



City Council Agenda

Closed Session - 6:15 p.m.

General Session - 7:00 p.m.

Tuesday, April 2, 2024, 7:00 PM

COUNCIL CHAMBERS

1 Civic Center Circle

Brea, California 92821

**** Revised ****

Christine Marick, Mayor

Blair Stewart, Mayor Pro Tem

Cecilia Hupp, Council Member

Marty Simonoff, Council Member

Steven Vargas, Council Member

This agenda contains a brief general description of each item Council will consider. The City Clerk has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the City Clerk's Office at (714) 990-7756 or view the Agenda and related materials on the City's website at www.cityofbrea.net. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

Procedures for Addressing the Council

The Council encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Mayor calls the item or address other items under Matters from the Audience. State law generally prohibits the City Council from responding to or acting upon matters not listed on this agenda.

The Council encourages free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. Council rules prohibit clapping, booing or shouts of approval or disagreement from the audience. Please silence all cell phones and other electronic equipment while the Council is in session. Thank you.

Written comments may be submitted in advance of the meeting by emailing cityclerksgroup@cityofbrea.net. Written comments received by 3 p.m. on the day of the meeting will be provided to the Council, will be made available to the public at the meeting, and will be included in the official record of the meeting.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

Important Notice

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1: CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:15 P.M.

1A. CALL TO ORDER/ROLL CALL

1B. PUBLIC COMMENT

1C. Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea Fire Association (BFA) - Bill Gallardo, Negotiator

1D. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8. Property: Railroad Corridor Between Palm Street and Berry Channel City of Brea Negotiator: Public Works Director Michael Ho Negotiating Party: Union Pacific Railroad Company Under Negotiation: Price and Terms of Payment

2: GENERAL SESSION - COUNCIL CHAMBERS PLAZA LEVEL - 7:00 P.M.

2A. Call to Order/Roll Call

2B. Pledge of Allegiance: Boy Scout Troop 707

2C. Invocation: Pastor David Tebay, Calvary Community Church

2D. Presentation: Business of the Quarter

2E. Community Announcements

2F. Matters from the Audience

2G. Response to Public Inquiries

3: CONSENT CALENDAR

The City Council/Successor Agency approves all Consent Calendar matters with one motion unless Council/Agency or Staff requests further discussion of a particular item. Items of concern regarding Consent Calendar matters should be presented during "Matters from the Audience."

3A. March 19, 2024 City Council Regular Meeting Minutes

— 1. Approve

3B. Second Reading and Adoption of Ordinance No. 1249 entitled, "An Ordinance of the City Council of the City of Brea Establishing Sewer Impact Fees for Certain New Developments within the City of Brea, and Approving a CEQA Exemption Determination"

— 1. Adopt Ordinance No. 1249 entitled, "An Ordinance of the City Council of the City of Brea Establishing Sewer Impact Fees for Certain New Developments within the City of Brea, and Approving a CEQA Exemption Determination". There is no impact to the General Fund.

3C. Approve Agreement and Authorize City Manager to Execute Agreement with UniFirst Corporation to Provide Public Works Uniforms and Related Services.

— 1. Approve Agreement and Authorize City Manager to Execute Agreement with UniFirst Corporation to Provide Public Works Uniforms and Related Services. Funding sources include General Fund (110), Parks and Trails (360), Water (420), Sewer (430), Sanitation (440).

3D. Resolutions Approving Executive Compensation Plan Amendments to Comply with CalPERS Reporting Requirements

— 1. Adopt Resolution No. 2024-018 and 2024-019 approving Amendment No. 23 and Amendment No. 24 to Executive Compensation Plan Resolution No. 92.124 approving changes to Executive Compensation Plan to Comply with CalPERS Reportable Compensation Requirements. The net financial impact to the General Fund is minimal and at this point there is no fiscal impact to the adopted budget for FY 2023-24 due to built in budget projections for salary and benefits.

3E. Award Annual Pavement Striping Maintenance Contract to Orange County Striping Services, Inc,

— 1. Award Annual Pavement Striping Maintenance Contract to Orange County Striping Services, Inc., and authorize the City Manager to execute the Agreement. Public Works Street Division, will budget \$60,000 per year in the General Fund Professional Services account 110-51-5121-4249 for this work. No additional appropriation is needed.

3F. Resolution Updating Authorizing Bank Signers and Certain Payment Processes

- 1. Adopt Resolution No. 2024-020 updating the designated Banking Administrator for the City Operating and Successor Agency bank accounts, authorizing additional bank signer and updating certain payment processes. There is no fiscal impact. to the General Fund.

3G. Accept a \$132,861 California Department of Resources Recycling and Recovery (CalRecycle) Senate Bill 1383 Local Assistance Grant

- 1. Accept a California Department of Resources Recycling and Recovery (CalRecycle) Senate Bill 1383 Local Assistance Grant, in the amount of \$132,861, for the two-year grant period beginning April 1, 2024 and ending April 1, 2026. There is no fiscal impact to the General Fund.

3H. Outgoing Payment Log and March 15 and 22, 2024 City Disbursement Registers

- 1. Receive and File.

4: ADMINISTRATIVE ANNOUNCEMENTS

4A. City Manager

4B. City Attorney

4C. Council Requests

5: COUNCIL ANNOUNCEMENTS

5A. Council Announcements

6: ADJOURNMENT

6A. Meeting Adjournment

Date Posted: March 28, 2024



City of Brea

City Council Regular Meeting Communication

March 19, 2024 City Council Regular Meeting Minutes

Meeting	Agenda Group
Tuesday, April 2, 2024, 7:00 PM	CONSENT CALENDAR Item: 3A
FROM	
Bill Gallardo, City Manager	

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Victoria Popescu, Deputy City Clerk/Records Supervisor

Concurrence: Lillian Harris-Neal, City Clerk

Attachments

03-19-2024 Draft Minutes.pdf

**** The following document is a draft of the minutes and the not the official approved minutes ****

Minutes for the City Council Regular Meeting

1 Civic Center Circle, Brea, California 92821

March 19, 2024

Roll Call: *(The following members were in attendance)*

- **Christine Marick**, Mayor
- **Blair Stewart**, Mayor Pro Tem
- **Cecilia Hupp**, Council Member
- **Marty Simonoff**, Council Member
- **Steve Vargas**, Council Member

1. CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:00 P.M.

1A. Call to Order/Roll Call

Mayor Marick called the Closed Session to order at 6:00 p.m., all members were present, with Council Member Vargas participating via Zoom teleconference.

1B. Public Comment-

None.

1C. Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea Fire Association (BFA) - Bill Gallardo, Negotiator-

Mayor Marick adjourned the Closed Session at 6:27 p.m.

2. STUDY SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:30 P.M.

2A. Call to Order/Roll Call-

Mayor Marick called the Study Session to order at 6:31 p.m., all members were present with Council Member Vargas joining the meeting via Zoom teleconference at 6:35 p.m.

2B. Public Comment-

None.

2C. Clarify Regular Meeting Topics -

Council Member Vargas requested that item 5B, Second Reading and Adoption of Ordinance No. 1247, An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning

Ordinance Text Amendment (ZOTA) No. 2023-04 and approving a CEQA Exemption Determination, be continued to a future meeting.

It was the consensus of the Council to not continue the item.

2D. Unscheduled Vacancy Appointment to the Cultural Arts Commission -

Council Member Simonoff stated that he and Mayor Marick served on the Interview Committee and interviewed candidates to fill the unscheduled vacancy on the Cultural Arts Commission.

Council Member Simonoff nominated Erika Bernal to the Cultural Arts Commission to serve the remainder of a term ending December 31, 2024.

The City Council voted 4-0-1(Aye: Marick, Stewart, Simonoff, Hupp; Absent: Vargas) with Council Member Vargas absent, to confirm Council Member Simonoff's nomination, Erika Bernal, to the Cultural Arts Commission.

2E. Focused General Plan Update Community Steering Committee-

City Planner Hwang provided a presentation and spoke about the intent of the Community Steering Committee, breakdown of potential committee members, next steps and timeline.

The City Council nominated Council Member Hupp to serve as the Council representative and Mayor Marick as the alternate, and requested that staff incorporate a good cross section of the community that includes individuals of different demographics as well as residents from different parts of the City. They also authorized the City Manager or Community Development Director to finalize the Steering Committee member selection.

2F. Council Member Reports/Requests-

None.

Mayor Marick adjourned the Study Session at 6:47 p.m.

3. GENERAL SESSION - COUNCIL CHAMBERS PLAZA LEVEL - 7:00 P.M.

3A. Call to Order/Roll Call

Mayor Marick called the General Session to order at 7:03 p.m., all members were present with Council Member Vargas participating via Zoom teleconference.

3B. Pledge of Allegiance: Brea Girl Scouts

Brea Girl Scouts led the Pledge of Allegiance.

Mayor Marick presented a Proclamation in recognition of National Girl Scout Week to Brea Girl Scout representative Jill Patterson.

3C. Invocation: Pastor Doug Green, North Hills Church-

Pastor Doug Green, North Hills Church, delivered the Invocation.

3D. Commendation: Outgoing Cultural Arts Commissioner - Sara Trujillo

Council Member Simonoff and Mayor Marick presented outgoing Cultural Arts Commissioner Sara Trujillo a Commendation recognizing her service and contribution to the community.

Sara Trujillo thanked the Council for the opportunity to serve on the Cultural Arts Commission.

3E. Report - Prior Study Session

City Manager Gallardo provided a report on the prior Study Session.

3F. Community Announcements

Mayor Pro Tem Stewart announced that applications are being accepted for the City's Historic Preservation Pilot Program and indicated that the program is designed to promote historic preservation and encourage property owners to consider designating their property as a historic resource in the City of Brea. He stated that in order to apply for this grant opportunity, applicants must meet the requirements, complete and submit an application, along with the Historic Preservation Application or Mills Act Application package and to visit the City's website for more details.

Council Member Hupp announced that the Love Brea event will take place on Saturday, April 27 and that project submissions are now open. She added that project ideas can range from pulling weeds, taking inventory of the City's APP collection, or helping declutter a neighbor's garage. She encouraged the community to get involved by submitting projects in the City, and noted that beginning Friday, March 22, community members can sign up to volunteer for projects.

3G. Matters from the Audience

Sean Thomas spoke about the establishment of the Orange County Commission on the Status of Women and Girls, and spoke about Spectrum service in the City.

