Center
Pioneer High School
Rivera Park
Pico Park
Streambed Park
Grant Reo Park
Rio Hondo
San Gabriel River
Mission Creek
Alhambra Wash
Whittier Blvd
Beverly Blvd
Slauson Ave
Rosemead Blvd
Garfield Ave
Romona Fwy
Santa Ana Fwy
Montebello Blvd
Washington Blvd
Peck Rd
Pioneer Blvd
Norwalk Blvd
Durfee Ave
Mines Ave
Paramount Blvd
Passons Blvd
Rex Rd
Bermudez St
Burke St
Myron St
Aeolian St
Riverа Rd
Beverly Rd
Union Pacific RR
Graves Ave
Rush St
Lincoln Ave
Via Campo
Via San Clemente
Via Altamira
Hay St
Westmoreland Dr
Elmgate St
W Riggin St
W Markland Dr
W Gleason St
W Fernfield Dr
E Markland Dr
Petrero Grande Dr
Bandini Blvd
E 26th St
E Slauson Ave
Randolph St
Gage Ave
Olympic Blvd
W Los Angeles Ave
W Madison Ave
W Beverly Blvd
W Harding Ave
W Lincoln Ave
W Victoria Ave
W Avenida de la Merced
E 6th St
Hubbard St
Alsion St
Easton St
Southside Dr
Hereford Dr
Ferguson Dr
Florida St
Doe Rios Rd
Golden Bridge Blvd
Suva St
Guatemala Ave
Emil Ave
Scout Ave
Gaylord Ave
Garfield Ave
Atlantic Blvd
Garvey Ave
Maple Ave
Greenwood Ave
Carob St
Stuart Rd
Workman Mill Rd
Telegraph Rd
Whittier Blvd
Union Pacific RR
Beverly Rd
Durfee Ave
Pioneer Blvd
Norwalk Blvd
Rosemead Blvd
Paramount Blvd
Passons Blvd
Rex Rd
Bermudez St
Burke St
Myron St
Aeolian St
Riverа Rd
Slauson Ave
Mines Ave
Peck Rd
Workman Mill Rd
Telegraph Rd
Santa Ana Fwy
Bandini Blvd
E 26th St
Washington Blvd
Pico Vista Rd
Milda Ave
Balfour St
Conway Dr
Simon Dr
Stuart Rd
Carob St
S Greenwood Ave
S Maple Ave
S Garfield Ave
S Atlantic Blvd
S Garfield Ave
S Wilcox Ave
S Isabella Ave
S Findlay Ave
S Montebello Blvd
S Sadler Ave
S Tuxford Ave
S Sarmont Ave
S Vail Ave
S Maie Ave
S Randolph St
E Washington Blvd
Gage Ave
Florida St

FIGURE 1-2: Walkshed Map



EDISON TRAIL MASTER PLAN

Walkshed Map
5 minutes and
10 minutes



1:8,000

0 500 1,000 Feet

Prepared by:
KTU+A
3916 Normal Street
San Diego, CA 92103
619.294.4477

1.2 Walkshed Analysis

Walkshed analysis is a Geographical Information System (GIS) generated polygon. The output of this analysis represents a 5-minute and 10-minute walkshed (given a walking speed of 2.5 mph). The resulting service catchment areas were overlaid on the city base map to see which neighborhoods are well covered by access to the Edison Trail. The map to the left displays a 5-minute and 10-minute walkshed to show which areas surrounding the trail would have convenient access to the Trail.

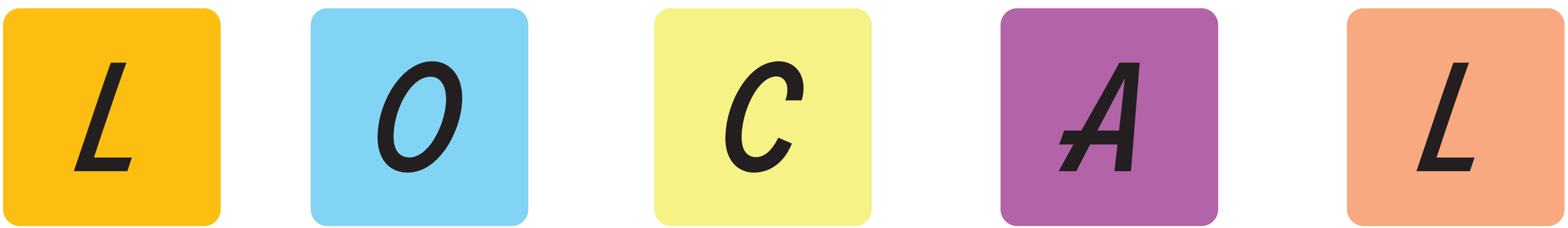


Current entry gates for section of the Edison Trail

1.3 L.O.C.A.L. ANALYSIS

LOCAL analysis stands for the Location of Opportunities, Constraints, Assets, and Liabilities. It is important to conduct this type of analysis to understand the overall performance of the location and ask what is working well and what isn't?

In looking at the Montebello Edison Trail, there are several areas that lay within the LOCAL categories, for example:



Location of...

Opportunities

Proximity to:

- Disadvantaged communities
- Parks
- Schools
- Connections with other trails, bike paths/lanes, sidewalks
- Bus stops
- Golf course/ new top golf facility and future development
- Large open space near Ashiya Park, location for field, or plaza
- Passive park space and landscaping
- View of the mountains
- Potential bikeway and bike parking facilities
- Potential for active transportation and linear recreation

Challenges

- Long corridors with limited access points poses a safety concern
- Electrical towers
- Vehicle clearance for service

Assets

- Connections to neighborhood and community
- Existing trees
- Existing crosswalk

Limitations

- Community garden space
- Near highway/ high speed roads
- Limited availability for infrastructure

Maps on the following pages, identify these areas and helped shape the final concepts seen later in this report.

FINDLAY AVE

VIA CAMPO

HENDRICKS ST

Located near the golf course and new top golf location. Great space for entry node.

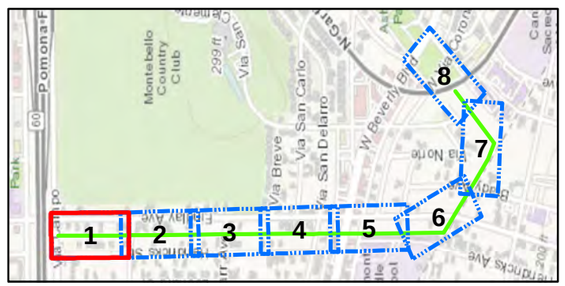
Landscaping buffer or fencing with art

Parks
Schools
Bus Stops
Disadvantaged Community (SB 535)
Transmission Tower Footprints
5ft Buffer
EntrancePoints
Edison Right-of-way

Analysis
Opportunity
Challenge
Asset
Limitation

EDISON TRAIL MASTER PLAN

1:50 Scale Map Series Along Corridor



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01/30/2022

1:600
1 inch = 50 feet

Feet
0 25 50

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FINDLAY AVE

DEWAR AVE

STOP

HENDRICKS ST

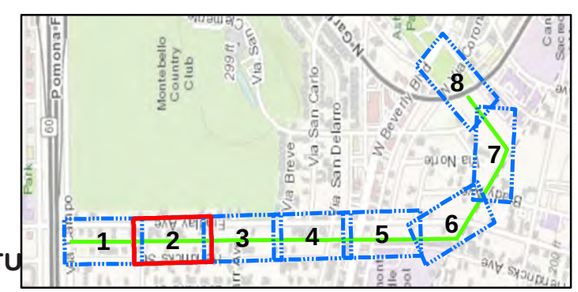
Landscaping buffer or fencing with art

Parks
Schools
Bus Stops
Disadvantaged Community (SB 535)
Transmission Tower Footprints
5ft Buffer
EntrancePoints
Edison Right-of-way

Analysis
Opportunity
Challenge
Asset
Limitation

EDISON TRAIL MASTER PLAN

1:50 Scale Map Series Along Corridor



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1:600
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Feet
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Montebello
Golf Course

FINDLAY AVE

BARR AVE

HENDRICKS ST

Large corridor with limited access point. Poses potential security threat for trail users

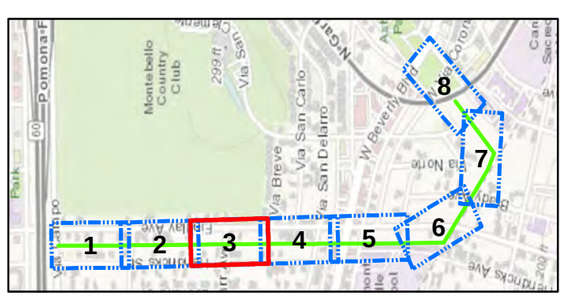
Landscaping buffer or fencing with art

Parks
Schools
Bus Stops
Disadvantaged Community (SB 535)
Transmission Tower Footprints
5ft Buffer
EntrancePoints
Edison Right-of-way

Analysis
Opportunity
Challenge
Asset
Limitation

EDISON TRAIL MASTER PLAN

1:50 Scale Map Series Along Corridor



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01/30/2022

1:600
1 inch = 50 feet

Feet
0 25 50

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San Diego, CA 92103
619.294.4477

Montebello Golf Course

FINDLAY AVE

Large corridor with limited access point. Poses potential security threat for trail users

Potential bikeway and walkway connection if the community garden stays

VIA SAN DELARRO

Area requires cleanup and additional grading to allow for trail access.

Landscaping buffer or fencing with art

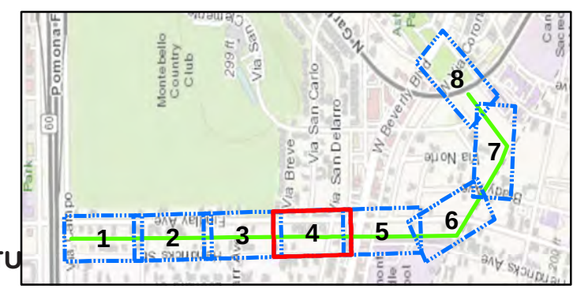
HENDRICKS ST

Parks
Schools
Bus Stops
Disadvantaged Community (SB 535)
Transmission Tower Footprints
5ft Buffer
EntrancePoints
Edison Right-of-way

Analysis
Opportunity
Challenge
Asset
Limitation

EDISON TRAIL MASTER PLAN

1:50 Scale Map Series Along Corridor



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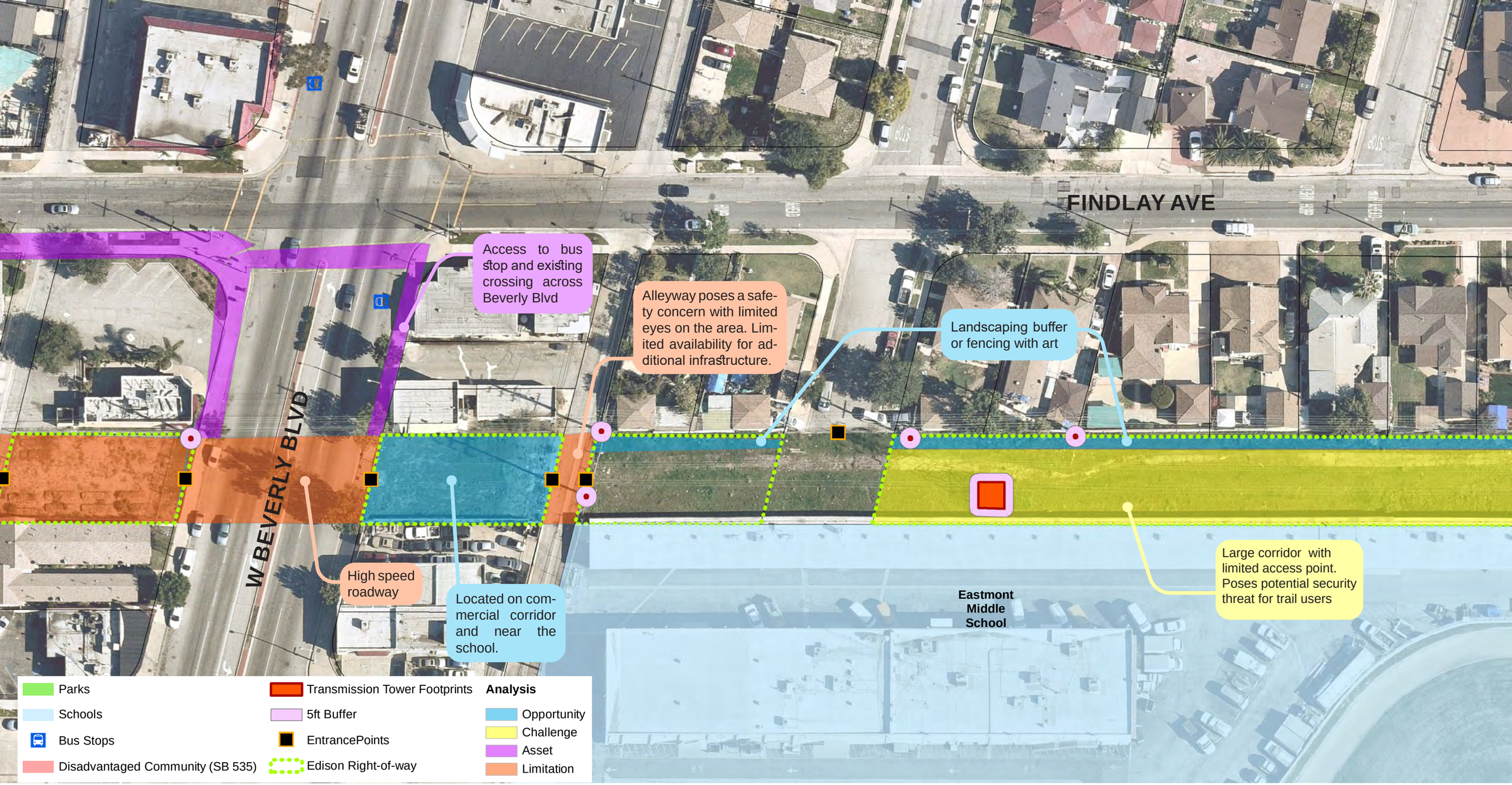

EDISON TRAIL MASTER PLAN

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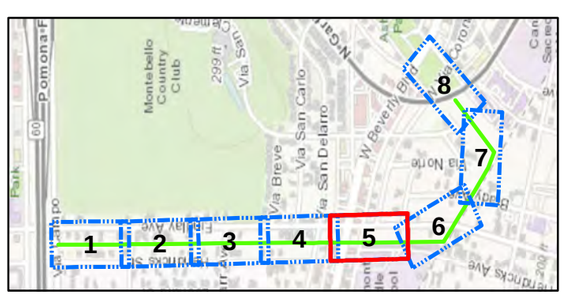