Keith Fullington requested more entertainment in the Downtown area, and discussed the loss of business. He also discussed the necessity for street repair in certain areas of the City.

Ellie and Issac Hartzheim spoke in support of the Arovista Park Modernization Project.

3H. Response to Public Inquiries

City Manager Gallardo responded to public inquiries.

4. PUBLIC HEARING

4A. Public Hearings for Impact Fee Studies, Impact Fee Adoption, and Sewer Connection Fees

Finance Manager Madrazo provided a presentation and spoke about what a development impact fee is, background, and timeline.

James Edison, Willdan Financial Services, spoke about fire and dispatch impact fee methodology, fire and dispatch impact fees, comparison to current fee schedule, and preliminary planned facilities.

Eric Callocchia, NewGen Strategies & Solutions, LLC, spoke about the Water System Master Plan, Water Impact Fee calculation, comparison to current fee schedule for water impact fees, Sewer Impact Fee background, Sewer System Master Plan, Sewer Impact Fee calculation, sewer system buy-in approach, Sewer Connection Fee calculation of actual costs, and comparison to current Sewer Connection Fee Schedule.

Finance Manager Madrazo continued the presentation and spoke about potential options for the Council.

Mayor Marick opened the Public Hearing.

Jonnae Sylvester, Public Policy Intern, Brea Chamber of Commerce, spoke in support of the item.

City Clerk Harris-Neal summarized the following written comments received:

Glenn Parker, former Brea Mayor/Council Member asked if the list of improvements include any requirements necessary to improve our Fire Protection Class, and if it doesn't, it should be a goal due to its impact on insurance rates.

Adam Wood, Sr. Vice President, Building Industry of Southern California, Inc., expressed concern with dramatically increased fees, but showed appreciation for the phased increase option and requested the Council consider ways to streamline operations and reduce the cost of construction, in line with the increases.

Seeing no further members of the public wishing to address the Council, Mayor Marick closed the Public Hearing.

Council discussed the difference in costs among the three (3) outlined districts and examples of circumstances that would warrant the incurrence of water impact fees.

Council Member Vargas, with concurrence from Mayor Pro Tem Stewart, suggested the fees be increased at smaller increments over time as to minimize impact.

Mayor Marick spoke about upholding the sentiment of past Councils to have new development in the City pay for itself, to not bring down level of service for existing residents as new customers come into the system, and to preserve the level of service for existing residents. She also reiterated that the water impact fees are applied to new developments and expansions in the City.

In response to Council Member Vargas' question, James Edison, Willdan Financial Services, clarified the valuation of existing facilities.

Council discussed the outlined list of preliminary planned facilities. Mayor Marick clarified that the new fees and rates are not set by the provided preliminary planned facilities list.

Motion was made by Council Member Hupp and Seconded by Mayor Marick to open and conduct a Public Hearing and adopt Resolution No. 2024-012 to revise the amount of Fire Impact Fees, approve an Impact Fee Nexus Study, establish appeal fees, make all findings and analyses required by law and approve a CEQA exemption determination; adopt Resolution No. 2024-013 to revise the amount of Dispatch Impact Fees, approve an Impact Fee Nexus Study, establish appeal fees, make all findings and analyses required by law and approve a CEQA exemption determination; adopt Resolution No. 2024-014 to revise the amount of Water Impact Fees, approve an Impact Fee Nexus Study, establish appeal fees, make all findings and analyses required by law and approve a CEQA exemption determination; introduce Ordinance No. 1249 entitled, "An Ordinance of the City Council of the City of Brea Establishing Sewer Impact Fees for Certain New Developments within the City of Brea, and Approving a CEQA Exemption Determination"; adopt Resolution No. 2024-015 to establish the amount of Sewer Impact Fee Study, approve an Impact Fee Nexus Study, make all findings and analyses required by law and approve a CEQA exemption determination (to be effective after the adoption of Ordinance No. 1249); and adopt Resolution No. 2024-016 to establish and adjust Sewer Connection Fees, and approve a CEQA exemption determination. Motion passed 3 - 2 (Ayes: Marick, Hupp, Simonoff; Noes: Stewart, Vargas).

5. CONSENT CALENDAR

Due to technical difficulties, Council Member Vargas was absent from the meeting at 8:35 p.m.

Senior Management Analyst Colacion provided a brief presentation on item 5H, Award of Contracts for the Arovista Park Modernization Project, and spoke about the project scope, a summary of the contracts for consideration, project team, project timeline and staff recommendations.

Motion was made by Council Member Hupp and seconded by Council Member Simonoff to approve City Consent Items 5A - 5J. Motion passed 4-0-1 (Ayes: Marick, Stewart, Hupp, Simonoff; Absent: Vargas).

5A. March 5, 2024 Regular City Council Meeting Minutes

The City Council approved the March 5, 2024 Regular City Council Meeting Minutes.

5B. Second Reading and Adoption of Ordinance No. 1247, An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning Ordinance Text Amendment (ZOTA) No. 2023-04 and approving a CEQA Exemption Determination

The City Council waived full reading of and adopted Ordinance No. 1247 titled "An Ordinance of the City Council of the City of Brea Amending the Brea City Code by adopting Zoning Ordinance Text Amendment NO. ZOTA 2023-04 (Omnibus Zoning Code Update) and approving a CEQA Exemption Determination")."

5C. Second Reading and Adoption of Ordinance No. 1248, an Ordinance of the City Council of the City of Brea establishing procedures for setting sewer connection fees, and approving a CEQA exemption determination

The City Council waived full reading of and adopted Ordinance No. 1248, "An Ordinance of the City Council of the City of Brea Establishing Procedures for Setting Sewer Connection Fees, and Approving a CEQA

Exemption Determination."

5D. Approve Amendment No. 1 to Golf Course Maintenance and Operation Agreement with Western Golf Properties, LLC

The City Council approved Amendment No. 1 to Golf Course Maintenance and Operation Agreement with Western Golf Properties, LLC.; appropriated \$60,000 for future fiscal years for reimbursement of minor Capital Improvements at golf course facilities; and authorized the City Manager to approve reimbursement to operator for any minor Capital Improvements to golf course facilities in an amount not-to-exceed \$60,000 within the fiscal year.

5E. Approve a Professional Design Services Agreement with Iteris, Inc. for the Preparation of Plans, Specifications, and Engineering Estimate for the Implementation of the City of Brea Closed Caption Television (CCTV) System.

The City Council approved a Professional Design Services Agreement with Iteris, Inc. in the amount of \$214,726 for the Preparation of Plans, Specifications and Engineering Estimate for the Implementation of the City of Brea Closed Circuit Television (CCTV) System.

5F. Professional Services Agreements for Annual As-Needed Design and Civil Engineering Services for Various Capital Improvement Program and Private Development Projects

The City Council approved Professional Service Agreements between the City of Brea and Ardurra Group, Inc.; JMDiaz, Inc.; Kreuzer Consulting Group; Michael Baker International, Inc.; and Willdan Engineering for Design and Civil Engineering Services in the annual amount not-to-exceed \$300,000 per year for two (2) years, plus three (3) optional 1-year extensions; and authorized the City Manager to approve extensions. The approved FY 2023-25 CIP Budget includes all Design and Civil Engineering costs for each programmed project. There is no fiscal impact to the General Fund.

5G. Ambulance Equipment Purchase

The City Council approved the purchase of equipment for ambulances; authorized the City Manager or designee to execute the purchases; and amended the City's 2023-25 Operating Budget to appropriate an additional \$340,997 from the City's General Fund (Fund 110) to cover the purchase of equipment for ambulances plus a 10% contingency.

5H. Award Contract with Urban Habitat in the amount of \$16,511,884.55, plus a 10% contingency, TELACU in the amount of \$735,890, plus a 10% contingency, David Volz Design in the amount not-to-exceed \$75,000 and Geocon West, Inc. in the amount not-to-exceed \$250,000 for the Arovista Park Modernization Project, CIP Project No. 7978

The City Council reapprove the Plans and Specifications for the Arovista Park Modernization Project, Capital Improvement Program (CIP) No. 7978 (Phase 1), including Addendums #1, #2, and #3; received bids; adopted Resolution No. 2024-017 to appropriate an additional \$12,668,123 from a combination of existing CIP projects and available fund balances described herein; awarded Contract to the lowest responsive and

responsible bidder, Urban Habitat, in the amount of \$16,511,884.55; authorized the Director of Public Works to issue Change Orders up to a “not-to-exceed” amount of 10% of the Urban Habitat Contract Price; awarded a contract to TELACU for Construction Management and Inspection Services for \$735,890; authorized the Director of Public Works to issue Change Orders up to a “not-to-exceed” amount of 10% of the TELACU Contract Price; awarded a contract to David Volz, Inc. for Construction Support in an amount “not-to-exceed” \$75,000; and awarded a contract to GeoCon West, Inc. for Soils Inspection, Materials Testing and Special Inspections in an amount “not-to-exceed” \$250,000.

5I. Monthly Report of Investments for the City of Brea for Period Ended February 29, 2024

The City Council received and filed the Monthly Report of Investments for the City of Brea for Period Ended February 29, 2024.

5J. March 1 and 8, 2024 City Disbursement Registers

The City Council received and filed the March 1 and March 8, 2024 City Disbursement Registers.

6. CITY/SUCCESSOR AGENCY - CONSENT

Motion was made by Council Member Simonoff and seconded by Council Member Hupp to approve City/Successor Agency Consent Item 6A. Motion passed 4-0-1 (Ayes: Marick, Stewart, Hupp, Simonoff; Absent: Vargas).

6A. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended February 29, 2024 -

The City Council, as the Successor Agency, received and filed the Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended February 29, 2024.

7. ADMINISTRATIVE ANNOUNCEMENTS

7A. City Manager-

None.

7B. City Attorney-

None.

7C. Council Requests-

None.

8. COUNCIL ANNOUNCEMENTS

8A. Council Announcements

Mayor Marick wished her mother a happy birthday.

9. ADJOURNMENT

9A. Meeting Adjournment

Mayor Marick adjourned the General Session at 8:41 p.m. in memory of former Council Member and Mayor, John Beaman.