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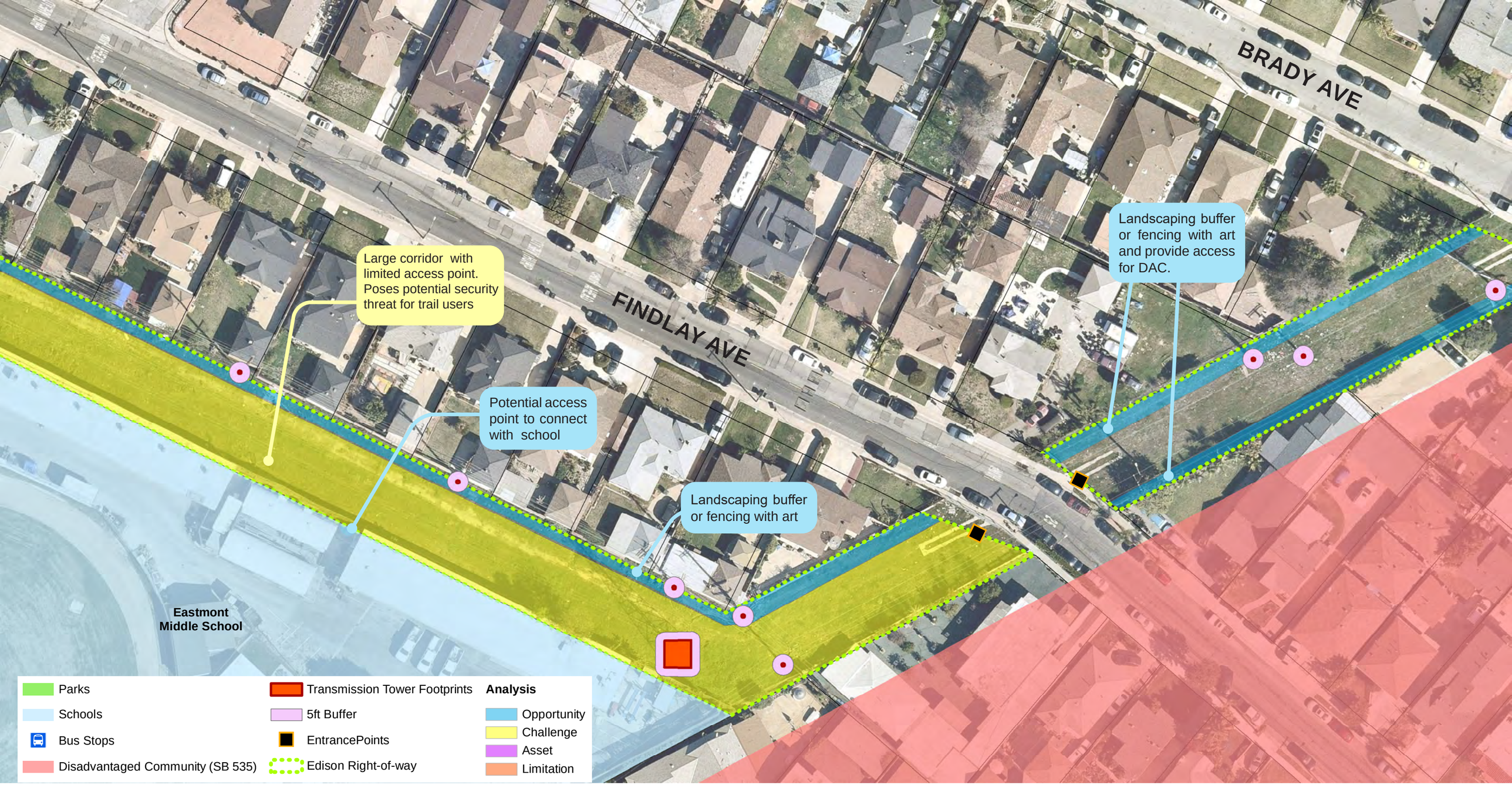

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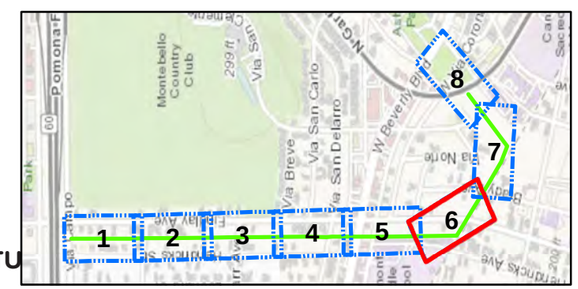

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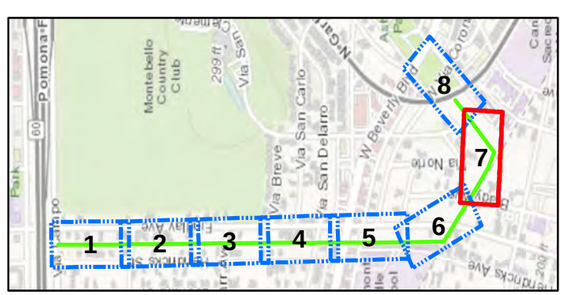
EDISON TRAIL MASTER PLAN

1:50 Scale Map Series Along Corridor



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EDISON TRAIL MASTER PLAN

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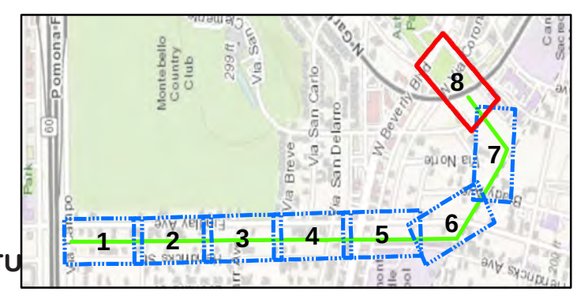

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2. AMENITIES TOOLKIT

Multi-purpose trails can come in many different designs. The study team created an amenities toolkit to provide insights into the full spectrum of design treatments for the proposed trail. The intent of the study and the amenities toolkit is not to prescribe a specific trail design but to factor some of the constraints and opportunities that were brought up during outreach into a menu of potential design treatments.

Each amenity discussed in this section has a menu of options listed below it that briefly highlight the longevity, ease of maintenance, aesthetics, and cost of that item. Based on the details of the options under each amenity, the study team determined which items are the suggested improvement for this study.

It is important to note that the costs listed in Section 2.9 represent the consultant's opinion of probable construction only costs based on current-day market figures at the time of this report. The costs should be further analyzed based on specific site locations, accurate material and item selection, and installation costs at the time of construction. Costs may be greatly affected by significant decreases in the availability of materials and subsequent increases in costs due to the COVID-19 economic impacts and material shortages. The cost estimates in Section 2.9 don't include permitting and environmental review, design, and on-going maintenance costs associated with the trail.

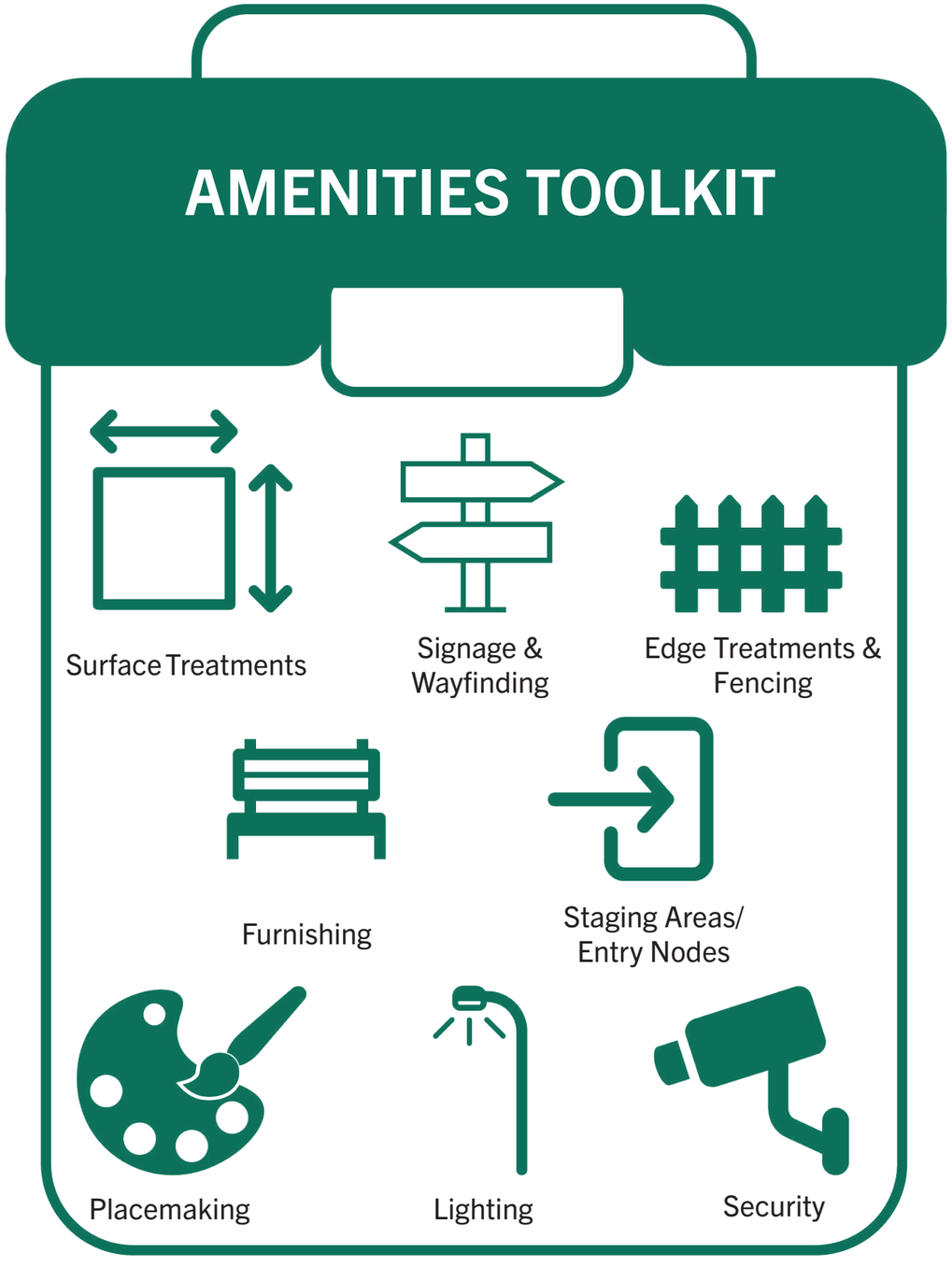
Description of Options

In an effort to guide meaningful discussion on what a future trail might look like, the study team made recommendations for two different options of trails, described below. However, a future trail design may incorporate elements from either option or the amenities toolkit.

Option A is a lower cost option with less amenities and improvements and serves as a baseline for what could be done along the corridor.

Option B is a higher cost option which may include a more formal surface treatment, additional placemaking features, furnishings, and additional improvements to the entry areas.





2.1 SURFACE TREATMENTS

Surface treatments are the materials that make up the path for the trail system. The materials presented range in their accessibility for bicyclists and other wheeled devices. Materials such as decomposed granite (DG), make a great walking/running path but aren't always the best for cyclists and need frequent maintenance. Materials like asphalt, concrete, and permeable concrete have a longer life span with not as much maintenance and make a great surface for bikes.

Location: The location of the surface treatments are alongthe entire corridor. Depending on the path type, the surface tratment may change such as having a DG walking path along an asphalt road/bikeway. Surface treatments may also occur at access and staging areas, or other areas where amenities, furnishings, and signage are placed.

AMENITY OPTIONS



Option A

Decomposed Granite (DG)

Longevity: ✓

Ease of Maintenance: ✓

Aesthetics: ✓✓

Low-Cost



Asphalt

Longevity: ✓✓

Ease of Maintenance: ✓✓

Aesthetics: ✓

Mid-Cost



Option B

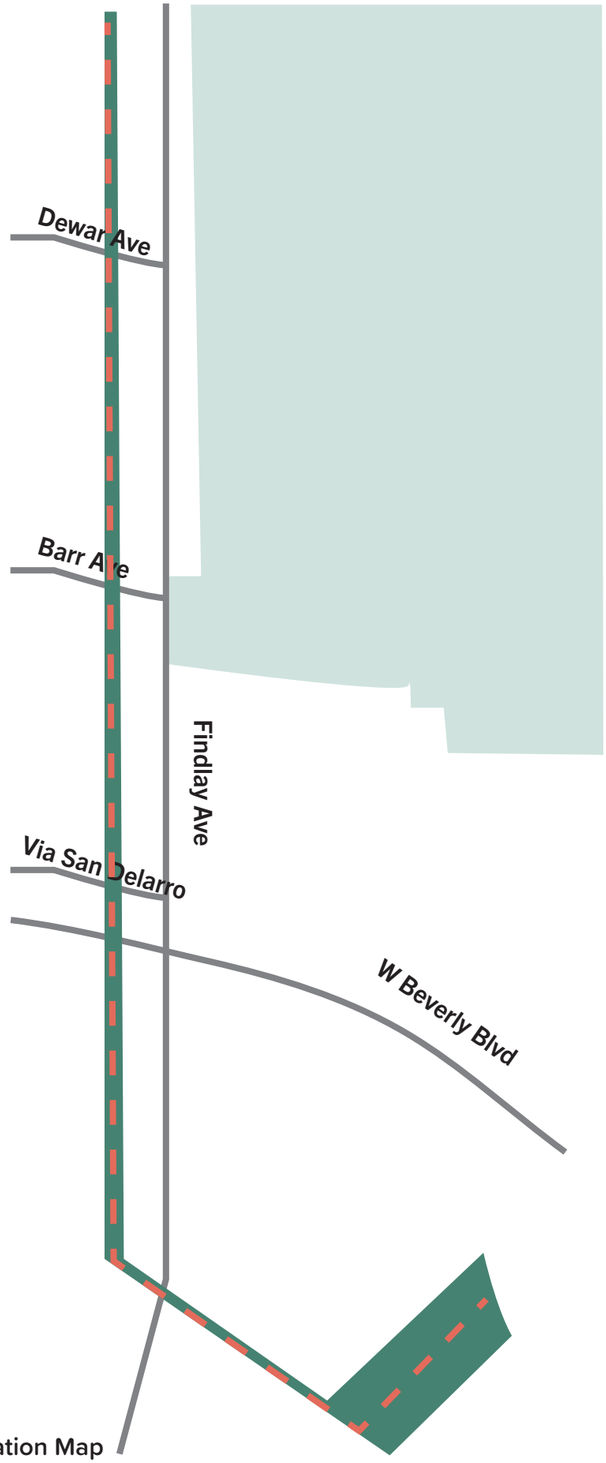
Concrete

Longevity: ✓✓✓

Ease of Maintenance: ✓✓✓

Aesthetics: ✓✓

High-Cost

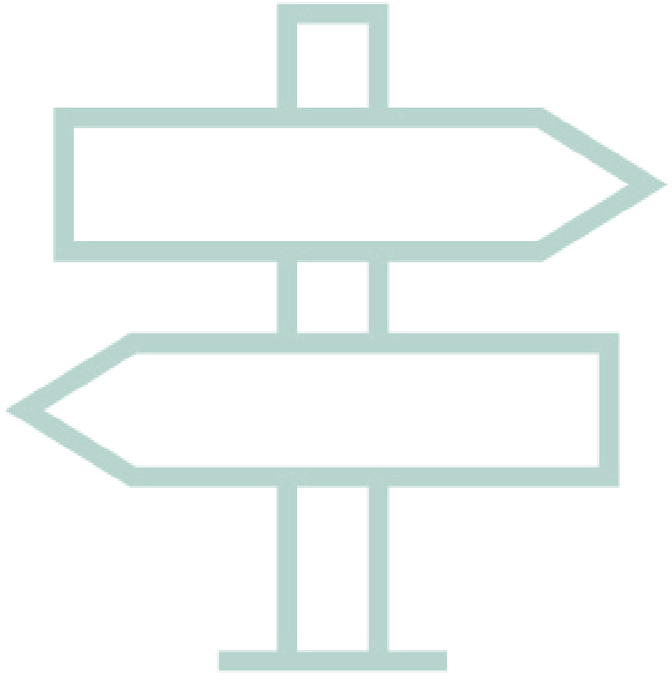


Amenity Location Map

2.2 SIGNAGE & WAYFINDING

Signage and wayfinding options fall under three different price points: low, mid, and high. Under each option, the amenities for each are the same but fall within these prices due to the materials the items are made of. The amenities included in this category include mile markers, maps, educational signs, etc. An additional option for this category would be minimal improvements, where the trail would include very little or no signage and wayfinding.