City Council Regular Meeting Communication

Second Reading and Adoption of Ordinance No. 1249 entitled, "An Ordinance of the City Council of the City of Brea Establishing Sewer Impact Fees for Certain New Developments within the City of Brea, and Approving a CEQA Exemption Determination"

Meeting	Agenda Group	
Tuesday, April 2, 2024, 7:00 PM	CONSENT CALENDAR	Item: 3B
FROM		
Bill Gallardo, City Manager		

RECOMMENDATION

Waive full reading and adopt Ordinance No. 1249 entitled, "An Ordinance of the City Council of the City of Brea Establishing Sewer Impact Fees for Certain New Developments within the City of Brea, and Approving a CEQA Exemption Determination"

BACKGROUND/DISCUSSION

The Sewer Impact Fee Study, adopted on March 19, 2024, proposed a new Sewer Impact Fee in order to charge for the recovery of the necessary future investment costs in the City's sewer system that would result from expanding the system to serve new customers. This is different than the sewer connection fees which are utilized solely for the maintenance and repairs of the sewer system. Sewer Impact Fee calculations are based upon the City's 2021 Sewer Master Plan (Capital Improvement Projects - Table 9.1, also Appendix A of the study) and on a 500 GPD demand equivalent to a 1" meter with additional cost of sewer assets spread over the basis of current sewer flow capacity. This methodology is also consistent with the Water Impact Fee calculation. The recommended Sewer Impact Fee is \$766 for all new connections in an Impact Fee District or water pressure zone.

At the March 19, 2024 Public Hearing, the City Council approved to adopt a Sewer Impact Fee and to move forward with a second reading. Sewer Impact Fees were adopted at 50% of proposed increase but will be adjusted to the fully recommended fee, along with reasonable inflationary adjustments, on July 1, 2025. The ordinance will be effective thirty 30 days after the second reading and the Sewer Impact Fees are established by resolution. Resolution No. 2024-015 will be effective 60 days after Ordinance No. 1249 becomes effective which will be July 1, 2024.

FISCAL IMPACT/SUMMARY

There is no General Fund Impact. Revenue collected will be deposited into a separate capital project fund to account for these fees, which will be determined by future developments within the City limits.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Faith Madrazo, Financial Services Manager - Revenue

Concurrence: Kristin Griffith, Director of Administrative Services and Monica Lo, Deputy Director of Administrative Services

Attachments

Sewer Impact Fee Ordinance (2).pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA ESTABLISHING SEWER IMPACT FEES FOR CERTAIN NEW DEVELOPMENTS WITHIN THE CITY OF BREA, AND APPROVING A CEQA EXEMPTION DETERMINATION

A. Recitals.

(i) The City Council of the City of Brea finds that the establishment of certain sewer impact fees is necessary to offset new sewer infrastructure impacts and finance construction of new sewer infrastructure improvements caused by new development projects within the City of Brea, including portions of its sphere of influence when annexed into the City.

(ii) The City Council further finds that the establishment of sewer impact fees is consistent with the goals, objectives and policies of the Safety Element of the City of Brea General Plan.

(iii) The City Council further declares that, pursuant to Government Code Section 65913.2, it has considered the effects of the fees with respect to the City's housing needs as established in the Housing Element of the General Plan.

B. Ordinance.

The City Council of the City of Brea does ordain as follows:

Section 1.

In all respects as set forth in Recitals, Part A, of this Ordinance.

Section 2. The City Council adopts the Sewer Impact Fees as follows:

A. Intent.

In order to mitigate sewer infrastructure impacts caused by new developments in the City of Brea and implement the goals, objectives and policies of the Safety Element of the City of Brea General Plan, certain sewer infrastructure improvements must be constructed. The City Council has determined that sewer impact fees must be established in order to finance these sewer infrastructure improvements and to assess the development's fair share of the sewer infrastructure improvement costs.

B. Sewer Impact Fee.

A sewer impact fee is hereby established on issuance of all building permits for certain new development in the City of Brea, including portions of its sphere of influence when annexed into the City of Brea, to pay for certain sewer infrastructure improvements. The City Council shall, in a Council resolution and following approval of an impact fee nexus study as required by law, set forth the specific amount of the sewer impact fee, describe the benefit and impact area on which the sewer impact fee is imposed, list the specific sewer infrastructure improvements to be financed, describe the estimated cost of these sewer infrastructure improvements, describe the reasonable relationship between the sewer impact fee and the various types of new developments and set forth time for payment. As described in the fee resolution, this sewer impact fee shall be paid by each developer prior to the issuance of any building permit. On an annual basis, the City staff shall review this fee to determine whether the fee amounts are reasonably related to the impacts of developments and whether the described sewer infrastructure improvements are still

needed.

C. Limited Use of Sewer Impact Fees.

The revenues raised by payment of this fee shall be placed in a separate and special account and such revenues, along with any interest earnings on that account, shall be used solely to:

(a) pay for the City's future design/construction of sewer infrastructure improvements described in the resolution enacted pursuant to this Ordinance;

(b) reimburse the City for those described or listed sewer infrastructure improvements described in the resolution enacted pursuant to this Ordinance and further constructed by the City with funds advanced by the City from other sources; and/ or,

(c) reimburse developers who have been required or permitted by this Ordinance to install such listed sewer infrastructure improvements which are oversized with supplemental size, length, or capacity.

D. Developer Construction of Facilities.

Whenever a developer is required, as a condition of approval of a development permit, to construct a sewer infrastructure improvement described in the resolution adopted pursuant to this Ordinance and which improvement is otherwise a component of normal fees to be paid pursuant to this Ordinance or is determined by the City of Brea to have supplemental size, length or capacity over that needed for the impacts of that development, and when such construction is necessary to ensure efficient and timely construction of the sewer infrastructure network, a reimbursement agreement with the developer and/or a credit against the sewer impact fee, which would otherwise be charged pursuant to this ordinance on

the development project, shall be available, in a form acceptable to the City of Brea Community Development Director and the City Attorney. The reimbursement amount shall not include the portion of the improvement needed to provide adequate sewer capacity or mitigate the need for the facility or the burdens created by the development.

E. Sewer Impact Fee Adjustments.

A developer of any project subject to the sewer impact fee described herein may appeal to the Community Development Director for a reduction or adjustment to the sewer impact fee, or a waiver of that fee, based upon the absence of any reasonable relationship or nexus between sewer infrastructure impacts of that development and either the amount of the sewer impact fee charged or the type of facilities to be financed. The application shall be made in writing and filed with the Director not later than (a) twenty days prior to the public hearing on the development permit application for the project, or (b) if no development permit is required, at the time detail the factual basis for the claim of waiver, reduction, or adjustment. Any person aggrieved by any decision of the Director pertaining to the sewer impact fee may appeal such decision to the City Council within ten (10) business days following the date of such decision. Any such appeal shall be in writing, filed with the City Clerk, and shall contain the name and address of the appellant, the date of the decision in question, and facts supporting the appeal. The written appeal to the Director and/or subsequent appeal to the City Council shall be accompanied by a non-refundable fee in an amount as set by resolution of the City Council. Upon receipt of the written appeal to the City Council, the City Clerk shall set the matter for hearing at a regular meeting of the City Council, no later than thirty (30) days following the date the appeal was filed, Notice of the time and place of the hearing

shall be mailed to the appellant, by certified mail, no later than ten (10) business days prior to the hearing date. Upon conclusion of the hearing, the City Council shall, by adoption of a resolution with findings, affirm, reverse or modify the decision of the Director, which decision by the City Council shall be final. The provisions of this section shall be in addition to, and shall not be deemed to supplant, any and all necessary development fee protest procedures as may be set forth in California Government Code Section 66000, et. seq., as amended.

E. Exceptions.

Sewer impact fees shall not be required as a condition of the issuance of a building permit for:

- (a) Alterations;
- (b) Reconstruction. Where permits are issued within two years of the destruction of a structure due to fire, vandalism, wind, earthquakes or other natural or manmade disasters;
- (c) An addition to a single-family or multiple-family residence;
- (d) Construction of public schools.

Section 3. CEQA. The City Council finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment because the adoption of this Ordinance will provide for the collection of development impact fees which will ensure the continued maintenance and operability of essential City services. It is therefore exempt from California Environmental Quality Act (CEQA) review pursuant to Title 14, Section 15061(b)(3), of the California Code of Regulations (CEQA Guidelines). The City Council further finds that the adoption of this Ordinance is exempt from CEQA review pursuant to Section 15273 (Rates, Tolls, Fares, and Charges), subsection (a)(4) (Obtaining funds for capital projects, necessary to maintain service within existing service areas), of the CEQA Guidelines, in that the Ordinance serves to authorize the establishment of certain development impact fees necessary to maintain

public infrastructure for essential services within the City.

Section 4. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

Section 5. The City Clerk of the City of Brea shall certify to the adoption of this Ordinance and shall cause the same to be published in a manner prescribed by law.

ADOPTED AND APPROVED this 19th day of March, 2024.

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the 19th day of March 2024 and was finally passed at a regular meeting of the City Council held on _____, 2024, by the following vote:

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

ATTEST: _____

City Clerk of the City of Brea



City Council Regular Meeting Communication

Approve Agreement and Authorize City Manager to Execute Agreement with UniFirst Corporation to Provide Public Works Uniforms and Related Services.

Table with meeting details: Meeting (Tuesday, April 2, 2024, 7:00 PM), Agenda Group (CONSENT CALENDAR, Item: 3C), TO (Honorable Mayor and City Council Members), FROM (Bill Gallardo, City Manager)

RECOMMENDATION

Approve Agreement and Authorize City Manager to execute agreement with UniFirst Corporation to provide Public Works uniforms and related services.

BACKGROUND/DISCUSSION

Per department policy, each full-time and part-time Public Works field employee must wear a uniform. To maintain consistency and suitability of uniforms for the performed work, the department has an established practice of procuring uniforms and arranging uniform laundering services for its field employees.

The Public Works Department has contracted with various uniform companies to provide uniforms, uniform laundering services, and several ancillary services, such as safety and scraper mats for the City’s Maintenance Yard facility and shop rags and fender covers for the Fleet Division. Typically, the City has found it cost-effective to enter multi-year and cooperative agreements with companies providing the abovementioned services and products.

The department’s current uniform agreement is with UniFirst Corporation (UniFirst) which expired on June 30, 2023. Upon expiration of the contract, UniFirst agreed to proceed month-to-month. The month-to-month allowed staff additional time to initiate the formal Request for Proposals (RFP) process. On October 16, 2023, City staff issued an RFP for Uniform and Laundering Services through the City’s third-party eProcurement provider, Public Purchase. The posted RFP was on the City’s website, and five (5) vendors accessed the RFP. Proposals were due on November 20, 2023; however, upon closure of the submittal period, the City did not receive any responsive bids.

As a result, staff negotiated with UniFirst, which produced the attached draft agreement for City Council consideration. The agreement retains the prior contract’s favorable pricing for uniforms provided under the Sourcewell (formerly National Joint Power’s Alliance) Cooperative Purchasing Program. Staff researched additional cooperative purchasing agreements to which the City is a party, and the Sourcewell agreement contained the most favorable pricing. Utilizing an established cooperative purchasing agreement provides a significant benefit by aggregating purchasing power from multiple agencies to secure competitive pricing that results in long-term cost savings to the City. UniFirst also manufactures some of Public Works’ most commonly used uniform products in-house. This capability also results in significant cost savings to the overall contract. The draft agreement also caps future annual Consumer Price Index (CPI) increases at five percent or less for the duration of the agreement. The agreement factored future CPI increases into the total not-to-exceed amount. The proposed agreement is for five (5) years and expires in April 2029.

Staff is recommending that Council approve the draft agreement with UniFirst for a not-to-exceed amount of \$97,500 over a five-year term, which includes a \$2,320 contingency to cover uniforms for unforeseen staffing variances for the duration of the agreement. This amount assumes an average monthly cost of \$1,625 for services for the contract term.

Commission/Committee Recommendation

This item was taken to the March 26, 2024, Finance Committee meeting to gather feedback from committee members. The item was supported and recommended to the City Council for consideration.

SUMMARY/FISCAL IMPACT

Public Works field employees are required to wear standardized uniforms in the day-to-day performance of their work duties. The current uniform agreement with UniFirst Corporation (UniFirst) expired on June 30, 2023. Since then, UniFirst has agreed to proceed month-to-month, allowing staff additional time to initiate the formal Request for Proposals (RFP) process.

On October 16, 2023, the City issued an RFP for Uniform and Laundering Services. The posted RFP was on the City's website, and five (5) vendors accessed the RFP. Proposals were due on November 20, 2023; however, the City received no responsive bids. Staff negotiated with UniFirst and produced a new draft agreement for a five (5) year term. The draft agreement retained the favorable pricing from the previous cooperative purchasing agreement and set a five percent cap on annual CPI increases.

Staff recommends that the City Council approve the draft agreement and authorize the City Manager to execute the agreement with UniFirst in an amount not to exceed \$97,500 over five years, approximately \$1,625 per month. The FY 2023-25 Public Works Budget provides sufficient funding for uniforms and related services. Future budgets will account for this cost. The funding source is associated with the division of the employees utilizing the uniform and uniform services. Funding sources include General Fund (110), Parks and Trails (360), Water (420), Sewer (430), Sanitation (440), Equipment and Vehicle Maintenance (480), and Building Maintenance (490). At this time, no additional appropriation is necessary.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Matthew Cuevas, Senior Management Analyst

Concurrence: Michael Ho, PE, Director of Public Works

Attachments

Attachment A - Sourcewell UniFirst Cooperative Agreement

Attachment B - UniFirst Customer Service Agreement

**Solicitation Number: RFP #040920****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **UniFirst Corporation**, 68 Jonspin Road, Wilmington, MA 01860 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 22, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. Vendor's Equipment, Products, or Services consist exclusively of textile products or services, and will identified as Products or Services in this Contract.

All purchased Products provided under this Contract must be new/current model. All rented Products provided under this Contract will be new at the time each location is initially installed into service. Vendor may offer close-out or refurbished Products if they are clearly indicated in Vendor's product and pricing list.

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

B. **WARRANTY.** Vendor warrants that all Products and Services furnished are free from liens and encumbrances. All Products will be processed, mended, and finished in accordance with the generally accepted standards of the textile rental industry. Vendor makes no other representations, warranties or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use or purpose, the quality of the Products or workmanship of the Products.

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

3. PRICING

All Products or Services under this Contract will be priced as stated in Vendor's Proposal. The prices stated in Vendor's Proposal are calculated based on a five (5) year contract term commitment. Four (4) year contract term commitments will require a five percent (5%) price increase. Three (3) year contract term commitments will require a ten percent (10%) price increase. All prices submitted are exclusive of any applicable sales taxes. All such sales taxes shall be listed as a separate line item on the underlying invoice and paid directly by UniFirst to the appropriate taxing authority.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Products must be properly packaged. Damaged Products may be rejected. If the damage is not readily apparent at the time of

delivery, Vendor must permit the Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Products at the time of delivery.

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

Vendor will repair any rental item or reperform any services which do not comport with the Sourcewell's specifications or requirements as set forth in the Contract and issue credits for any Services that do not comport with said specification and/or requirements. The Products are processed and delivered on a weekly basis, each week, continuously throughout the term of the Contract. As such, the applicable warranty period for such rental Products is one (1) week.

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Products or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Products and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Products or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor.

Typically, a Participating Entity will enter into a local service contract directly with Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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

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

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

E. **TERMINATION OF ORDERS.** Participating Entities may terminate their local service contract, in whole or in part, subject to its terms and conditions, upon notice to Vendor in the event of any of the following events:

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

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's local service contract will be determined by the Participating Entity.

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Products and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing.

Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

Vendor will indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of its negligence or willful misconduct in the performance of this Contract by the Vendor or its agents or employees.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity's local service contract under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any purchase orders issued against the Contract.

20. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

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

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

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

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

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

UniFirst Corporation
DocuSigned by:
By: David M. Katz
C1504866F1CF420...
David M. Katz
Title: Vice President Sales & Marketing

Date: 6/18/2020 | 12:51 PM CDT

Date: 6/18/2020 | 12:07 PM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 6/18/2020 | 12:52 PM CDT

RFP 040920 - Uniforms with Related Products and Services

Vendor Details

Company Name: UniFirst Corporation
68 Jonspin Rd
Address: Wilmington, MA 01887
Contact: Jesse Daggett
Email: jesse_daggett@unifirst.com
Phone: 903-279-1442
HST#:

Submission Details

Created On: Thursday February 20, 2020 09:21:55
Submitted On: Thursday April 09, 2020 15:36:34
Submitted By: Robert Crossley
Email: Robert_Crossley@unifirst.com
Transaction #: 2cb92d0d-ebf9-4035-9d00-4471a5f74575
Submitter's IP Address: 207.126.196.16

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	UniFirst Corporation
2	Proposer Address:	68 Jonspin Road Wilmington, MA 01860
3	Proposer website address:	https://unifirst.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David M. Katz Vice President Sales & Marketing 68 Jonspin Road Wilmington, MA 01860 David_Katz@UNIFIRST.COM 800-347-7888
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Daggett Preferred Vendor Business Development Manager 68 Jonspin Road Wilmington, MA 01860 Tel: 800-934-8641 Cell: 903-279-1442 Jesse_Daggett@UniFirst.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeremy Weiss Director, National Account Sales UniFirst Corporation 68 Jonspin Road Wilmington, MA 01887 800-347-7888 jweiss@UniFirst.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>From our modest beginnings in an eight-stall garage in Boston in 1936, UniFirst Corporation has become an industry leader and one of the fastest growing companies in the \$13 billion Uniform Services business.</p> <p>As the only public company within its industry to grow revenues every year since we started in 1936, including each of the recent recessionary years, UniFirst may have just such a "secret formula." UniFirst supplies and services uniforms that are "job-fitted work clothes" tailored to the needs of companies throughout the U.S. and Canada.</p> <p>UniFirst is dedicated to excellence in service and total customer satisfaction. For 83 years we've known the importance of excellent customer service and we've dedicated ourselves to achieving it. Now in our ninth decade of service we continue working toward perfecting the process.</p> <p>UniFirst's overall Customer retention rate for the past 3 years is over 97%. Over the past 10 years our annual percentage of controllable lost accounts has remained under 5% and our contract renewal rate has actually increased year-to-year. With industry averages approaching 90%, we believe we are setting the pace for business retention in the industry. Our "Customers for Life" programs and overall business philosophy is a key differentiation between UniFirst and its competitors.</p> <p>Our corporate mission is to be recognized as the leading provider of quality uniform products and services for business. Our careful focus on serving each customer's special needs and providing total satisfaction enables us to grow, to provide an equitable return on investment, and to create opportunities for our team partners.</p> <p>We are committed to conducting our business in a fair, honest, and responsible manner in accordance with all environmental and government regulations and with the highest standards of business ethics.</p> <p>With a core business dedicated to the rental, lease, and sale of work clothing, uniforms, and career wear to business, we recognize that our continued success depends on the skill, creativity and initiative of all our team partners. That is why we are constantly seeking bright, talented, self-motivated individuals to help us extend our record of success in the 21st century.</p> <p>A difference that UniFirst offers can be looked at as a basic philosophy of doing business. This basic philosophy is summed up with three main thoughts; honesty, mutual trust and respect, and results for today and tomorrow. While these thoughts may seem sentimental and overused they form the foundation for how we approach day-to-day business at UniFirst.</p> <p>You will not hear UniFirst over commit just to win your business. We will honestly tell you what we can and what we cannot do. We feel that this is the only way to earn your business.</p> <p>UniFirst feels that a relationship built on mutual trust and respect will allow both parties to accomplish their necessary objectives. No one wins if one party to an agreement loses. Because all of our business partnerships begin with an honest commitment to what we can and cannot do, trust and respect naturally develop between UniFirst and our customers.</p> <p>While the program that we put in place addresses today's objectives we must constantly be looking to solving tomorrow's challenges. That means finding new technology, new products and services but most of all it means having a relationship that fosters commitment to meet tomorrow's requirements. UniFirst is committed to making this a long-term relationship. We want to be business partners for a long time.</p>
8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Products</p> <p>Standard Work-wear: From factory coveralls, to lab coats, to foodservice smocks – UniFirst's Industrial Wear line offers apparel for workers in virtually every occupation. Beyond a complete selection of primary garments, cover-ups, and outerwear, UniFirst also provides accessory items like gloves, hats, footwear, and protective gear - making "head-to-toe" outfitting more than just a marketing slogan. Most of the line's apparel items boast our Industrial Laundry Safe seal, meaning they are ideally constructed to hold up to UniFirst's rigorous industrial laundry process.</p> <p>Compared to home laundering, we use stronger detergents, longer agitation cycles, and higher temperatures to get even hard-use clothing their cleanest. UniFirst currently self-manufactures 67% of its overall industrial garment needs.</p> <p>Flame Resistant Apparel: Wherever business is hot (literally), UniFirst is on the job. Our flame-resistant apparel offers important secondary protection from flash fire, electric arcs, and other potentially hazardous flame conditions. Our FR garments look and feel comfortable,</p>

but offer great durability and the added protection of flame-resistance. UniFirst currently self manufactures over half of its overall FR needs. UniFirst also carries Flame Resistant Apparel specific for the foodservice industry - Samples are available.