Location: It is recommended that signage and wayfinding be found throughout the trail to ensure the safety and effectiveness of their intended purpose. The location of signage and wayfinding is to be placed in highly trafficked areas for users to understand their place throughout the trail. Mile markers, for example, are a great indicator for the trail user and for emergency services to understand their location along the trail. Additional signage such as no trespassing signs can be recommended.



AMENITY OPTIONS

No Improvements



Option A

Low-Cost

Longevity: ✓

Ease of Maintenance: ✓

Aesthetics: ✓



Mid-Cost

Longevity: ✓✓

Ease of Maintenance: ✓✓

Aesthetics: ✓✓



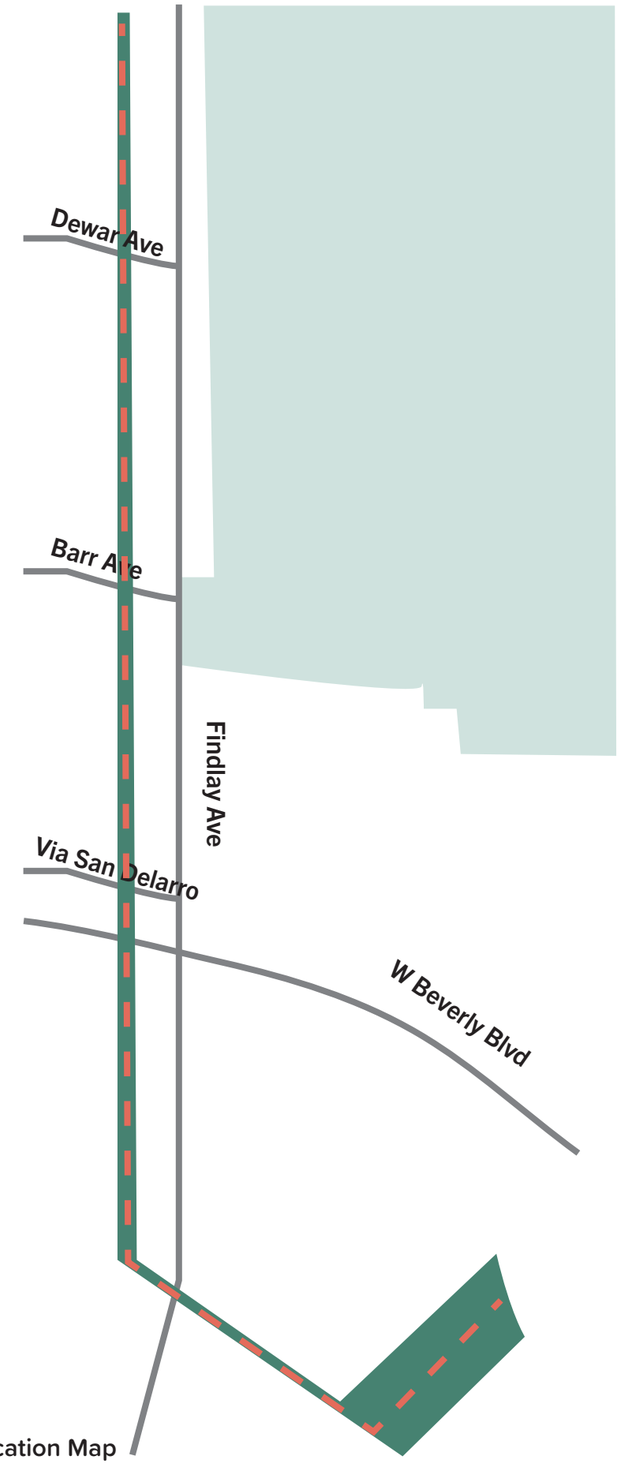
Option B

High-Cost

Longevity: ✓✓✓

Ease of Maintenance: ✓✓✓

Aesthetics: ✓✓✓



Amenity Location Map

2.3 EDGE CONDITION & FENCING

Fencing options for the Trail include a variety of options and price points. Each fencing type has different visibility into the surrounding areas, with some allowing the user to see through the fence/rail, and others blocking all views. Within the different fencing options listed, trespassing prevention is highlighted as it was listed as a main concern from the stakeholders interviewed for this project.

Location: Fencing for the trail is already located at the entry point in each section along the trail. It is proposed that these fences get improved with more aesthetic fencing option that is transparent such as a welded wire or framed hog wire fencing and any additional safety chain link fencing be added to the base of the transmission towers if needed. Additionally, it is proposed that the edges of the corridor along the residential blocks get new block walls to ensure that proper security and screening are achieved as a result of the trail improvements.



AMENITY OPTIONS



No Improvements

Chain Link

Longevity: ✓✓
Ease of Maintenance: ✓✓
Aesthetics: ✓
Trespassing Prevention - Dogs: ✓✓
Trespassing Prevention - Peds: ✓✓
Low-Cost



Framed Hog Wire

Longevity: ✓✓
Ease of Maintenance: ✓✓
Aesthetics: ✓✓
Trespassing Prevention - Dogs: ✓✓
Trespassing Prevention - Peds: ✓✓
Mid-Cost



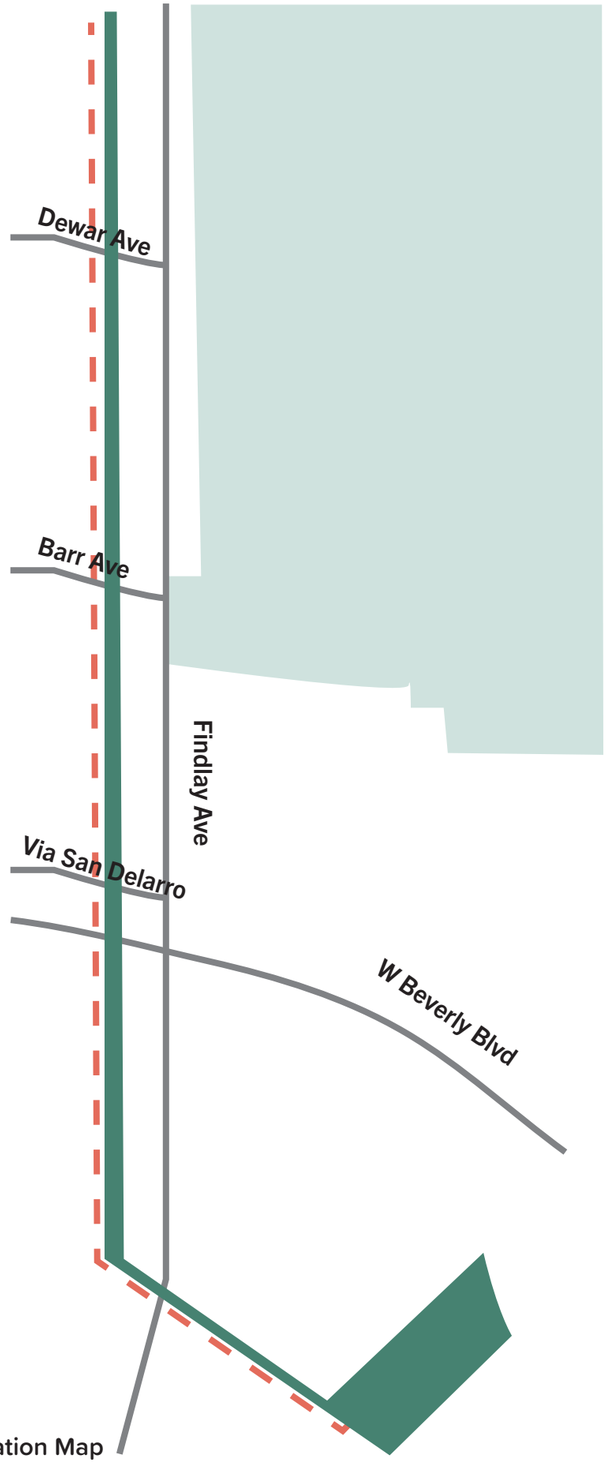
Welded Wire

Longevity: ✓✓
Ease of Maintenance: ✓✓
Aesthetics: ✓✓
Trespassing Prevention - Dogs: ✓✓✓
Trespassing Prevention - Peds: ✓✓✓
High-Cost



Block Wall

Longevity: ✓✓✓
Ease of Maintenance: ✓✓✓
Aesthetics: ✓✓✓
Trespassing Prevention - Dogs: ✓✓✓
Trespassing Prevention - Peds: ✓✓✓
High-Cost



Amenity Location Map

2.4 FURNISHINGS

Furnishing options fall under three different price points: low, mid, and high. Under each option, the amenities for each are the same but range in design treatments, quality of materials, and design. As such, the ranking implies a higher cost item which typically results in a higher-performing furnishing item versus a lower cost item that may have lower performance standards. Benches should be designed to deter overnight stays. The amenities included in the furnishing category include the following assumptions for each category:

- Low-cost: Inexpensive to moderately cost benches and trash receptacles
- Mid-cost: Moderately cost benches, trash receptacles, dog waste stations
- High-cost: Moderate to high-cost benches, trash receptacles, dog waste stations, bike storage

Location: Site furnishings may be placed throughout the trail at areas where entry plazas, rest stations, or other significant locations along the trail as deemed necessary. The staging areas/entry nodes may include these items see the staging areas/entry nodes section for more information.



AMENITY OPTIONS

Minimal Improvements



Option A

Low-Cost

Longevity: ✓

Ease of Maintenance: ✓✓✓

Aesthetics: ✓



Mid-Cost

Longevity: ✓✓

Ease of Maintenance: ✓✓

Aesthetics: ✓✓



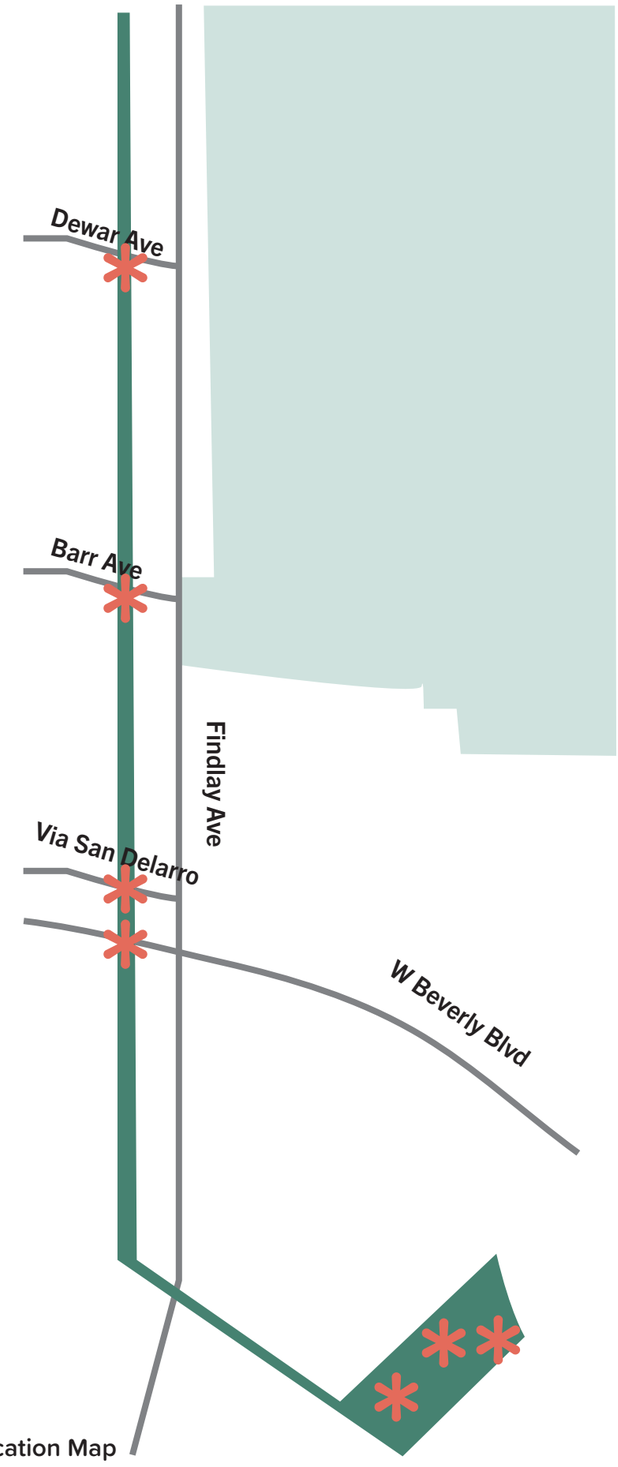
Option B

High-Cost

Longevity: ✓✓✓

Ease of Maintenance: ✓

Aesthetics: ✓✓✓



Amenity Location Map

2.5 STAGING AREAS/ ENTRY NODES

Staging areas and entry nodes options fall under three different price points: low, mid, and high. Under each option, the amenities for each are the same but fall within these price ranges. Amenities at staging areas/entry nodes typically include kiosks, maps, trailheads, and parking. Probable costs for these items include the assumed treatments for each cost tier:

- Low-Cost: Entry pedestrian control/gates, DG or gravel surface treatment, no kiosk, no furnishings
- Mid-Cost: Entry pedestrian control/gates, concrete surface treatment, mid-size kiosk or rest station, mid-cost furnishings
- High-Cost: Entry pedestrian control/gates, enhanced concrete surface treatment, mid-size kiosk or rest station, high-cost furnishings, fitness equipment

Locations: Potential locations for staging areas would be near Ashiya Park at the large open space. Additionally, smaller entry nodes would be added at the entry points of each section of the trail at Dewar Ave, Barr ave, Via San Dekarro, Findlay Ave, and Brady Ave.

AMENITY OPTIONS



Low-Cost

Longevity: ✓

Ease of Maintenance: ✓

Aesthetics: ✓



Mid-Cost

Longevity: ✓✓

Ease of Maintenance: ✓✓

Aesthetics: ✓✓

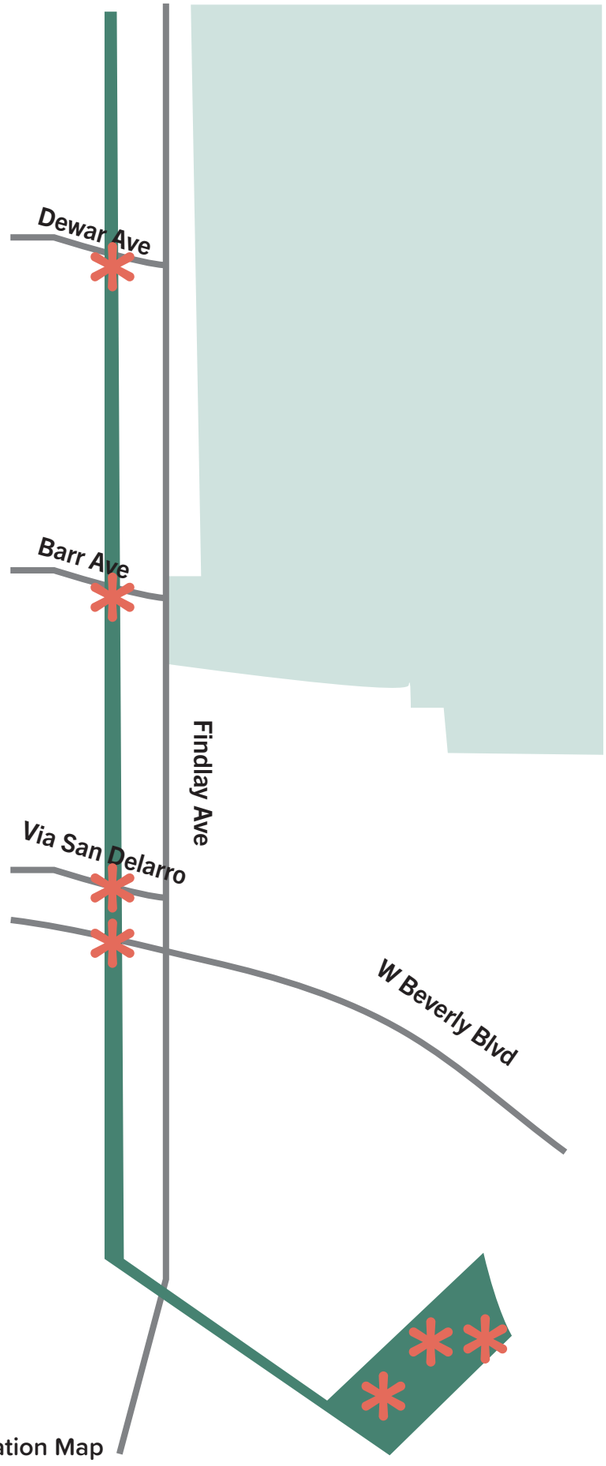


High-Cost

Longevity: ✓✓✓

Ease of Maintenance: ✓✓✓

Aesthetics: ✓✓✓



Amenity Location Map

2.6 PLACEMAKING FEATURES

Placemaking features options fall under three different price points: low, mid, and high. Under each option, the amenities for each are the same but fall within these prices. Placemaking features under the low-cost category could include murals along the walls, a community-funded installation where community members pay for a tile to personalize to get displayed at entry points of the trail, or an art installations throughout the trail. Examples of a mid-cost art installation would include an entry archway or small statues, whereas high-cost art may have large statues or fountains.

Locations: Art installations may be most appropriate at the staging area/ open field near Ashiya Park and along the trail. Additionally, the backs of brick fencing seen throughout the trail present a great opportunity for murals or other artwork.

AMENITY OPTIONS

No Improvements



Option A

Low-Cost

Longevity: ✓

Ease of Maintenance: ✓

Aesthetics: ✓

Mid-Cost



Longevity: ✓✓

Ease of Maintenance: ✓✓

Aesthetics: ✓✓



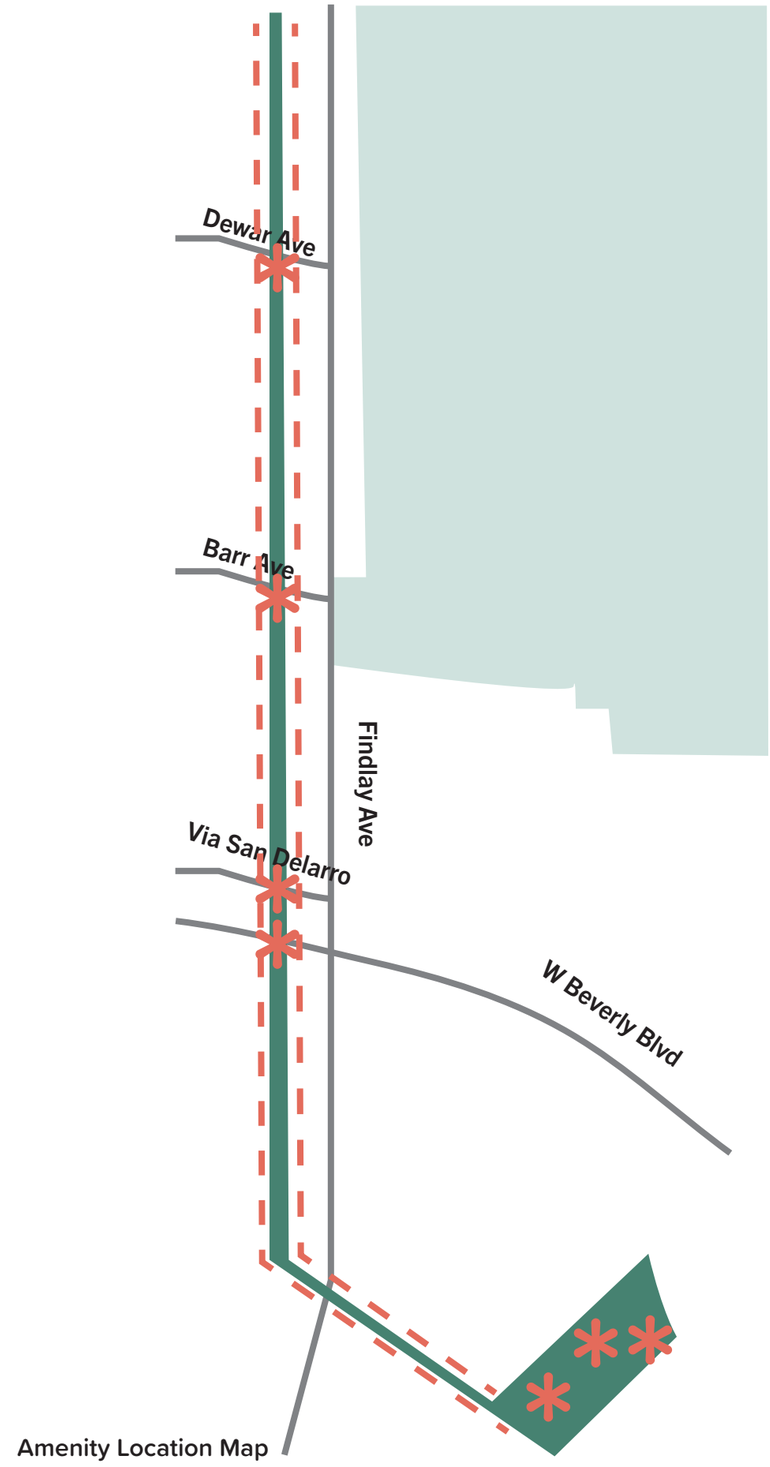
Option B

High-Cost

Longevity: ✓✓✓

Ease of Maintenance: ✓✓✓

Aesthetics: ✓✓✓



Amenity Location Map

2.7 LIGHTING

Lighting for the Trail can be considered to increase the safety and security of its users. Although lighting may only be used for several hours during the day depending on the operational hours of the trail, it is an important aspect of keeping the trail safe during the evening hours. A Variety of lighting options are available for the trail such as solar, overhead, and in-ground lights.

Locations: Lighting would be located throughout the trail to ensure visibility during the trail's evening hours. Specialized lighting may be considered at staging areas/entry nodes.



AMENITY OPTIONS

No Improvements



Overhead (Solar)

Longevity: ✓✓

Ease of Maintenance: ✓✓

Aesthetics: ✓✓

Mid-Cost



Option B

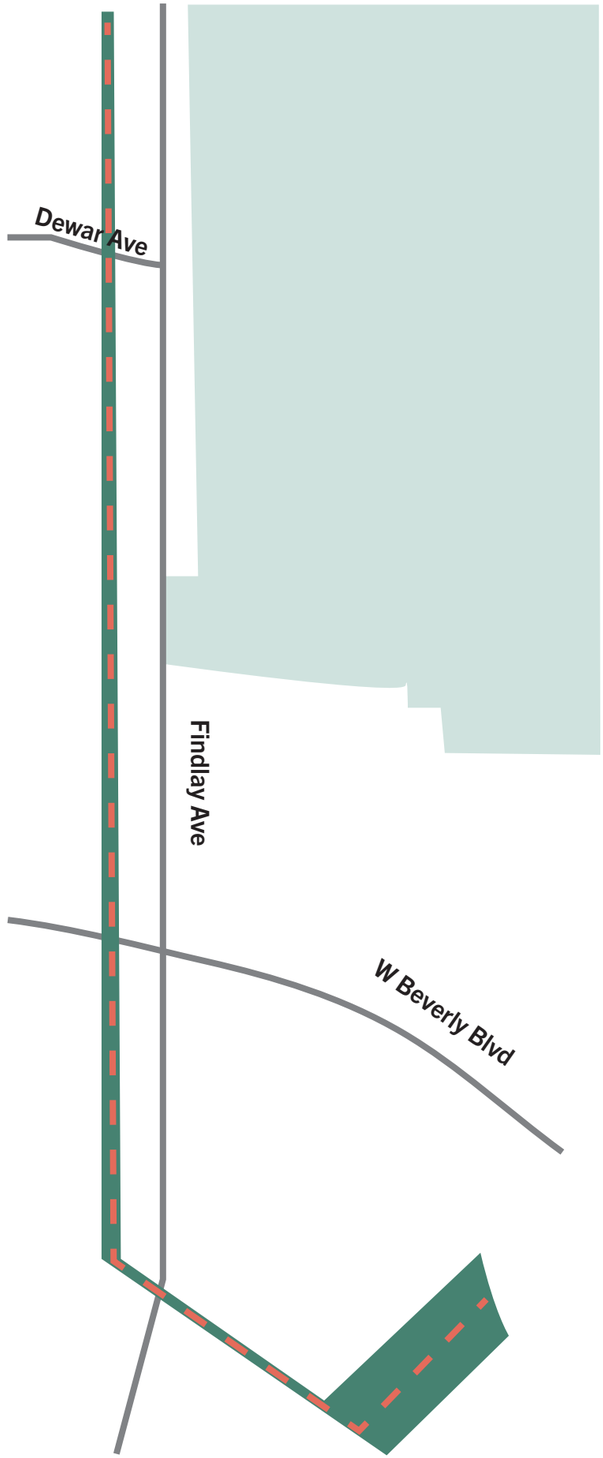
Pedestrian Lighting

Longevity: ✓✓

Ease of Maintenance: ✓✓

Aesthetics: ✓✓✓

High-Cost



2.8 SECURITY

Security options: call boxes, security cameras, security personnel, and drones. Each amenity has its own price-point with some hosting better security programs or more camouflaged than others.

Locations: Security systems should be located at least near entry locations along the trail. Additional security could be located at several places between the entry areas to ensure a more secure pathway. Security options that need to be affixed to poles can be located on existing electric poles located throughout the trail.

AMENITY OPTIONS

No Improvements



Call Boxes

Longevity: ✓

Ease of Maintenance: ✓

Aesthetics: ✓

Mid-Cost



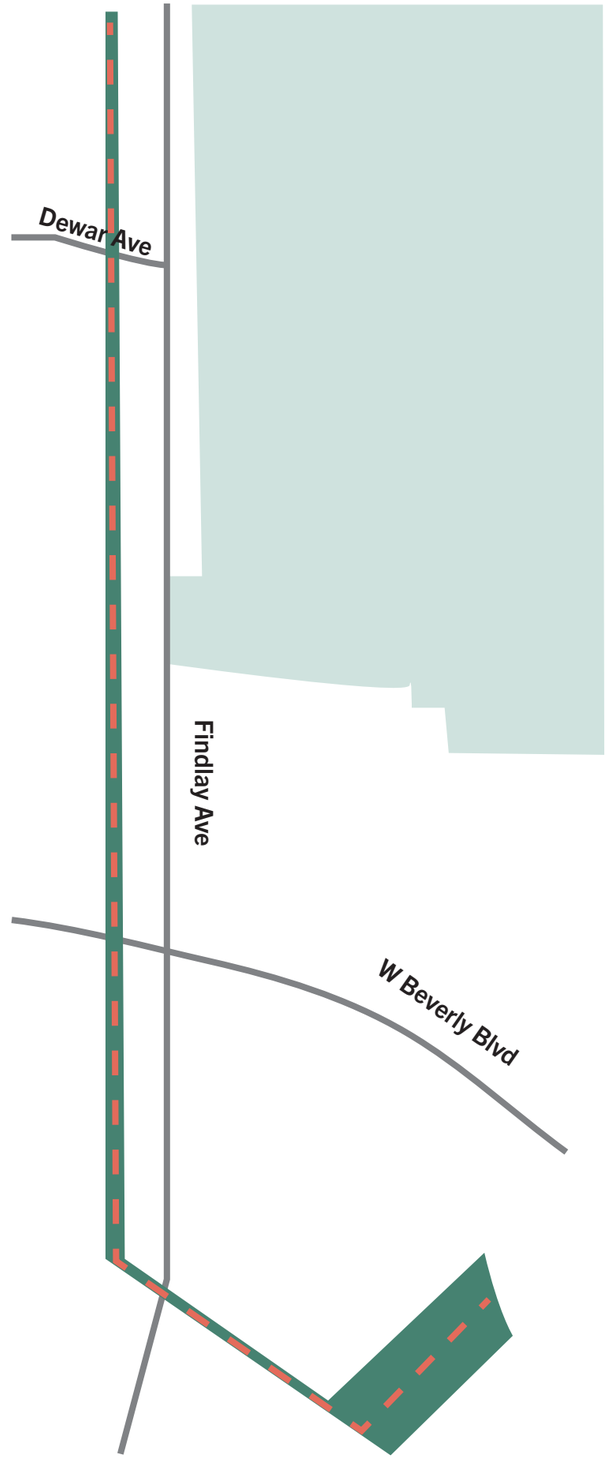
Security Cameras

Longevity: ✓✓

Ease of Maintenance: ✓✓

Aesthetics: ✓✓

Mid/High-Cost



2.9 BASIS OF DESIGN

OPTION A

The baseline improvements option includes various lower cost trail and park elements that are essential to provide a safe and functional project. This option primarily includes amenities with a lower up-front cost; however, as a result this may result in lower estimated longevity and higher long-term maintenance costs. The proposed surface treatments include a 10 ft wide asphalt Class I Bike path with a Decomposed Granite (DG) edge buffer throughout the trail corridor and park, as well as DG trails for secondary walking pathways. Minimal concrete surfacing is proposed for a strategic pathway in the park. Plaza spaces with vehicular concrete surfacing and minimal plaza improvements including low-cost benches, picnic tables, trash receptacles and placemaking features in order to provide gathering spaces for increased community engagement throughout the trail. Low-cost amenities are proposed along the primary pathway through the corridor and park including pedestrian lighting, wayfinding signage, and artistic features. Play surfacing is utilized in the park for the playground and limited fitness equipment along the park trails. Basic crosswalk markings provide safety for trail users at a modest price. Proposed security elements include lockable pedestrian gates which would be added to the existing fencing at entry points while maintaining the current vehicular access. Fencing would be included at the perimeter of the existing transmission towers and security stations with cameras and a call box would be included at each intersection. Additional block walls may be installed at essential locations to create a complete perimeter boundary while utilizing existing walls and fences to save costs. Approximately 30 percent of the perimeter is assumed to require new or replaced walls for this option. Landscape improvements throughout the trail and park include a combination of low-cost, low-maintenance xeriscaping, in addition to strategic areas of ornamental landscape improvements.