Hi Visibility Garments:

For those whose jobs place them in potentially hazardous traffic environments, UniFirst offers the latest HIGHVISIBILITY WORKWEAR SOLUTIONS. Our ANSI compliant Hi-Vis garments make workers visible to drivers at much greater distances than simple enhanced visibility wear. And workers who are more easily seen by motorists and oncoming traffic are safer and happier on the job.

Corporate Casual Attire:

All across North America, the casual dress trend has taken hold. But the need for professional polish remains as strong as ever. UniFirst responds with Corporate Casual attire that allows employees to "dress down" while maintaining a decidedly business-like look. Our growing Corporate Casual line includes hundreds of items, all available with our own embroidered or screen-printed personalization. In this and other product categories, UniFirst offers the industry's fastest new installation and replenishment service available, thanks largely to our ISO 9001:2015 registered, 320,000 sq. ft. Owensboro, KY Central Distribution Facility, the only such facility in the industrial rental garment business.

Floorcare and Dust Control Services:

Creating a safe, attractive workplace is a process that begins from the ground up. It's no wonder, then, that UniFirst's floorcare products are underfoot in offices and factories from coast-to-coast. Through our rental programs, we regularly clean and rotate items, saving businesses significant maintenance time and expense. Supplying walk-off and logo mats; scraper and anti-fatigue mats; wet and dry mops; as well as various wiping products, UniFirst keeps workplaces clean and inviting, while protecting employees and your Members alike.

UniFirst self-manufactures over 97% of its total floorcare needs (mats and dust mops) from its Arkansas manufacturing facility so that we provide customers with an even greater level of color selection, and overall value than was previously available.

In business, quality and image are around-the-clock imperatives, often extending beyond work apparel. Restroom Services from UniFirst benefits both a company's employees and its Customers. Products such as hand soaps, sanitizers, air fresheners, disposable towels and tissue, as well as required dispensers, address health and sanitary concerns, while conveying a focus on cleanliness that speaks of a total commitment to quality.

Services

When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).

Rent, lease, or buy work uniforms

Sourcewell's Members can assume as little or as much responsibility as they wish for their overall uniform program by electing to rent, lease, or buy. With the proper care and ongoing maintenance, Members can be assured their UniFirst workwear (and facility service) products are always in top shape.

Work Uniform Rental includes program administration, laundering, delivery, repairs, replacements, and more.

UniFirst full service uniform rental programs include:

When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your Member's choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your Member's employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).

How our rental programs work

More than 260 UniFirst service centers throughout the U.S. and Canada provide a total uniform and Facility Service package. With a full service rental program, you get:

- Professional on-site needs analysis
- More than 40,000 in-stock product SKUs to choose from
- Measurement/fitting of each wearer conducted at your location(s)
- Specified number of garments for each individual
- Professional laundering and finishing
- Regularly scheduled uniform deliveries and product replenishment

- Inspection of all work clothing for rips, flaws, missing buttons, etc.
- Automatic garment repairs
- Automatic replacement of overly worn or damaged garments
- Inventory control with itemization by employee (or product)
- Quick outfitting of new employees
- Full program management

Triple Pro Service

You will get three dedicated UniFirst professionals working on your account at all times. There's a dependable Route Service Representative who'll keep your program running smoothly day in and day out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request.

Every delivery day your Route Representative will check with you to see if there are any new employees to be added to the program. If there are, these additional people will be documented on the invoice. If you don't want to wait until your next delivery day, call your local UniFirst office and ask to speak with the Customer Service Rep. The Route Representative will size all new employees (or you can give their sizes over the phone) and uniforms will be ordered within 24 hours. You can expect stock garments in standard sizes to arrive on the next delivery day. Non-stock garments or non-standard sizes will take a little longer.

For rental uniforms UniFirst does not measure your employees. Rather, we have your employees actually try-on the garments, as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive, greatly assists the sizing process.

Work Uniform Leasing includes all the facets of a Uniform Rental Program, but employees take care of laundering their own uniform garments.

UniFirst Val-U-Lease uniform programs include:

Depending upon individual needs, your Members may prefer our Val-U-Lease program. They will enjoy the service, convenience, and all the benefits of our Full Service Uniform Rental Program, with the exception of the scheduled laundering services. But if they need occasional laundering, we can arrange that, too. And you'll still receive our uniform repair, replacement, and other maintenance services, as needed.

How our Val-U-Lease programs work

Like with our Uniform Rental programs, a UniFirst Val-U-Lease program eliminates upfront clothing investments in favor of low weekly charges. Your Members are only billed for the number of workers actually "in uniform." Idle clothing costs are avoided, and they get top-quality, stylish uniforms of their choice... complete with custom company emblems and much more. Employees take care of uniform cleaning, but UniFirst takes care of everything else, including:

- Professional on-site needs analysis
- More than 40,000 in-stock SKUs and over 340,000 total product SKUs to choose from
- Measurement/fitting of each wearer conducted at your location(s)
- Specified number of garments for each individual
- Garment repairs
- Garment replacements of overly worn or damaged garments
- Inventory control with itemization by employee (or product)
- Quick outfitting of new employees
- Full program management

Triple Pro Service

Your Members will get three dedicated UniFirst professionals working on their account at all times. There's a dependable Route Service Representative who'll keep their program running smoothly day in and day out, a Service Manager whose primary responsibility is to see that they are getting everything they need when they need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request.

Work Uniform Purchase programs allow your Members to outfit their staff at competitive prices. And if they require occasional laundering or other garment services, we can provide that too.

For those who prefer to own, UniFirst offers competitive pricing and an extensive workwear selection - as all of our items are available for purchase.

		<p>Program Requirements: A service agreement would serve the best interest of both parties in the event that special or otherwise non-standard products, that UniFirst would also be expected to place into inventory, are specified.</p> <p>All our uniform rental items are available for purchase. Your Members may choose from thousands of UniFirst-manufactured products or other popular brands from trusted names like Landau, Fashion Seal, Dickies, Tri-Mountain & Port Authority.</p>
9	<p>What are your company's expectations in the event of an award?</p>	<p>In the 9 years UniFirst has held the contract for uniforms, we've grown Sourcewell (formerly NJPA), to be our largest National Account Preferred Vendor program with annual revenues exceeding \$10M. In the event we're able to re-secure Sourcewell's uniform contract we are confident our program will, at a minimum, double over the course of the contract if not grow 2.5-3X based on ongoing sales efforts, management and rep awareness of the program and all the marketing and educating of Sourcewell members and/or prospective members these past 9 years.</p>
10	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Please see the attached "UniFirst FY 2019 Annual Report," And the "UniFirst Standard Bank and Credit Responses" file. UniFirst's Dunn and Bradstreet Rating 5A2</p> <p>UniFirst is debt free, our balance sheet position allows us to commit to our industry leading product/facility reinvestment. That reinvestment will allow you to enjoy the best in class service from the Premium Supplier in the industry for the life of the facility service partnership.</p> <p>We are also the quality leader in the industry. Our executive focus and capital investment is all directed into improving our Laundry operations and customer experience. 95% of our revenues are from our core competency - rental laundry programs. Compared to our top two competitors, rental laundry represents roughly 77% of Cintas's revenue and only 9% of Aramark's revenue. Our financial position compared to our top two competitors with Aramark carrying \$7.87 billion and Cintas carrying \$2.54 billion in debt, with their efforts to reduce their debt burden, limits their ability to reinvest in their laundry infrastructure and customer's inventories.</p> <p>Ensuring quality, starts with product selection and account set-up. Unlike many of our competitors that have invested resources in other lines of business such as food related services, fire extinguishers, bathroom & carpet cleaning and put in place lucrative commission structures for their drivers to cross sell to their existing customer base, UniFirst's primary business is Laundry. Each Route Service rep is judged and bonused each year on the customer retention numbers within their given route with top performers who keep 100% of their customers each year rewarded with a 5 night trip to a luxury resort to celebrate their accomplishment (The Cove at the Atlantis Bahamas in 2019).</p> <p>That commitment to excellence for our customers was built from the ground up by our founding family (and the majority shareholders in our company) based on our founding Core Values (which remain in place today): Customer Focus, Respect for Others, and Commitment to Quality. UniFirst's primary business objective is to provide its customers with only the best services possible, along with great-looking, image-enhancing uniforms, work clothing, and facility service items. All of our ongoing investments and efforts are focused on accomplishing one thing, which is our number-one long-term goal for UniFirst: to become universally recognized as the best service provider in our industry.</p> <p>To accomplish that goal, we have the largest network of ISO certified laundering plants in our industry. UniFirst maintains 260 facilities throughout North America. By having our plants ISO certified, we help ensure a consistency of quality that supports our commitment to providing best-in-class service and products to all of our customers.</p> <p>Each of our customer-servicing plant operations earned the internationally recognized ISO 9001 certification. The majority of our company-owned manufacturing facilities operate within ISO 9001:2015 certified quality management systems. ISO certification requires operations to document and follow workflow processes in detail in order to maintain ongoing maximized efficiencies in processes and productivity. ISO certifications can only be earned (and maintained) following in-depth quality and conformance audits by a recognized third-party certifying authority.</p> <p>UniFirst also maintains a state-of-the-art distribution center in Owensboro, Kentucky and has one plant in Cave City, Arkansas that specifically manufactures its own line (approximately 97% of the mats we place in service), of high-quality commercial floor mats. ISO 9001:2015 Certification, validates the fact that UniFirst has continuous improvement processes in place "to ensure that we consistently meet or exceed all of our customer's expectations." In-house manufacturing, producing millions of products annually, provides a unique level of vertical integration that not only lowers the cost for our customers, but also permits the creation of custom-designed mats for image-conscious companies.</p>