OPTION B

The high-end improvements option includes higher cost trail and park elements that provide higher quality materials and amenities in return for a higher price point. These amenities are designed to increase aesthetics and longevity and decrease maintenance requirements. The proposed surface treatments include a 10 ft wide asphalt Class I Bike path with a Decomposed Granite (DG) edge buffer throughout the trail corridor and park, as well as DG trails for secondary walking pathways. Concrete surfacing is proposed for a strategic pathway in the park. Plaza spaces with enhanced vehicular concrete surfacing (including possibilities with intricate designs and colors) and distinguished plaza improvements including benches, picnic tables, trash receptacles and placemaking features in order to provide gathering spaces for increased community engagement throughout the trail. Additional amenities are proposed along the primary pathway through the corridor and park including pedestrian lighting, wayfinding signage, and artistic features. These higher cost improvements link the trail spaces together with an elegant identity and provide opportunities to showcase higher quality artistic installations. Play surfacing is utilized in the park for the playground and fitness elements along the park trails. Crosswalk markings provide safe road crossings at trail intersections. Proposed security elements include replaced fencing and gates at entry points, fencing at the perimeter of the existing transmission towers, and security stations with cameras and a call box. The replaced fencing shown is a more secure and aesthetically pleasing barrier at the entries of the trail. Block walls are proposed along the entire perimeter to construct a uniform perimeter boundary. Landscape improvements throughout the trail and park include areas of xeriscaping and ornamental landscape improvements.

***Note:** Total line item costs include a 25% contingency. Total approximate cost range includes a 8% soft cost. All costs are based on current day material value and assumes prevailing wages for labor (2022).

OPTION A

Amenity Category	Trail Cost	Park Cost	Total Cost
Surface Treatments:	$930,480	$778,166	$1,708,646
Signage and Wayfinding:	$12,500	$12,500	$25,000
Edge Condition and Fencing:	$691,688	$71,325	$741,138
Furnishing:	$25,000	$240,625	$265,625
Staging Areas/ Entry Nodes:	$12,500	$6,250	$18,750
Placemaking:	$12,813	$10,000	$22,813
Lighting:	$411,750	$107,000	$518,750
Security:	$40,000	$20,000	$60,000
Planting and Site Work	$478,128	$913.138	$1,391,265

***Approximate Cost Range: $5.3M - $5.7M**

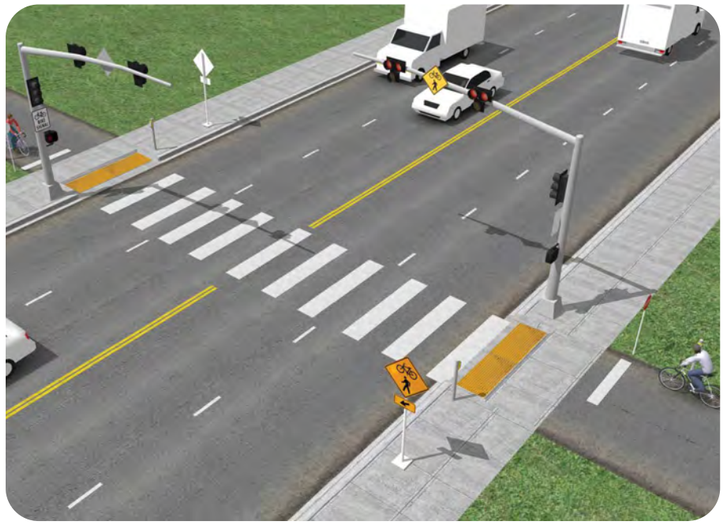
OPTION B

Amenity Category	Trail Cost	Park Cost	Total Cost
Surface Treatments:	$1,090,405	$1,020,544	$2,110,949
Signage and Wayfinding:	$50,000	$12,500	$62,500
Edge Condition and Fencing:	$2,433,750	$71,325	$2,483,200
Furnishing:	$50,000	$481,250	$531,250
Staging Areas/ Entry Nodes:	$125,000	$6,250	$131,250
Placemaking:	$51,250	$25,000	$76,250
Lighting:	$571,875	$115,000	$686,875
Security:	$40,000	$20,000	$60,000
Planting and Site Work	$478,128	$1,036,342	$1,514,469

***Approximate Cost Range: $8.4M - $9.2M**

3. Proposed Trail Design

The proposed trail design focuses on the idea of connectivity and creativity. The Trail creates a unique linear connection for Montebello by stretching through major roadways in the northwest corner of the City. Through its many different entry nodes, small plaza spaces are available to promote social connectivity. Two entertaining paths explore different experiences as you travel through the Trail's corridor. An asphalt path is provided for individuals to bike and use wheeled devices, its size also allows for vehicular entry for Edison maintenance vehicles. For a more meditative and creative trail experience, DG walkways weave in-between the asphalt pathway. As identified in the LOCAL analysis, existing wall space opens the opportunity for art installations like murals.













TURF AREAS
10' TWO-WAY BIKE/PED PATH
2' BUFFER AND 3' DG TRAILS
PLAZA SPACES
CONCRETE
MULCH AREAS
PLAY SURFACE
ASPHALT
PROPOSED WALLS
PROPOSED BIKE/PED CROSSWALKS
FENCING
ELECTRICAL TOWER AND POLE FOOTPRINTS
5' CLEARANCE BUFFER AROUND POLES
XERISCAPE PLANTINGS
EXISTING TREES
PROPOSED TREE, 15' WIDTH SHOWN
ART OPPORTUNITIES
FURNISHINGS

VIA CAMPO

DEWAR AVE

N HENDRICKS ST

EDISON TRAIL MASTER PLAN

CONCEPTUAL PLAN, SEGMENT 1



Airphoto taken
01/30/2022

1:600
1 inch = 50 feet
Feet
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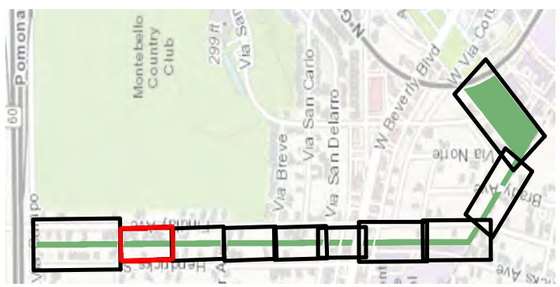
ktua

Prepared by:
KTU+A
3916 Normal Street
San Diego, CA 92103
619.294.4477



EDISON TRAIL MASTER PLAN

CONCEPTUAL PLAN, SEGMENT 1



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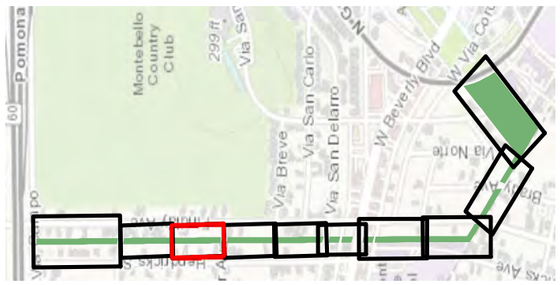

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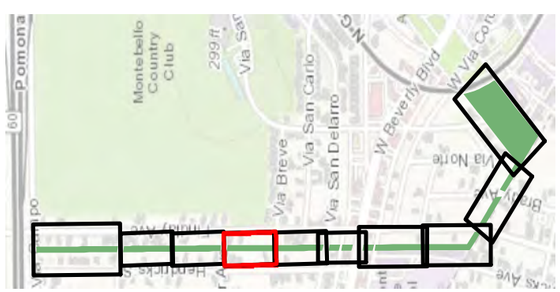

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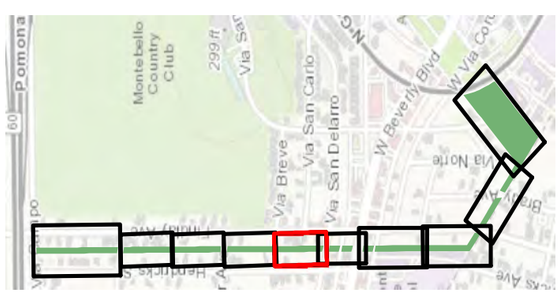

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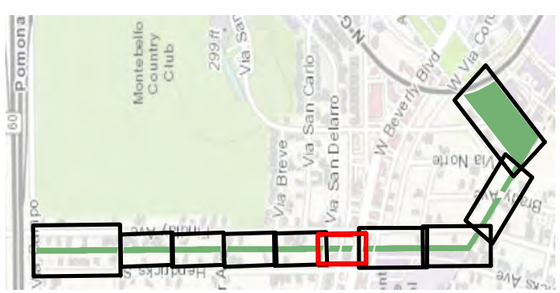

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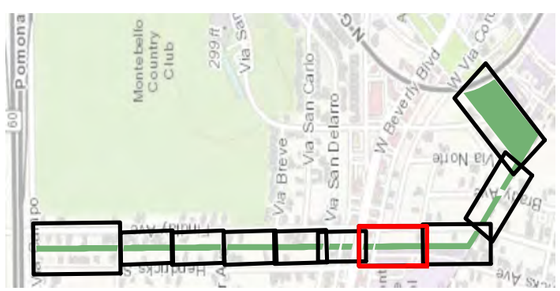

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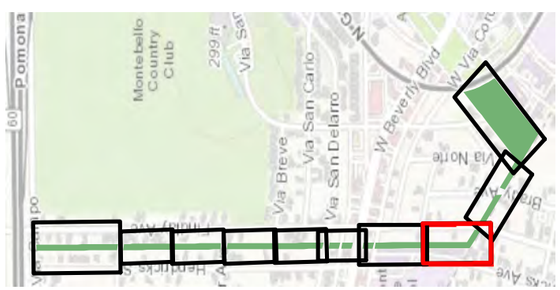

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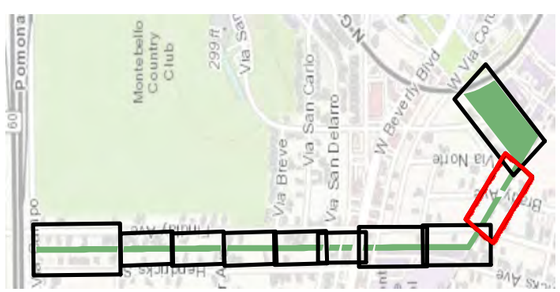
EDISON TRAIL MASTER PLAN

CONCEPTUAL PLAN, SEGMENT 1



Airphoto taken
01/30/2022

1:480
1 inch = 40 feet

0 25 50 Feet

ktua

Prepared by:
KTU+A
3916 Normal Street
San Diego, CA 92103
619.294.4477



EDISON TRAIL MASTER PLAN

CONCEPTUAL PLAN, SEGMENT 1



Airphoto taken
01/30/2022

1:600
1 inch = 50 feet

Feet
0 25 50

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RENDERING 1 - TYP. TRAIL ENTRANCE



RENDERING 2 - TYP. TRAIL EXPERIENCE

ITEM # 24

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Angelica Palmeros, Deputy Director

SUBJECT: **APPROVE AGREEMENT NO. 4115 WITH CARE SOLACE TO PROVIDE ASSISTANCE TO RESIDENTS CONNECTING WITH COMMUNITY BASED COUNSELING**

DATE: June 28, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Agreement No. 4115 between Care Solace and the City of Montebello to provide web-based on-line resource, with a live 24/7 concierge line to assist residents with finding community-based counseling;
2. Authorize the Acting City Manager, or designee, to execute the Agreement between Care Solace and the City of Montebello and any related documents; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by $62,250 in Account No. 100-20-200-6040.96 (General Fund, Administration, Other Profesional Services).
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Care Solace is a clearinghouse in connecting individuals and families with local resources to meet their specific needs relating to mental health, crisis counseling and drug treatment options. The one-year agreement, term from July 1, 2023 – June 30, 2024, will provide for community access to a web-based online resource with a live, 24/7 concierge line that will assist in connecting Montebello residents with mental health counseling and drug treatment resources. The agreement provides for on-going one-year renewals based on mutual agreement and community response to the services.

The annual fee is $62,250 based on the City's population and expected usage of the platform which includes unlimited access for residents and ongoing technical support.

The cost for this new professional services agreement was not part of the Fiscal Year 2023-24 budget. Therefore. it is necessary to amend the Fiscal Year 2023-24 budget by increasing appropriations by $62,250 in Account No. 100-20-200-6040.96 (General Fund, Administration, Other Profesional Services). The recomendation is for a sole-sourced purchase in accordance with MCC 3.20.050 with a four-fifths vote of the City Council.

BACKGROUND/DISCUSSION:

The City of Montebello recognizes the importance of supporting the mental health and well-being of its residents. In an effort to support this effort, the City is demonstrating its commitment to the health, safety and well-being of its residents by offering a free resource to expand access to community-based mental health and substance abuse providers and other behavioral health services. Care Solace provides a 24/7 multilingual Care Concierge team that connects residents and community-based providers seeking to assist them with confidential and available verified mental health providers, counseling services and substance use treatment programs matched to their needs regardless of financial circumstances and/or type of insurance.

Societal changes resulting from post-pandemic anxiety, homelessness, drug and alcohol abuse have highlighted the need for accessible and comprehensive mental health and drug treatment services. This resource increases accessibility especially to vulnerable populations such as seniors, youth, home bound and working families and serves as a platform for those already at-risk or have multi-diagnosed mental health conditions.

Care Solace will provide a streamlined and efficient system for connecting individuals in the community with appropriate mental health resources regardless of their ability to pay or insurance options (sliding scale, private, Medi-Cal, Medicaid, and Medicare) when generating a list of referrals. Care Solace operates an on-line platform and helpline that connects individuals with a vast network of mental health providers and resources. Their on-line platform utilizes advanced algorithms and a comprehensive database to match individuals with providers based on their specific needs, including insurance coverage, language preferences, specialties, and geographical proximity. Key Benefits of the Agreement that help residents:

Streamlined Resource Connection: Care Solace offers a centralized platform and helpline to connect individuals with mental health resources. This eliminates the need for residents to spend time searching for providers and navigating complex systems when they are in crisis mode. By streamlining the process, individuals can quickly access the appropriate mental health services they need.

Timely Support: Care Solace's extensive network and efficient matching process ensure that individuals receive timely access to mental health services, reducing the risk of prolonged waiting periods or inadequate support. This reduces the risk of delays in receiving support and can be crucial in times of crisis or when immediate help is required. The 24/7 concierge support provides for a warm hand off to the provider to ensure that the resident is receiving the appropriate service.

Confidentiality and Privacy: Care Solace prioritizes individual privacy and maintains strict confidentiality standards. They comply with all relevant laws and regulations, online approved HIPAA standards, to safeguard the personal information of users.

Cost-Effective Solution: By partnering with Care Solace, the City of Montebello can provide an essential service to its residents.

User Interface: The web-based on-line resource is user friendly, available in multiple languages and utilizes dashboard interfaces that are easy to maneuver. This service can be used by staff to better assist residents during moments of crisis and intervention.

Based on careful evaluation and consideration of the benefits outlined above, it is recommended that the City of Montebello enter into a contract with Care Solace to provide mental health and drug resource access services. By doing so, the City can demonstrate its commitment to the well-being of its residents and enhance their access to vital mental health services. These efforts also encourage access and reduces stigma to the growing challenges of those with mental and emotional distress.

If approved, staff will work closely with Care Solace to implement the necessary measures for publicizing the service and ensuring a seamless integration with existing City services. This will include information on the City website with a dedicated page, social media and printed material. Additionally, Care Solace will provide training to staff (Fire, Police, Transit, Parks and Recreation) to better assist residents with these types of requests for assistance. This service is available to any resident of the City of Montebello.

ENVIRONMENTAL:

In accordance with the California Environmental Quality Act ("CEQA"), it has been determined that this action is 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 actions/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 approval of the agreement between Care Solace and the City of Montebello for this on-line service data within the City may have a significant effects 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.

ANALYSIS:

As part of evaluating the service, staff researched a variety of service providers. In their research staff determined that:

1. Several telehealth mental health therapist service providers are available for out of pocket pay or insurance that are available with an approximate 48 hour wait time.

2. Some of those providers that were researched have similar platforms as Care Solace, however, they all ask for form of payment. The difference with Care Solace is the service can be utilized regardless of the ability to pay.
3. Unique to the Care Solace service is the face-to-face contact and the warm handoff process to allow staff to continue to assist other clients or return back to duty.
4. Unique to Care Solace is the ability to select co-occurring disorders to best assess and connect to best fit.
5. A few popular apps/phone numbers that are available and have limited options for urgent response were also evaluated and determined that they do not offer a live 24/7 service or use chat technology.

SUMMARY:

Staff recommends the City Council authorize the Acting City Manager to execute a Professional Services Agreement No. 4115 with Care Solace to provide web-based on-line resource, with a live 24/7 concierge line to assist residents with finding community-based counseling and amend the Fiscal Year 2023-24 budge by increasing appropriations by $62,250 in Account No. 100-20-200-6040.96 (General Fund, Administration, Other Profesional Services).

ATTACHMENT(S)

1. Attachment A - Agr No. 4115 - Care Solace

NEXT STEPS:

N/A

CITY OF MONTEBELLO
AGREEMENT NO. 4115

SERVICE AGREEMENT

This Service Agreement (the "**Agreement"**) is dated the 13 of June, 2023, between City of Montebello, California (hereinafter **"City"**), and Care Solace, Inc., a Delaware corporation (hereinafter **"Care Solace"**). City and Care Solace may be referred to individually as **"Party,"** or collectively as **"Parties."**

RECITALS

WHEREAS, Care Solace provides a web-based navigation system to assist its clients and the City's residents in locating and connecting with mental health treatment providers (hereinafter the "**Services**"), and agrees to provide the Services to City on the terms and conditions set forth in this Agreement; and

WHEREAS, City desires for Care Solace to assist it in connecting its employees and residents with mental health treatment providers.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Scope of Services

1. Care Solace shall provide the Services as follows:

1.1 Care Solace owns and operates a website located at the URL caresolace.org which provides information related to mental health treatment providers (hereinafter the "**Main Site**"). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with City's name (hereinafter the "**Branded Site**"). Care Solace will take all reasonable steps to ensure the Branded Site is live in July 2023. Care Solace will provide access to the Branded Site to users authorized by the City, including City employees and residents (hereinafter the "**Authorized Users**"), on a Software-as-a-Service ("**SaaS**") basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.

1.2 Care Solace shall also facilitate a process called the **"Warm Handoff®,"** whereby a limited subset of City employees or other individuals to whom City has outsourced institutional services (hereinafter **"Independent Contractors"**), provide Care Solace with contact information of a resident in need of mental health treatment providers (hereinafter the "**Treatment Providers**"). Care Solace will then work directly with the resident or the resident's parent or legal guardian to connect the resident to Treatment Providers.

1.3 In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a Care Companion™. The Care Companions are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance. The Care Companions are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Companion to an Authorized User. The Care

Companions are not a crisis response team. The Care Companions are available to work directly with Authorized Users to connect them with Treatment Providers. Care Companions are available 24 hours per day, 7 days per week.

1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace's verification process. The information available on Treatment Providers through the verification process may vary significantly.

1.5 Care Solace will only provide the Services to an Authorized User after first obtaining written consent under HIPAA and agreement to Care Solace's Terms and Conditions. Care Solace reserves the right to deny, and will deny, any Services to City residents and employees who do not provide such consent.

Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider or a provider network, and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

Implementation Process

3. Care Solace will provide an onsite or virtual walk-through of the Services to City representatives designated by City in order to demonstrate the features and functionality of the Services.

4. Care Solace will conduct initial on-boarding training sessions with City staff designated by City in order to explain and demonstrate the Services.

5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of City as requested by City.

6. Care Solace will assist in providing access to the Branded Site on City's website, as requested by City.

7. Upon request by City, Care Solace will provide email/text templates for City to deliver to City residents up to four times per year, to remind them of the Services and provide the URL for the Branded Site.

8. City shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services, and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. City may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 54, *infra*.

Term of Agreement and Fees

9. This Agreement shall be effective as of the date of the last signature below (hereinafter the “Effective Date”).

10. The term of this Agreement (hereinafter the “Initial Term”) will begin on July 1, 2023,and continue through June 30, 2024. This Agreement may be renewed for one-year terms (hereinafter, "Renewal Terms") on July 1 of each year following the Initial Term (hereinafter the "Renewal Date").

11. In exchange for the Services contemplated under this Agreement, City will compensate Care Solace as follows:

11.1. For the Initial Term, July 1, 2023, to June 30, 2024, City will pay $62,250 to Care Solace upon execution of this Agreement (based on a City population of 41,500, not including school district students and parents, to be confirmed by City).

11.2. In the event that City wishes to renew this Agreement for any Renewal Term beyond June 30, 2024, pricing for any Renewal Term will be determined and agreed to by the Parties at or around the time of renewal based on then-current population figures.

12. The fees set forth in Paragraph 11, *supra*, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of a termination without cause by City of this Agreement prior to the end of the Term.

13. To ensure continuity of the Services in the event the Parties execute a new Agreement after the expiration of the Term, Care Solace will continue to provide the Services for a grace period of ninety (90) days after expiration of the Term to allow for negotiation of a subsequent new Agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any new Agreement beginning after this grace period shall be retroactive to the expiration date.

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

Termination of Agreement

15. City may terminate without cause this Agreement at any time after providing Care Solace with sixty (60) days written notice, pursuant to Paragraph 54, *infra*. In the event of termination without cause pursuant to this paragraph, the fees paid by City shall not be subject to a prorated refund.

16. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate this Agreement without cause by providing City with sixty (60) days written notice pursuant to Paragraph 54, *infra*. In the event of termination without cause pursuant to this paragraph, the fees paid by City shall be subject to a prorated refund.

17. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching Party may terminate this Agreement with cause

upon thirty (30) days written notice to the breaching Party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching Party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 54, *infra*.

17.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a "Dispute" subject to the dispute resolution provisions set forth in Paragraphs 42-50, *infra*.

17.2. The written notice to a breaching Party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 17 are conditions precedent to any Party's ability to provide the other Party with notice of a Dispute under Paragraph 43, *infra*.

Data and Information Privacy

18. Care Solace and City each agree to comply with all data privacy laws and requirements, state and federal, to which they are each subject, which may include, without limitation, the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (hereinafter "**COPPA**"), and the provisions of HIPAA set forth in Paragraph 19, *infra*.

19. Care Solace and City each agree that City personnel may have access to Protected Health Information (hereinafter "**PHI**") that is subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (codified at 45 C.F.R. Parts 160, 162, and 164 and related regulations). In the event that: (i) City is considered to be a HIPAA covered entity; (ii) Care Solace is considered to be a HIPAA business associate; and (iii) City personnel are providing PHI to Care Solace, then Care Solace warrants that it will appropriately safeguard PHI (as that term is defined in 45 C.F.R. 160.103), and agrees that to the extent it applies, Care Solace will comply with the provisions of 45 C.F.R. 164 Subpart E regarding use and disclosure of PHI. Care Solace shall execute a Business Associate Agreement if requested by City.

19.1 The Parties agree that to the extent this Agreement is subject to any state or federal law provisions governing health care fraud and abuse, the Parties shall comply with applicable local, state, and federal statutes, rules, and regulations, which may include, but not be limited to, 42 U.S.C. § 1320a-7b(b) (the Anti-Kickback Statute), 42 U.S.C. § 1395nn (the Stark Law), and the California Physician Ownership and Referral Act of 1993, to the extent applicable. This Agreement shall be interpreted and construed at all times in a manner consistent with applicable laws and regulations governing the financial relationships among individuals and entities that provide or arrange for the provision of items or services that are reimbursable by governmental health care programs or other third party payers.

20. The Branded Site will include a privacy policy and terms of use which will comply with applicable law.

21. City expressly understands and agrees that prior to providing the contact or other information to Care Solace of a resident in need of mental health services as part of the Warm Handoff® process, the City employee making the Warm Handoff® must first obtain consent from the resident to provide the resident's contact or other information to Care Solace.

22. City represents and warrants that any Independent Contractor that is provided with access to the Services or is otherwise responsible for transmitting PHI or other private information to Care Solace is subject to the same warranties and requirements as City pursuant to this Agreement.

23. Care Solace reserves the right to internally monitor City's and Authorized Users' usage of the Branded Site and Services.

24. Care Solace will provide access to City to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If City desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, City shall obtain and deliver to Care Solace a duly executed written HIPAA-compliant authorization from the Authorized User, or his or her legal guardian if applicable, in a form that complies with applicable law.

25. Care Solace shall ensure that: (i) all data and information provided by City is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by City are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

Software-as-a-Service Terms

26. Care Solace grants City a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "**Link**") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by City to the Branded Site.

27. Use Restrictions. City covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, City will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

28. Security. City and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by City and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

29.Unauthorized Access. Care Solace will promptly report to City any unauthorized access to data or information provided by City upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace was solely responsible for the breach and to the extent that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by City , Care Solace shall be solely responsible for any and all such notifications at its expense. In the event the City was solely responsible for the breach, the City shall reimburse Care Solace for time and expenses incurred to assist City with any required notifications to affected individuals. In the event that Care Solace and City are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a "Dispute" subject to the dispute resolution provisions set forth in paragraphs 42-50, *infra.*

30. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition, City hereby transfers and assigns to Care Solace any rights City may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by City personnel relating to the Branded Site, the Services, or the Technology.

31. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one Party (hereinafter "**Owner**") may disclose to the other Party (hereinafter "**Recipient**"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement, subject to a valid request under the applicable state's open records act (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, and (iii) City's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "**City Data**"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control

of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information.

32. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, City agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

33. Publicity and Branding. City agrees that Care Solace may (a) publicize City's name, the fact of the Branded Site, and City's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

34.Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for City to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to City of any and all fees paid in advance for those Services not provided by Care Solace. This Paragraph and the defense and indemnity Paragraph 39, *infra*, set forth the entire liability of Care Solace to City for any infringement by the Technology or Services of any intellectual property right of any third party.

Representations and Warranties

35. City represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; and (b) the performance of its obligations as set forth in this Agreement and the use of the Services by City and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by City of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to City in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth

in this Paragraph 36, City will provide written notice of the breach to Care Solace in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

37. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to City's or any Authorized User's computer, network, market, or customer base or commercial advantage.

Insurance and Indemnification

38. Insurance. During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of $2,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

39. Defense and Indemnity. Care Solace or its insurer shall defend and indemnify City and its officers, agents, employees and volunteers (collectively **"City Parties")** against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as **"Claims"),** to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify City Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of City Parties.

39.1. Additional Insured. Care Solace shall cause City to be named as an "Additional Insured" under the liability insurance policy obtained and maintained as set forth in Paragraph 38, *supra*. Naming a City as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38 and 39 and in no circumstances will City be entitled to coverage beyond the contracted for amount of $2,000,000 per occurrence contained in Paragraph 38. Notwithstanding City's coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for City's sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39, *infra*.

40. A City seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 54, *infra*, and shall cooperate with Care Solace or its insurer at Care Solace's or its insurer's sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace's or its insurer's sole cost and expense. The obligations and responsibilities set forth in this Paragraph 39 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.

41. Naming City as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38-40 and in no circumstances will Citybe entitled to coverage beyond the contracted for amount of

$2,000,000 per occurrence contained in Paragraph 38.

Dispute Resolution

42. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a "**Dispute**"), shall be determined by binding arbitration as set forth in this section, consisting of Paragraphs 42-50 herein (hereinafter the "**Arbitration Agreement**").

43. An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty day cure period described in Paragraph 17, *supra*. Notice shall be provided in accordance with the requirements of Paragraph 54, *infra*. The date that notice is received by the opposing Party shall hereinafter be referred to as the "**Notification Date**."

44. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration pursuant to this Arbitration Agreement. Mediation must occur within 120 days of the Notification Date. The 120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:

44.1 Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter "Mediation Service").

44.2 The Parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service's panel of neutrals and in scheduling mediation proceedings. In the event that the Parties are unable to agree upon the selection of a mediator, the Parties shall request that the Mediation Service assign a mediator from its panel of neutrals with experience as a state or federal court judge.