11	What is your US market share for the solutions that you are proposing?	16%	*
12	What is your Canadian market share for the solutions that you are proposing?	17%	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>We manufactured approximately 67% of the garments we placed in service during the fiscal year ended August 31, 2019 ("fiscal 2019"). These were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontract manufacturers that we utilize to supplement our manufacturing capacity in periods of high demand. That means the products are made to withstand the punishing industrial laundry process. We also include products from other fine manufacturers noted for work wear quality and toughness.</p> <p>The Company operates 260 locations, serves over 300,000 customers throughout North America, puts nearly 2 million people in work apparel each business day and employs more than 14,000-plus team partners. Our business is the Rental, Lease and Sale of work clothing, uniforms, protective apparel, career-wear, and facility services products to businesses in virtually all industrial categories.</p>	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>UniFirst is in good standing in the state of its incorporation, is qualified to do business in each state in which it proposes to provide products and/or services and has all licenses and permits necessary or required to provide such products and/or services.</p> <p>UniFirst operates the largest network of ISO 9001:2015 certified laundry facilities in the world. It has manufacturing facilities, and its primary distribution center is ISO 9001:2015 Certified. This process includes the creation of detailed training and communication programs for all team partners on maintaining appropriate procedures for quality and service controls.</p> <p>UniFirst maintains a state-of-the-art distribution center in Owensboro, Kentucky and three ISO 9001-2015 Certified garment manufacturing facilities in Mexico and also a manufacturing facility in Nicaragua. In-house manufacturing, producing millions of garments annually, provides a unique level of vertical integration that not only lowers the cost of uniforms we offer through our uniform programs, but also permits the creation of custom-designed garments for image-conscious companies. The latter often affords UniFirst a distinct competitive advantage.</p> <p>UniFirst belongs to the following Associations:</p> <p>Food Service Grocery Manufacturers/Food Products Association American Association of Meat Processors International HACCP Alliance.</p> <p>Environmental Uniform and Textile Service Association (UTSA) Textile Rental Services Association (TRSA) Laundry Environment Stewardship Program (LaundryESP®) U.S. Green Building Council (USGBC) Canada Green Building Council (CaGBC). Energy Star and Green Lights® Business Partner Green Seal™ certified Eco-LogoM certified</p> <p>Healthcare AORN (Association of Operating Room Nurses) APIC (Association for Professionals in Infection Control and Epidemiology) ASHES (American Society for Healthcare Environmental Services) NADONA (National Association Directors of Nursing Administration) NFSI (National Floor Safety Institute),</p> <p>We also offer food industries specialized uniform programs that are consistent with the guidelines of Hazard Analysis Critical Control Point (HACCP) and the Global Food Safety Initiative (GFSI).</p>	*

16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	UniFirst operates 260 locations, serves over 300,000 customers throughout North America, puts nearly 2 million people in work apparel each business day and employs more than 14,000 team partners. As such, to the best of our knowledge and belief, and without any duty of investigation, we have no knowledge, in the last 10 years, of any suspension or debarment proceedings that apply to UniFirst as defined under 48 CFR Chapter 1 - Federal Acquisition Regulation.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Work Apparel UniFirst Brands Industrial Uniforms Work Shirts Work Pants Outerwear Flame Resistant Clothing High Visibility Workwear Healthcare Uniforms & Apparel Food Service Apparel ESD & Anti-Static Garments</p> <p>Uniform Services Uniform Rental Programs Val-U-Lease Program Direct Purchase Programs National Account Programs</p> <p>Facility Services Floor Mat Services <ul style="list-style-type: none"> • WALK-OFF MATS • SCRAPER MATS • ANTI-FATIGUE MATS • "WET AREA" MATS • MESSAGE & LOGO MATS Floor Mop Services <ul style="list-style-type: none"> • WET & DRY FLOOR MOPS • MICROFIBER FLOOR MOPS Wiper & Towel Services <ul style="list-style-type: none"> • SHOP TOWELS • MICROFIBER TOWELS Restroom Services <ul style="list-style-type: none"> • SOAPS & HAND CARE • HEAVY-DUTY HAND CLEANERS • PAPER TOWELS & SANITARY TISSUE • AIR FRESHENERS • SHAMPOO, SHOWER & BATH Hand Hygiene Services <ul style="list-style-type: none"> • PURELL HAND SANITIZERS • MEDICAL SOAPS & SURGICAL SCRUBS Cleaning Solution Dispensing Services</p> <p>Safety & PPE <ul style="list-style-type: none"> • Safety Masks • Ear Plugs • Eyewash Stations • Flame Resistant Clothing • Industrial Safety Gloves • Hard Hats • High Visibility Clothing • Safety Glasses </p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Our Company continues to be honored by communities throughout North America for our environmental efforts. Utilities in Missouri and Texas, for example, presented UniFirst with “gold” awards for water safety and environmental-friendly treatment processes; other sanitation districts from Virginia to Kansas have also presented UniFirst with “Green” awards for the care we take in protecting local environmental resources.</p> <p>We have even been recognized for our environmental efforts within the specialized field of laundering and decontaminating apparel for the nuclear power industry. Exelon Corporation, one of the nation’s largest nuclear power providers, presented our company with its Environmental Leadership Award, citing our “lengthy record of (processes and) services that are environmentally responsible, safe, and of superior quality.” These are just a few of the many types of awards and recognitions we receive every year.</p> <p>UniFirst has secured the No. 9 spot on Apparel magazine’s “Top 50” apparel companies list. This is the 13th consecutive year that Apparel magazine ranked UniFirst as one of America’s top 50 apparel companies, and the second time the company has appeared in the top 10. To be eligible for the Apparel listing, public companies had to record at least \$100 million in annual sales; rankings were based on overall performance and financial management. UniFirst appears in the top 10 alongside some of America’s most popular clothing companies including Nike, Canadian Goose, and lululemon athletica.</p> <p>In 2019 UniFirst was, once again, named by Selling Power magazine as one of the top companies to sell for in America. That’s 16 years in a row.</p> <p>Top 5, A+ ranking on list of “America’s Most Trustworthy Public Companies” (TGF Analytics).</p> <p>Forbes’ Platinum 400 List “Best Big Companies in America.”</p> <p>Forbes Magazine Names UniFirst Corporation to its 2019 America’s Best Employers List. UniFirst has been selected as one of “America’s Best Large Employers” for 2019. The list ranks the top 500 employers across 25 different industries in the United States...</p> <p>Glassdoor’s “25 Best Companies for Career Opportunities” list.</p> <p>UniFirst Ranked by Newsweek as One of “America’s Best Customer Service” Providers 2020.</p> <p>UniFirst has been included on Barron’s second annual list of the 100 Most Sustainable Companies in the United States...</p> <p>Boston Globe’s “Top 100 Performing Companies” list. All companies on the list are judged by their increased sales, profits, and return on shareholder’s equity. Capital IQ, a Standard & Poor’s business, provided the analytics for this year’s Globe 100 using Securities and Exchange Commission filings and corporate reports.</p> <p>UniFirst was once again recognized for its commitment to diversity from two different organizations—2020 Women on Boards and the TRSA (Textile Rental Services Association).</p> <p>UniFirst has won a 2019 APEX Award of Excellence for the design and implementation of the company’s recent President’s Club promotional mail campaign.</p> <p>This is the second consecutive APEX award that UniFirst has earned for their marketing communications programs—last year having won an award for the cover design of the company’s Uniform Rental Catalog. This year’s winning entry focused on UniFirst’s President’s Club, a prestigious designation that recognizes and rewards top salespeople for achieving challenging year-long sales goals.</p> <p>UniFirst has won a Bronze Stevie® Award for its LEAP (Leadership, Education, and Performance) management development program in a new category for 2019—Sales Recruitment Initiative of the Year...</p>
19	What percentage of your sales are to the governmental sector in the past three years	<p>Government sector sales falls under “Other” (16%), which includes:</p> <ul style="list-style-type: none"> • Oil and Gas Extraction, • Government, Retail, • Other Industries
20	What percentage of your sales are to the education sector in the past three years	<p>The Education sector sales (15%), falls under “General Services,” which includes:</p> <ul style="list-style-type: none"> • Business Services • Health and Educational Services

21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	UniFirst is an approved contracted supplier for these and other Group Purchasing Organizations (GPOs): Amerinet Champs Group Purchasing MedAssets Premier Sales volumes are confidential.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	UniFirst does not have any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that we hold.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Jacksonville	Richard Woodroof- City Manager	910-938-5200	*
City of Wilmington	Ellen McGowan- Sr Finance	910-343-1069	*
City of Germantown	Cathryn Perdue, CPPB, SPSM, Assistant Director of Procurement	P: (901) 751-7601	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not for Publication	Government	Virginia - VA	Uniform/Facility Services Rental	\$1,905 (Average weekly invoice)	\$297,201	*
Not for Publication	Non-Profit	Washington - WA	Uniform/Facility Services Rental	\$1,874 (Average weekly invoice)	\$292,288	*
Not for Publication	Government	Virginia - VA	Uniform/Facility Services Rental	\$1,650 (Average weekly invoice)	\$257,451	*
Not for Publication	Government	North Carolina - NC	Uniform/Facility Services Rental	\$678 (Average weekly invoice)	\$105,710	*
Not for Publication	Education	California - CA	Uniform/Facility Services Rental	\$672 (Average weekly invoice)	\$104,836	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	Direct employees across the US and Canada for Sales = 1230, and for Route Service Team partners that overlap with delivery and Route Sales = 2542	*

26	Dealer network or other distribution methods.	<p>We manufactured approximately 67% of all garments which we placed in service during fiscal 2019. These garments were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontract manufacturers that we utilize to supplement our manufacturing capacity in periods of high demand. The balance of the garments used in our programs are purchased from a variety of industry suppliers. Currently, we also manufacture approximately 97% of the mats we place in service at our plant in Cave City, Arkansas.</p> <p>We note that our three apparel manufacturing plants in Cardenas, Valles and Ebano, Mexico have been awarded ISO 9001:2015 certification by Perry Johnson Registrars, an internationally recognized certifying authority. This ensures that the garments and emblems we design are produced with better quality, greater economy, and shorter response times to our customers.</p> <p>This ISO 9001:2015 certification speaks volumes about our commitment to quality in general and in particular about the quality manufacturing management systems that UniFirst now has in place at these garment manufacturing facilities. The output of these plants is shipped directly to our ISO 9001:2015 certification Distribution Center in Owensboro, KY for subsequent utilization by our customer service centers located throughout North America. This state-of-the-art Owensboro Distribution Center has systems and processes that allow for the incredibly fast delivery of products to our customers.</p> <p>Fast, accurate delivery -- UniFirst has invested over \$35 million in the state-of-the-art distribution center in Owensboro Kentucky, designed from the ground-up to support high-volume National Account service requirements. In-stock product can be picked, routed, inspected, packed and shipped within five (5) business days.</p> <p>UniFirst's centralized distribution center in Owensboro, KY is a state-of-the-art facility which improves shipping and labor costs and increases the service level we can provide Sourcewell. We invite you to view our Owensboro six minute video tour at the following URL:</p> <p>http://www.unifirst.com/company/videos/centralized-distribution-center-owensboro-ky/</p> <p>In-house manufacturing, producing millions of garments annually, provides a unique level of vertical integration that not only lowers the cost of uniforms the Company offers through Rental Programs, but also permits the creation of custom-designed garments for image-conscious companies. The latter often affords UniFirst a distinct competitive advantage.</p> <p>UniFirst has excellent geographic coverage for rental programs. We have extensive rental service operations. Our network of over 260 Locations, serve Customers in 45 US States & the majority of Canada (not in HI, MT, ND, SD, and AK). For locations where we would not have coverage, we would use our best effort to subcontract to a local service provider.</p> <p>All services provided to all customers with operating locations within UniFirst's rental services area are provided exclusively by UniFirst personnel utilizing UniFirst owned or leased facilities and equipment. For locations that we do not currently service, we will use our best effort to subcontract to a local service provider. We serve over 300,000 customers throughout North America, putting nearly 2 million people in work apparel each business day.</p>
27	Service force.	1531 SERVICE