44.3 The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.

45. If the Parties are unable to resolve the Dispute through mediation, the Parties shall submit the Dispute to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq*. (hereinafter the "**FAA**"). Notwithstanding any other provisions of this Agreement regarding applicable law, the Parties agree that the substantive and procedural provisions of the FAA will apply to this Arbitration Agreement, to the exclusion of any state-specific substantive and procedural law regarding arbitration.

46. Arbitration shall be initiated by the aggrieved Party within thirty (30) days of the conclusion of mediation. In no event shall arbitration be demanded after the date the Claim would be barred by the applicable statute of limitations. Arbitration shall be conducted in accordance with the following terms:

46.1. Arbitration shall be conducted by a single neutral arbitrator from the National Roster of Arbitrators and administered according to the American Arbitration Association's ("**AAA's**") Commercial Arbitration Rules and

Mediation Procedures then in effect, except as modified by this Agreement or as otherwise agreed to in writing by the Parties. A copy of the AAA's current Commercial Arbitration Rules and Mediation Procedures may be viewed here by clicking on this link: https://home.caresolace.com/contracts/AAA- Commercial-Arbitration-Rules-and-Mediation-Procedures-020121.pdf

46.2. In rendering the award, the arbitrator will determine the rights and obligations of the parties in accordance with the substantive law of the State of California, subject to the limitations on damages set forth in Paragraphs 47-50, *infra*.

46.3. The arbitrator shall award the prevailing Party the costs of mediation and arbitration.

46.4. This Arbitration Agreement is intended to be binding on and to inure to the benefit of the Parties, their principals, successors, assigns, affiliates, partners, employees, parent or subsidiary entities, and to any other persons or entities whose claims or defenses may arise out of or relate to this agreement, including third party beneficiaries.

46.5. In the event a Dispute involves a third-party beneficiary of this Agreement, the third-party beneficiary shall be excused from compliance with the notice and opportunity to cure requirements of Paragraphs 17 and 43, *supra* and shall also be excused from the mediation required under Paragraph 44, *supra*. The costs of any arbitration involving a Party and a third-party beneficiary of this Agreement shall be borne solely by the Party involved in the Dispute, unless such Dispute involves both Parties, in which case the Parties shall share equally in the costs of arbitration. In no event shall a third-party beneficiary be responsible for the costs of arbitration pursuant to this Arbitration Agreement.

46.6. Any arbitration award shall be binding on the Parties and on any third-party beneficiaries. This binding Arbitration will not be subject to appeal.

Limitation on Damages

47. As a result of any Dispute, no Party shall be liable to the other Party or to any third- party beneficiary for any indirect, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

48. As a result of any Dispute, in no event shall any Party be liable to the other Party or to any third-party beneficiary for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.

49. In the event that Care Solace is found liable to City or any third-party beneficiary as the result of a Dispute, or in the event that City is found liable to any third-party beneficiary, liability shall not exceed the total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other Party, including City.

50. The prevailing Party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action.

Miscellaneous Terms

51. Performance. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

52. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of California. The sole exception to this Paragraph is that the Arbitration Agreement set forth in Paragraphs 42-50, *supra*, shall be governed by the procedural and substantive provisions of the FAA.

53. Venue for Arbitration. Arbitration conducted as set forth in Paragraphs 42-50, *supra*, shall take place in Los Angeles County, CA.

54. Notices. All notices, requests, demands or other communications required by this Agreement between Care Solace and City shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640
Attention: Arlene Salazar
Acting City Manager
Email: asalazar@montebelloca.gov

If to Care Solace:
Care Solace, Inc.
1624 Market St., Ste 226
PMB 94660
Denver, CO 80202-1559
Attention: Peter C. Biberstein
Email: peter.biberstein@caresolace.org

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

55. Third-Party Beneficiaries. The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries and that the Parties mutual intent to confer a benefit upon Authorized Users as third-party beneficiaries of this Agreement is a material part of the Agreement's purpose. The Parties expressly agree that it is

their intention by this Agreement that all Claims, as that term is defined in Paragraph 39, supra, brought by third-party beneficiaries including, but not limited to Authorized Users, shall be subject to the Arbitration Agreement set forth in Paragraphs 42-50, *supra*.

56. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

57. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (v) the payment of any money due to Care Solace.

58. Force Majeure. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Paragraph 58 become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process outlined in the Arbitration Agreement, Paragraphs 42-50, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraphs 17 and 43, supra. Any written notice under this Paragraph 58 must comply with the written notice requirements of Paragraph 54, *supra*.

59. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 54, *supra*.

60. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of City.

61. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

62. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

63. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

64. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

65. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Care Solace, Inc. ("Care Solace")

Printed Full Name: Peter Biberstein
Title: General Counsel & VP of Business Affairs; Admitted in CO, DC, MD & VA

Signature: _____

City of Montebello "City"

Printed Full Name: Arlene Salazar

Title: Acting City Manager

Signature: _____

Accounts Payable Information:

Dept Name: Finance

Accounts Payable contact:

Name: Accounts Payable

Email: ap@montebelloca.gov

Phone: 323-887-1422

ITEM # 25

PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-59 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JUNE 28, 2023

RESOLUTION NO. 23-59
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.1554, consisting of 10 pages, and including:

Warrant No.

General: Check No. 600122 through 600298
ACH No. 4317 through 4412

Successor Agency: Check No. 1504 through 1504

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 28th day of June 2023.

_____
David N. Torres, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-59 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 28th 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. 1554

From Payment Date 6/2/23 - To Payment Date 06/15/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
4317	06/08/2023	$304,790.05	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4318	06/08/2023	$234,768.17	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4319	06/08/2023	$313,290.74	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4320	06/08/2023	$296,808.26	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4321	06/08/2023	$274,922.87	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4322	06/08/2023	$39,554.99	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4323	06/08/2023	$166,908.88	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4324	06/08/2023	$61,297.65	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4325	06/08/2023	$59,850.24	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4326	06/08/2023	$4,064.18	SUPPLIES	3163	BANK OF AMERICA
4327	06/08/2023	$360.00	TRAINING	3163	BANK OF AMERICA
4328	06/08/2023	$771.06	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4329	06/08/2023	$3,161.61	SUPPLIES	3163	BANK OF AMERICA
4330	06/08/2023	$674.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4331	06/08/2023	$189,372.14	INTEREST EXPENSE	17870	THE BANK OF NEW YORK MELLON
4332	06/08/2023	$7,894,732.10	INTEREST EXPENSE	17870	THE BANK OF NEW YORK MELLON
4333	06/08/2023	$1,370,568.76	CONTRA LIABILITY	17870	THE BANK OF NEW YORK MELLON
4334	06/08/2023	$350,948.16	VEHICLE PURCHASES	1700	72 HOUR LLC
4335	06/08/2023	$4,500.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
4336	06/08/2023	$12,110.74	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
4337	06/08/2023	$3,945.33	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
4338	06/08/2023	$22,810.30	PREPAID EXPENSES	3016	ANTARES GOLF LLC
4339	06/08/2023	$3,169.48	CONTRACT SERVICES	3588	ANTHONYS PORTABLE RESTROOMS INC
4340	06/08/2023	$360,937.60	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
4341	06/08/2023	$12,623.69	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
4342	06/08/2023	$381.13	CONTRACT SERVICES	2102	JOHN P BEROKOFF
4343	06/08/2023	$3,575.16	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
4344	06/08/2023	$1,233.45	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
4345	06/08/2023	$1,000.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC

City of Montebello
Register of Demands No. 1554
From Payment Date 6/2/23 - To Payment Date 06/15/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4346	06/08/2023	$450.49	SUPPLIES	70920	DECALS BY DESIGN INC
4347	06/08/2023	$34.00	CONTRACT SERVICES	23660	DAIOHS USA
4348	06/08/2023	$4,384.62	CONTRACT SERVICES	371	FLO-SERVICES INC
4349	06/08/2023	$8,059.10	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC
4350	06/08/2023	$6,587.68	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
4351	06/08/2023	$5,559.22	SUPPLIES	26670	LIFE-ASSIST INC
4352	06/08/2023	$1,260.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
4353	06/08/2023	$118.27	TRAVEL & MEETINGS	3658	MONICA MERCADO-RODRIGUEZ
4354	06/08/2023	$227.34	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
4355	06/08/2023	$128.30	TRAVEL & MEETINGS	3291	JOSEPH PALOMBI
4356	06/08/2023	$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
4357	06/08/2023	$900.00	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
4358	06/08/2023	$28,077.72	FUEL INVENTORY	1059	AMBER RESOURCES LLC
4359	06/08/2023	$30,000.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
4360	06/08/2023	$269.93	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
4361	06/08/2023	$7,000.00	CONTRACT SERVICES	3433	VECTIS DC LLC
4362	06/15/2023	$4,794.69	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4363	06/15/2023	$2,100.80	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4364	06/15/2023	$1,274.62	SUPPLIES	3163	BANK OF AMERICA
4365	06/15/2023	$763.99	SUPPLIES	3163	BANK OF AMERICA
4366	06/15/2023	$9,808.27	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4367	06/15/2023	$3,844.76	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
4368	06/15/2023	$18.72	SUPPLIES	3163	BANK OF AMERICA
4369	06/15/2023	$2,893.06	SUPPLIES	3163	BANK OF AMERICA
4370	06/15/2023	$499.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4371	06/15/2023	$14.32	SUPPLIES	3163	BANK OF AMERICA
4372	06/15/2023	$1,508.65	SUPPLIES	3163	BANK OF AMERICA
4373	06/15/2023	$1,847.52	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
4374	06/15/2023	$129.80	SUPPLIES	3163	BANK OF AMERICA
4375	06/15/2023	$175.26	SUPPLIES	3163	BANK OF AMERICA

City of Montebello
Register of Demands No. 1554
From Payment Date 6/2/23 - To Payment Date 06/15/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4376	06/15/2023	$154.88	SUPPLIES	3163	BANK OF AMERICA
4377	06/15/2023	$289.83	SUPPLIES	3163	BANK OF AMERICA
4378	06/15/2023	$542,516.00	NOTES PAYABLE	3636	SIGNATURE PUBLIC FUNDING CORP
4379	06/15/2023	$1,250.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
4380	06/15/2023	$4,433.98	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
4381	06/15/2023	$3,205.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
4382	06/15/2023	$112,476.57	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
4383	06/15/2023	$65,440.70	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
4384	06/15/2023	$242.30	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
4385	06/15/2023	$1,571,103.35	CONTRACT SERVICES	3944	AMERICAN LANDSCAPE, INC.
4386	06/15/2023	$910.99	SUPPLIES	62880	AMERICAN MARKER
4387	06/15/2023	$2,256.76	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
4388	06/15/2023	$5,772.83	CONTRACT SERVICES	2624	CRAFCO INC
4389	06/15/2023	$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
4390	06/15/2023	$34.00	CONTRACT SERVICES	23660	DAIOHS USA
4391	06/15/2023	$21,778.46	CONTRACT SERVICES	371	FLO-SERVICES INC
4392	06/15/2023	$1,600.00	DUES & SUBSCRIPTIONS	405	GREGORY C REUEL
4393	06/15/2023	$241.63	TRAINING	2533	LAURENCE GONG
4394	06/15/2023	$28,702.86	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
4395	06/15/2023	$23,141.30	CONTRACT SERVICES	2793	IBE DIGITAL
4396	06/15/2023	$7,269.86	CONTRACT SERVICES	16520	IDR ENVIRONMENTAL SERVICES INC
4397	06/15/2023	$17,439.55	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
4398	06/15/2023	$1,749.45	SUPPLIES	1612	JCL TRAFFIC SERVICES
4399	06/15/2023	$3,260.22	SUPPLIES	26670	LIFE-ASSIST INC
4400	06/15/2023	$521.40	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
4401	06/15/2023	$5,626.74	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
4402	06/15/2023	$22,330.52	BUILDING IMPROVEMENTS	3365	MOHAWK FACTORING LLC
4403	06/15/2023	$128,328.41	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
4404	06/15/2023	$295.91	SUPPLIES	1120	BLUETRITON BRANDS INC
4405	06/15/2023	$3,997.03	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP

City of Montebello
Register of Demands No. 1554
From Payment Date 6/2/23 - To Payment Date 06/15/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4406	06/15/2023	$2,490.20	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
4407	06/15/2023	$941.31	CONTRACT SERVICES	3176	PHILLIP SISNEROS
4408	06/15/2023	$268.44	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
4409	06/15/2023	$100.00	TRAVEL & MEETINGS	3247	WENDY TAING
4410	06/15/2023	$1,265.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
4411	06/15/2023	$126.10	CONTRACT SERVICES	3140	WEX HEALTH INC
4412	06/15/2023	$595.35	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
	ACH TOTAL	**$14,724,350.90**			
600122	06/06/2023	$1,370.00	MAIL/ POSTAL EXPENSE	910	UNITED STATES POSTAL SERVICES
600123	06/08/2023	$543.75	CONTRACT SERVICES	3577	ACTION DOOR REPAIR CORPORATION
600124	06/08/2023	$2,910.59	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
600125	06/08/2023	$15,599.14	MACHINERY & EQUIPMENTS	3041	ADVEXURE LLC
600126	06/08/2023	$150.00	CONTRACT SERVICES	4099	LUIS ANGEL AGUIRRE
600127	06/08/2023	$4,880.00	MACHINERY & EQUIPMENTS	3189	AIRDATA UAV INC
600128	06/08/2023	$1,756.69	SUPPLIES	1870	ALEX & E PARTY RENTALS
600129	06/08/2023	$1,782.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
600130	06/08/2023	$34,108.24	VEHICLE PURCHASES	3119	AMERICAN BIKE PATROL SERVICES INC
600131	06/08/2023	$4,250.00	CONTRACT SERVICES	17010	ARROYO BACKGROUND INVESTIGATIONS LLC
600132	06/08/2023	$2,315.00	CONTRACT SERVICES	3488	ASPIRE RX INC
600133	06/08/2023	$392.29	UTILITY SERVICES	39550	AT&T
600134	06/08/2023	$29,135.08	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
600135	06/08/2023	$1,200.00	SUPPLIES	3649	BBI BEAU BUREAUX INTERIORS
600136	06/08/2023	$150.00	GENERAL GOVERNMENT	3548	SERGIO BERNAL
600137	06/08/2023	$100.00	CONTRACT SERVICES	3561	CALI TRANSLATIONS LLC
600138	06/08/2023	$225.00	CONTRACT SERVICES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
600139	06/08/2023	$83.99	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
600140	06/08/2023	$568.28	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
600141	06/08/2023	$193.53	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
600142	06/08/2023	$10,027.48	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY