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We believe that effective customer service is the most important element in developing and maintaining our market position. Our commitment to service excellence is reflected throughout our organization. Our route service representatives are the first line of continuing customer contact, who are supported by local customer service representatives, local service management staff and local operations management leaders, all of whom are focused on addressing the ongoing needs of customers, constantly delivering high-value service and pursuing total customer satisfaction. Our proprietary information systems and our support service center enables us to respond to customer inquiries or issues within 24 hours, and our service personnel are specially trained to handle the daily contact work necessary to effectively manage customer relations.</p> <p>We measure the speed and accuracy of our customer service efforts on a weekly basis and, through our "Customers for Life" program, we continuously survey, record and report satisfaction levels as a means of evaluating current performance and highlighting areas for improvement.</p> <p>UniFirst's business hours are 8:00 A.M. to 5:00 P.M. daily local time (holidays and weekends excluded).</p> <p>To ensure Sourcewell and its members will have direct access to National Accounts we will also customize internal communication tools for your Member's employees. An example of those communications would be a customized 800 phone hotline, email (example: (MEMBER)@unifirst.com) and customized posters in all sites so that local people know who to contact for assistance and how to contact them.</p> <p>Your members experience countless customer interactions every day, so it's important that all of their team members look their best. As your uniform and facility services provider it's our job to make that happen. To accomplish this, we take a team approach to servicing your accounts.</p> <p>Your local UniFirst service team consists of the following trained service professionals working on your Member's account all the time....</p> <p>*Route Representative . . . they keep the program running smoothly day in and day out. They are responsible for picking-up dirty uniforms and delivering clean ones. There're also empowered to replace worn garments as needed, provide size exchanges and to handle any service issue on the spot. They are in short, the embodiment of UniFirst.</p> <p>*Service Manager . . . Their primary responsibility is to see to it your members are getting everything they need when they need it.</p> <p>*Customer Service Rep . . . available to provide immediate telephone assistance.</p> <p>In addition, this local team is aided by the National Account Service Team. Led by Sourcewell's dedicated Account Executive, this team is available in the event an issue needs extra attention, or your Member is not satisfied with our local response. Simply use the Service Hotline to communicate the issue. We will work with your Members and our local service team to ensure your Member's issue is resolved to their satisfaction, quickly and efficiently.</p> <p>Local Service Team: Call the local phone number provided on the weekly invoice. Account Executive: Jesse Daggett (contact via Hotline) or jesse_daggett@UniFirst.com Service Hotline: 877-382-4629</p> <p>If the local service team does not resolve the issue in the time specified, please contact the national account department using the dedicated Hot Line phone number or email.</p>
29	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>UniFirst looks forward to continuing and expanding upon our existing successful relationship with Sourcewell and your participating entities across the United States. We directly provide service in 45 US States (not in HI, MT, ND, SD, and AK). For locations where we would not have coverage, we would use our best effort to subcontract to a local service provider.</p>
30	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Rental laundry facilities are located to provide products and services to your participating entities across Canada in Montreal, Quebec City, Drummondville, Toronto, London, Ottawa, Scarborough, Fredericton, Lethbridge, Calgary, Edmonton, Reed Deer, Grand Prairie, Saskatoon, Regina, Taber, Medicine Hat, Vancouver and Kelowna. More than 85% of Canada's population can be served from these facilities.</p> <p>UniFirst looks forward to continuing and expanding upon our existing successful relationship with Sourcewell and across Canada.</p>
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Our network of over 260 locations, serve Customers in 45 US States & the majority of Canada (not in HI, MT, ND, SD, and AK). For locations where we would not have coverage, we would use our best effort to subcontract to a local service provider.</p>

32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	UniFirst will fully service all Sourcewell participating entity sectors that fall within our service territory. All services provided to all customers with operating locations within UniFirst's rental services area are provided exclusively by UniFirst personnel utilizing UniFirst owned or leased facilities and equipment. For locations that we do not currently service, we will use our best effort to subcontract to a local service provider.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>For Hawaii and Alaska locations that we do not directly service, we subcontract to local service providers who currently service some of our existing National Account Customers who have other locations outside of these areas.</p> <p>Further discussions are required for participating entities who are solely located in either Hawaii or Alaska.</p> <p>Please note that due to the cost of doing business in Alaska and Hawaii, Subcontractors in these states may charge a minimum of two times the prices quoted above. We will do our best to find a Subcontractor that will honor the program pricing, however actual prices are a function of the product in the program and the Subcontractors local business practices. Any alternative pricing for Alaska and Hawaii will be submitted for your approval prior to subcontracting any of your sites to a third party.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *	
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The goal of the UniFirst marketing program is to create a consistent understanding of our partnership both internally and externally. We leverage multiple channels for communication to get this message across in the most effective and relevant way possible. Our local team members are eager to expand on our existing successful national partnerships because they know how it leads to professional success.</p> <p>Our marketing material is simple and effective and speaks to the relevant concerns of your members and our local team's ability to successfully create partnerships. We are very dexterous in our ability communicate with your members and our local teams. It is the design of our marketing that ultimately creates that facilitates habits and behaviors that are conducive to success.</p> <p>We do this today and have been successfully promoting this opportunity. Please see the attached "Sourcewell sample welcome kit."</p>	*
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>UniFirst manages and optimizes its comprehensive internet-based Search Engine Optimization (SEO) and Search Engine Marketing (SEM) prospecting program to maximize UniFirst brand exposure via the web, gain increased website traffic to UniFirst.com, collect more qualified sales leads, and increase closed sale dollars directly related to these efforts. Programs include trackable results, reporting, and analyses, as well as direct ROI information. UniFirst Digital Marketing programs are intended to improve quality and numbers of current sales leads and conversions to new rental sales via UniFirst.com contact forms and call-ins to MRD. The goal is to continually increase related revenues annually, primarily through more targeted efforts and campaigns performed by our Digital Marketing Specialists, increased AdWord-type spends to include target markets/keywords, Shopify pages, and social media advertising. But, over time, the biggest boost we expect will come with the integration of our Marketo/Call Tracking platform and Microsoft Dynamics in 2020. This integration, planned for FY20, will provide additional ROI long-term via more accurate program tracking, as well as email marketing and other ongoing prospect "nurturing" opportunities, like ongoing targeted email campaigns to sales prospects, leading to improved results.</p> <p>UniFirst invests in cutting-edge Digital Marketing technologies to better compete in today's digital age and to effectively manage, track, and measure accurate ROI on all DM programs. Programs allow us the ability to more effectively run and more accurately report on DM activities, campaign data, testing, appointments, and sales results, as well as call-in leads and all sales leads from website form submissions. The following are some DM technologies that UniFirst currently invests in for both SEO and SEM: Marketo, CallTrackingMetrics (CTM), SEMrush, Web-CEO, SEOmoz, Premium Store Locator (zip code lookup), Google AdWords, Bing Search Ads, Google Remarketing/Retargeting, Social Media Advertising (Facebook, Instagram, Twitter, LinkedIn, etc.), Shopify (online catalogs), ZMags (interactive, flip-catalogs online), Google Reviews, Google Local Search</p>	*
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	It's clear that you're focused on the success of this partnership like we are. Your support and buy-in is vital to long term mutually beneficial success. Our ability to coordinate our communication is one that will open many doors for both our organizations on the local level.	*

37	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Yes. For those who prefer to own, UniFirst offers competitive pricing and an extensive workwear selection - as all of our items are available for purchase.</p> <p>Program Requirements: A service agreement would serve the best interest of both parties in the event that special or otherwise non-standard products, that UniFirst would also be expected to place into inventory, are specified.</p> <p>All our uniform rental items are available for your Customers to purchase. You may choose from thousands of UniFirst-manufactured products or other popular brands from trusted names like Landau, Fashion Seal, Dickies, Tri-Mountain & Port Authority.</p> <p>UniFirst can offer a custom e-procurement storefront web site personalized with for your Customer's graphics and content. Your Customer's logo can be included to give the feel the web site is an extension of their entity. The custom web site would only offer products and prices defined in the Contracted Offer.</p> <p>Orders can be transacted directly from the e-procurement web site. The e-procurement storefront is full-featured and completely functional with item personalization, order history, product specification, product graphics, purchase/spending limits.</p> <p>Once registration is completed each user would have a unique username and password with settings defining their authorized web site. The custom web storefront would be presented to the individual once logged in.</p> <p>A brief list of e-procurement storefront features and capabilities include:</p> <ul style="list-style-type: none"> • On-line Registration for the Program by employees via the Storefront. • On-line Order placement by registered employees via the Storefront • On-line Order placement by a purchasing agent on behalf of a group of users. • On-line Order history review by registered employees or by a purchasing agent on behalf of a group of users. • The Program will manage specific products, attributes, and pricing and personalization options for your contracted offer. • Purchase Limits via our Managed Program module. Your Customer's balances would be loaded here • Tracking and enforcement of pre-defined spending limits at the individual employee level. • Payment methods available are: Accounts receivable (A/R), Credit card, and Individual purchase limit (A/R). • In addition to the products included in the offer, the entire UniFirst product catalog can be accessed, if desired, by a separate registration. • Accessible 24 hours, seven days a week. • On-line display by login showing spend by employee, if applicable. • Estimated Delivery Date
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Table 8: Value-Added Attributes