City of Montebello
Register of Demands No. 1554
From Payment Date 6/2/23 - To Payment Date 06/15/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
600143	06/08/2023	$2,400.00	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
600144	06/08/2023	$2,400.00	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
600145	06/08/2023	$5,073.50	CONTRACT SERVICES	3945	COMMERCIAL GATE CO. INC.
600146	06/08/2023	$28,980.00	CONTRACT SERVICES	3273	COUSYN GRADING & DEMOLITION INC
600147	06/08/2023	$213.54	VEHICLE MAINTENANCE/EXPENSES	1461	CREATIVE BUS SALES INC
600148	06/08/2023	$1,315.85	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
600149	06/08/2023	$672.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
600150	06/08/2023	$672.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
600151	06/08/2023	$672.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
600152	06/08/2023	$141.40	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
600153	06/08/2023	$90.00	CONTRACT SERVICES	4101	ROBERT ESTRADA
600154	06/08/2023	$186.30	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
600155	06/08/2023	$7,500.00	PREPAID EXPENSES	3148	FIFTH ASSET INC
600156	06/08/2023	$1,108.94	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
600157	06/08/2023	$657.00	SUPPLIES	55650	GALLS LLC
600158	06/08/2023	$33.40	TRAVEL & MEETINGS	4067	JOSE GARDEA
600159	06/08/2023	$250.00	GENERAL GOVERNMENT	4106	REGINA GONZALEZ
600160	06/08/2023	$9,915.15	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
600161	06/08/2023	$125.00	PARKS AND RECREATION	4108	DIANA GUDINO
600162	06/08/2023	$4,889.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
600163	06/08/2023	$26,699.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
600164	06/08/2023	$499.38	SUPPLIES	1578	UNIFORM HEADQUARTERS
600165	06/08/2023	$1,965.56	CONTRACT SERVICES	8130	RICHARD D JONES A PROFESSIONAL LAW CORP
600166	06/08/2023	$196,044.66	ELECTION EXPENSE	58760	COUNTY OF LOS ANGELES
600167	06/08/2023	$250.00	GENERAL GOVERNMENT	1229	JESSICA MARTINEZ
600168	06/08/2023	$673.03	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
600169	06/08/2023	$372.00	GOLF	4102	RAFAEL S. MELENDREZ
600170	06/08/2023	$14,532.67	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
600171	06/08/2023	$1,510.00	DUES & SUBSCRIPTIONS	2355	MONTEBELLO ROTARY CLUB
600172	06/08/2023	$1,310.67	CONTRACT SERVICES	34750	MBN SERVICES INC

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
600173	06/08/2023	$270.00	MACHINERY & EQUIPMENTS	47860	NATIONAL EMBLEM INC
600174	06/08/2023	$3,489.41	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC
600175	06/08/2023	$2,747.14	SUPPLIES	15620	OFFICE DEPOT INC
600176	06/08/2023	$85,296.23	CONTRACT SERVICES	3952	ORANGE COAST PETROLEUM EQUIPMENT, INC.
600177	06/08/2023	$80.00	GENERAL GOVERNMENT	4104	AYAN PANTRANABIS
600178	06/08/2023	$355.00	PARKS AND RECREATION	4105	JACQUELINE PEREZ
600179	06/08/2023	$48.97	UTILITY SERVICES	100	PICO WATER DISTRICT
600180	06/08/2023	$2,346.44	CONTRACT SERVICES	59760	POWER PLUS INTERNATIONAL INC
600181	06/08/2023	$123.12	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
600182	06/08/2023	$400.00	CONTRACT SERVICES	3687	JESSE PUEBLA
600183	06/08/2023	$1,672.91	SUPPLIES	4033	QUESTAR SOLUTIONS, LLC
600184	06/08/2023	$45.00	CONTRACT SERVICES	4098	JUAN PABLO RAMIREZ JR
600185	06/08/2023	$543.92	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
600186	06/08/2023	$800.00	TRAVEL & MEETINGS	1415	SAN GABRIEL VALLEY ECONOMIC PARTNERSHIP
600187	06/08/2023	$6,676.95	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
600188	06/08/2023	$250.00	GENERAL GOVERNMENT	4107	MARITZA O SANDOVAL
600189	06/08/2023	$49.91	TRAVEL & MEETINGS	4109	ISELA SIORDIA
600190	06/08/2023	$153.23	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
600191	06/08/2023	$147,654.18	NOTE PRINCIPAL	45630	SOUTHERN CALIFORNIA EDISON
600192	06/08/2023	$34,146.48	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
600193	06/08/2023	$1,445.69	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
600194	06/08/2023	$1,404.75	CONTRACT SERVICES	3397	STERICYCLE INC
600195	06/08/2023	$36,439.00	CONTRACT SERVICES	6020	STRADLING YOCCA CARLSON & RAUTH
600196	06/08/2023	$102.00	DUES & SUBSCRIPTIONS	526	T-MOBILE USA INC
600197	06/08/2023	$3,420.76	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
600198	06/08/2023	$1,670.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
600199	06/08/2023	$9,263.70	SALES TAX LIABILITY	69680	TRIANGLE SPORTS INC
600200	06/08/2023	$925.73	SUPPLIES	131	UNITED SITE SERVICES INC
600201	06/08/2023	$31,727.73	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
600202	06/08/2023	$3,292.90	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
600203	06/08/2023	$6,638.38	UTILITY SERVICES	23610	VERIZON WIRELESS
600204	06/08/2023	$540.80	SUPPLIES	9470	W W GRAINGER INC
600205	06/08/2023	$840.00	CONTRACT SERVICES	22290	WESTERN ALLIED CORPORATION
600206	06/08/2023	$1,800.00	CONTRACT SERVICES	2053	WIRELESS TELEMATICS LLC
600207	06/08/2023	$40.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
600208	06/08/2023	$36,000.00	CONTRACT SERVICES	2816	ZENCITY TECHNOLOGIES US INC
600209	06/08/2023	$105,963.59	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
600210	06/15/2023	$200.89	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
600211	06/15/2023	$59.03	UTILITY SERVICES	1732	AT&T CORP
600212	06/15/2023	$9,240.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
600213	06/15/2023	$250.00	GENERAL GOVERNMENT	4124	JOSE ANTONIO ALTAMI
600214	06/15/2023	$2,439.54	UTILITY SERVICES	39550	AT&T
600215	06/15/2023	$4,595.38	UTILITY SERVICES	39550	AT&T
600216	06/15/2023	$37.69	UTILITY SERVICES	39550	AT&T
600217	06/15/2023	$395.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
600218	06/15/2023	$193,426.55	CONTRACT SERVICES	2589	AXON ENTERPRISE INC
600219	06/15/2023	$60.00	PARKS AND RECREATION	4127	MARIO BASULTO
600220	06/15/2023	$147.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
600221	06/15/2023	$100.00	TRAVEL & MEETINGS	4118	LAMICIA BUTLER
600222	06/15/2023	$264.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
600223	06/15/2023	$1,702.00	PREPAID EXPENSES	3900	CALIFORNIA POLICE CHIEFS ASSOCIATION
600224	06/15/2023	$672.00	PREPAID EXPENSES	33910	CALIFORNIA RESERVE PEACE OFFICER ASSOCIATION
600225	06/15/2023	$202.92	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
600226	06/15/2023	$824.60	CONTRACT SERVICES	40850	MARIA E CASAS
600227	06/15/2023	$1,066.53	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
600228	06/15/2023	$9,907.85	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
600229	06/15/2023	$772.82	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
600230	06/15/2023	$1,552.02	RETIREMENT	3128	CITY OF BELL GARDENS
600231	06/15/2023	$9,832.23	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
600232	06/15/2023	$519.92	GENERAL GOVERNMENT	24300	CHRISTINA CORTEZ

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
600233	06/15/2023	$230.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
600234	06/15/2023	$5,350.53	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
600235	06/15/2023	$1,824.16	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
600236	06/15/2023	$80.00	PARKS AND RECREATION	4112	ELIZABETH ESCOTO
600237	06/15/2023	$642.24	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
600238	06/15/2023	$36.68	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
600239	06/15/2023	$888.00	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
600240	06/15/2023	$275.00	PARKS AND RECREATION	4113	NATALIE FRIAS
600241	06/15/2023	$100.00	TRAVEL & MEETINGS	4119	ELIZABETH GARCIA
600242	06/15/2023	$419.94	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
600243	06/15/2023	$100.00	PARKS AND RECREATION	4117	ROSA GOMEZ
600244	06/15/2023	$314.21	TRAINING	2728	H & V CUSTOM OFFICE CUBICLES CORP
600245	06/15/2023	$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
600246	06/15/2023	$9,420.52	SUPPLIES	4090	JONES & BARTLETT LEARNING LLC
600247	06/15/2023	$100.00	TRAVEL & MEETINGS	3122	ADRIANNA KENDRICKS
600248	06/15/2023	$80.00	PARKS AND RECREATION	4114	SAHEB RAZA KHAN
600249	06/15/2023	$80.00	PARKS AND RECREATION	4115	KAUSHAL KHATIWALA
600250	06/15/2023	$2,518.00	MACHINERY & EQUIPMENTS	4103	LEWIS INDUSTRIES DBA: MCLANE MANUFACTURING
600251	06/15/2023	$75.00	ADVERTISING/PRINTING SERVICES	58760	COUNTY OF LOS ANGELES
600252	06/15/2023	$3,463.38	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
600253	06/15/2023	$110.24	SUPPLIES	737	LUIS MARTINEZ
600254	06/15/2023	$1,368.64	SUPPLIES	4121	MILSPEC INDUSTRIES
600255	06/15/2023	$22,080.00	PREPAID EXPENSES	1690	MONTEBELLO FIRE FIGHTERS ASSOCIATION
600256	06/15/2023	$100.00	TRAVEL & MEETINGS	60300	NICOLE MOOSHAGIAN
600257	06/15/2023	$2,851.87	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
600258	06/15/2023	$522.35	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
600259	06/15/2023	$250.00	GENERAL GOVERNMENT	4122	MARIA NAVARRO
600260	06/15/2023	$27,153.54	IMPROVEMENTS OTHER THAN BUILDING	3399	NCM ENGINEERING CORP
600261	06/15/2023	$17,658.45	PREPAID EXPENSES	25080	GOVERNMENTJOBS COM INC
600262	06/15/2023	$883.50	CONTRACT SERVICES	41180	MANUEL NUNEZ

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600263	06/15/2023	$485.26	SUPPLIES	15620	OFFICE DEPOT INC
600264	06/15/2023	$1,800.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
600265	06/15/2023	$415.50	RETIREMENT	42490	LINDA PAYAN
600266	06/15/2023	$6,003.21	UNIFORM EXPENSE	161	PREMIERE CUSTOM SILKSCREENING
600267	06/15/2023	$426.92	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
600268	06/15/2023	$1,347.00	GENERAL GOVERNMENT	4126	LEVALASI JOYCE QUIROGA
600269	06/15/2023	$250.00	GENERAL GOVERNMENT	4125	MARLENE RAMIREZ
600270	06/15/2023	$125.00	PARKS AND RECREATION	4123	STEPHANIE RENTERIA
600271	06/15/2023	$100.00	TRAVEL & MEETINGS	4120	KORINA RODRIGUEZ
600272	06/15/2023	$34,217.42	PREPAID EXPENSES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
600273	06/15/2023	$678.29	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
600274	06/15/2023	$500.00	GENERAL GOVERNMENT	4116	MANUEL SANCHEZ
600275	06/15/2023	$2,390.00	CONTRACT SERVICES	3201	SIMPLY BACKFLOW INC
600276	06/15/2023	$1,212.11	ADMINISTRATIVE COSTS	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
600277	06/15/2023	$239.65	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
600278	06/15/2023	$1,214.64	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
600279	06/15/2023	$151.85	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
600280	06/15/2023	$153.23	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
600281	06/15/2023	$5,309.71	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
600282	06/15/2023	$15,183.98	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
600283	06/15/2023	$15,361.94	MACHINERY & EQUIPMENTS	4053	STEAMX, LLC
600284	06/15/2023	$390.73	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
600285	06/15/2023	$284.48	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
600286	06/15/2023	$103,248.27	MACHINERY & EQUIPMENTS	3440	TOTAL ONLINE PROTECTION
600287	06/15/2023	$2,511.10	UTILITY SERVICES	72570	US TELEPACIFIC CORP
600288	06/15/2023	$138,389.67	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
600289	06/15/2023	$876.00	SUPPLIES	69680	TRIANGLE SPORTS INC
600290	06/15/2023	$535.60	RETIREMENT	27300	ROBERT C TUFANO
600291	06/15/2023	$5,986.67	CONTRACT SERVICES	2699	KIM TURNER,LLC
600292	06/15/2023	$9,421.76	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP

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600293	06/15/2023	$695.27	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
600294	06/15/2023	$5,670.75	RETIREMENT	58990	VISION SERVICE PLAN
600295	06/15/2023	$262.40	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
600296	06/15/2023	$4,353.92	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
600297	06/15/2023	$11,300.00	CONTRACT SERVICES	2857	WOLVERINE FENCE COMPANY INC
600298	06/15/2023	$55.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
	CHECK TOTAL	**$1,660,998.00**			
Successor Agency (SA)					
1504	06/15/2023	$2,255.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
	SA TOTAL	**$2,255.00**			
	GRAND TOTAL	**$16,387,603.90**			

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 - July

26-Jul

Item #	Description	Session	Department	Presenter
	Citizen of the Month	Presentation	Public Affairs	Michael C.
	Parks and Recreation Month	Presentation	Public Affairs	Michael C.
	Juvenile Arthritis Awareness	Presentation	Public Affairs	Michael C.
	Adopt Resolution No. 23-XX, Public Hearing Confirming the FY 2023-2024 Engineer's Report for the Annual Natasha Lane Landscape Assessment District No. 2005-1 and Levying such Assessments	Public Hearing	Public Works	James E.
	Adopt Resolution No. 23-XX, Public Hearing Confirming the FY 2023-2024 Engineer's Report for the Annual Natasha Lane Sewer and Storm Drain Water Pump Station Assessment District No. 2005-2 and Levying such Assessments	Public Hearing	Public Works	James E.
	Zone Change from C-R to C-R-HOO and Develpment Agreement/Density Bonus Agreement between the City of Montebello and San Giorgio LLC to allow the Construction of 16 Dwelling Units for the Property Located at 608, 612, and 616 Hart Place	Public Hearing	Planning	Joe P.
	MOU with SMART TD	Regular Business	HR	Nick R.
	Tire Pros Reconciliation	Consent	Admin/Finance	Arlene/Michael
	Campus Host Reconciliation	Consent	Admin/Finance	Arlene/Michael
	Award of Clubhouse - Golfcourse	Consent	Public Works	James E.
	Sewer System Management Plan	Consent	Public Works	James Enriquez
	School Resource Officer	Consent	Police	Chief Espinosa
	Acquisition and Lease Financing of Two Fire Engines Pumpers Rescue Equipment	Consent	Fire	Chief Pelaez/Angélica Palmeros
	Staffing Model	Consent	Fire	Chief Pelaez/Angélica Palmeros
	Issue an RFP for PD Security Cameras	Consent	Police	Chief Espinosa
	Minutes	Consent.	Admin	ACM Salazar
	Reso No. ___ Warrant Register	Consent.	Finance	Michael S.