Line Item	Question	Response *
38	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>UniFirst can provide training or instruction of our goods and services through the local Service Centers. At the time of your Member's transition.</p> <p>The Account Executive can help identify further areas that your Members feel may require further instruction. Additionally, they may contact the Customer Service team at the local Service Centers for further assistance.</p> <p>For Rental Programs during implementation, a dedicated account executive will coordinate the time and efforts of our Site General Manager, District Service Manager, Route Sales Representative, Office Services Personnel, & Customer Services Representatives. The account executive will coordinate with your Member's representative to ensure their site managers are informed of the implementation plan the same time UniFirst managers are.</p> <p>We will require the willing participation of a site representative or representatives (perhaps from each functional area . . . defined to mean any area or group that requires individual billing) to attend site installation planning meetings; and, a meeting room within your Member's facility suitable for sizing and meeting purposes. Employees will have to be made available for sizing purposes, according to an agreed upon plan and schedule; and, ideally Member's should have available pre-prepared forms that detail each employee name (by sizing group), indicating the type and quantity of garments that each individual is entitled to receive.</p> <p>Necessary site permits, if any, will have to be secured and any site orientation sessions, including any safety programs that our employees may be required to attend, will also have to be scheduled and coordinated.</p>

Visits are planned with each functional group (i.e. plant manager, safety manager, buyer, etc. ...) prior to the installation of services. During this visit, our representatives will introduce UniFirst and explain the uniform rental process in detail, being careful to answer any and all questions fully. Orientation pieces entitled "Welcome to UniFirst" will also be left in each functional area.

Following installation, repeat visits will be scheduled to ensure that each functional area and each employee fully understands the Member/UniFirst uniform services program.

We will have a UniFirst service team of suitably qualified personnel in place to support the supplies and services being offered to the Members. In the implementation and day-to-day servicing of a program, questions and issues can and do come up. The UniFirst service team will be there to support the Members and deal with questions and issues effectively and quickly. Your Member's service team will consist of...

- Customer Service Manager . . . His/Her primary responsibility will be to see to it Members are getting everything they need when they need it.
- Customer Service Reps . . . Committed to exceeding your Member's expectations. Customer Service Reps are trained service professionals that are empowered to deliver consistent and reliable service every day. If service issues arise our Customer Service Reps will be ready to resolve any problems your Members may have.
- Account Executive . . . Provides direction and council to our Customer Service Reps. The Account Executive will coordinate any changes to the established Member's program. In addition, he/she will audit performance and work to ensure that we perform up to your Member's expectations.

To assist and guide your Member's team through a Direct Purchase program we can provide them with"

- A classroom style training introducing the features of the program. We can review the basic set-up of an account; step-by-step demonstrated the ordering process and walk the user through the final steps in placing the order. One location, one or two day training session.
- Training is normally done by scheduled conference call with Users accessing their own custom website with practice orders being placed.
- Provide documentation to highlight the one... two ... three's... of the storefront and the ordering process
- Or, if they decide to go it alone their storefront will be designed with an easy to access help feature
- Our professionally trained Customer Service Representative are ready to resolve any problems your Member's may have

UniFirst can help you design a training program to fit your Member's needs. The portal is guaranteed to be as easy to use as many found on the web today, but there may be questions.

We can also provide instruction on how to access the portals for reporting or direct purchase programs.

<p>39</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>UniFirst has long maintained a leadership position in developing and implementing technology for the textile service industry. From our ISO 9001:2015 certified state-of-the-art Distribution Center (325,000 Sq. Ft.), our newly implemented PeopleSoft platforms with deliverable eCommerce solutions via the Internet, to our new CRM system, UniFirst is leading the industry in delivering advanced business solutions. Capital reinvestment in technology for new systems and automated facilities continues to exceed that of our competitors. We welcome the opportunity to host your supplier selection team at any of our operations to further demonstrate the UniFirst difference.</p> <p>The UniFirst fleet of customer delivery and support vehicles follows proper maintenance schedules and all our drivers consistently follow best practices to conserve fuel consumption. We use "Roadnet® Route Optimization," which consolidates routes for increased efficiencies. By driving significantly fewer miles, we're drastically reducing our carbon footprint. This is an ongoing initiative being followed by our delivery vehicles throughout the United States and Canada. The benefit to your Members: We're driving fewer miles each day, keeping costs and emissions down, while delivering the same levels of excellence in service to our customers.</p> <p>UniFirst has developed a National Account Charter with an intensive focus on our most important deliverable...CONSISTANT APPLICATION OF PRODUCTS, SERVICES AND PRICING ACROSS ALL REGIONS OF NORTH AMERICA. To this end, UniFirst has developed a system called NACS . . National Account Customer Setup (NACS). NACS enables us to efficiently communicate your Member's program requirements to each local UniFirst Customer Service Center that will be servicing the Member. We create a customized National Account Customer Profile that details how the Member's account will be serviced. It includes pricing, product as well as all service requirements. NACS allows us to distribute the Customer Profile on a schedule mutually agreed to by the Member and UniFirst. NACS also creates the officially recognized Installation Authorization that tells our local Service Centers to begin the program implementation. It also allows us to track implementation progress to ensure that target dates are met. This carefully orchestrated internal communication is essential to us applying your Member's programs consistently across all of their locations.</p> <p>UniFirst's proprietary bar coding system provides an accurate pick-up and delivery report to the Client, at the time of product delivery, on a weekly basis. These weekly reports, printed on your premises, detail the number of garments that are picked up for cleaning from, and delivered clean to, a given location or sub location, within a given location. This, in turn, will enable the Client to clearly identify who last had possession of the garments, and thus who is responsible for any loss of the subject garments.</p> <p>UniFirst tracks garments throughout all internal and external processes using advanced laser and digital camera bar code technologies. This proprietary system is ideal to help prevent delivery shortages and secure information better than other scanning methods, including radio frequency (RF) chip systems. And unlike RF tracking, that embeds chips into garments to transmit information, our approach does not transmit data and never compromises wearer comfort or privacy.</p> <p>When your Members participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of their choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your Member's employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).</p>
<p>40</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Environmental Stewardship</p> <p>UniFirst was one of the first in the textile services industry to re-engineer all of its operations to become a "greener" and more environmentally friendly Company. We were also one of the first members of the EPA's Green Lights and Energy Star Buildings programs, which combine business strategies with environmental protection and energy conservation at all corporate facilities. And every single UniFirst laundry production facility uses computerized processing equipment to maximize fuel and energy efficiencies, while minimizing waste. In 1997, UniFirst joined the Laundry Environment Stewardship Program (LaundryESP), an industry initiative with a singular focus to protect the environment. As a result of reworking all routine operational practices, UniFirst (and our industry) achieved and continues to maintain considerable reductions in water and energy usage.*</p> <ol style="list-style-type: none"> 1. Water use: 12.5 percent reduction. 2. Energy use: 11.8 percent reduction. 3. Pollutants discharged: 40 percent reduction. 4. Peroxide bleaches: 100 percent increase in usage for wash formulas, resulting in less use of chlorine bleaches (which can combine with other chemicals to create non-biodegradable byproducts). 5. Enzyme-based detergents: 57 percent increase (these cleaners are primarily used in food and healthcare textiles; their use reduces the need for higher temperature wash formulas, thereby reducing energy costs). <p>* All data was subject to a quality check by Collier Shannon Scott, Environomics of Bethesda, Maryland and Georgetown Economics (D.C.).</p> <p>From the moment a piece of clothing or other textile product enters one of our processing facilities, every item is carefully sorted and placed into specially designed slings that are tagged as to garment type and soil level. They are then weighed and sent to designated washers that have been pre-programmed — based on the specifics of the load — to use the exact amounts of cleaning agents, water, and cleansing temperatures to maximize processing efficiencies and prevent unnecessary waste.</p>

Computerized wash formulas determine the correct water levels and temperatures, what detergents and additives are needed, the length of the wash cycle, and any other additional information that the specific clothing or soil type might require. And when the cleaning cycle is completed, sophisticated computer controls automatically tip and empty washers onto moving conveyors which transfer the laundry to preprogrammed computerized driers. Under these advanced systems, there's little likelihood for human error or accidental waste of resources.

We take extraordinary care with all the by-products produced by our laundry operations. Our ongoing investments in water and air treatment technologies help assure that everything we return to the environment is "clean," safe, and nonpolluting.

Environmental Sustainability

Additional services and benefits that are "typical" services are a testament to how UniFirst is an environmentally-friendly company. At UniFirst Corporation, we believe in protecting the environment. That's why we continually focus on sustainability and always strive to become a "greener," more environmentally-friendly Company in all aspects of our operations. Whether it's the precise uniform processing procedures we follow to ensure resource conservation and environmental protection, the thoughtful energy-saving practices we use at our 260 facilities, the careful fleet maintenance and driving procedures we have firmly in place, the manner in which our ancillary services and products are designed and manufactured, or the work uniform and facility services options we provide our customers to help them meet their sustainability goals...all we do consistently takes environmental sustainability into consideration.

Our Values

From modest beginnings in an eight-stall garage in Boston, MA in 1936, UniFirst has grown to become a billion dollar industry leader in the Uniform and Textile Services business. In part, our modern day success story is a result of our following the three Core Business Values established by our founder Aldo Croatti. These values, which continue to act as the foundation for our corporate culture, are:

1. CUSTOMER FOCUS — Customer Satisfaction is the best measure of how well we deliver quality. It's our overriding goal and at the center of our "Customers for Life" business philosophy.
2. RESPECT FOR OTHERS — We consistently treat those in our personal and business lives with the same consideration and understanding we wish for ourselves.
3. COMMITMENT TO QUALITY — Evidenced by our constant focus on "doing it right the first time" and our commitment to ISO certifying each of our service operations to ensure quality is the hallmark of all we do.

In order to fulfill our overriding goal for total Customer Satisfaction, UniFirst Team Partners annually pledge to our "10 Essentials of Service."

1. Every Team Partner contributes directly to the Company's image.
2. It's in each of our jobs to handle any Customer requests quickly and address any user problem immediately.
3. We will always strive to fully understand each Customer's needs and aim to deliver service that exceeds their expectations.
4. Every Team Partner is responsible for identifying any defects in our products, processes and work methods, and for making recommendations for improvements.
5. We are ambassadors of the business, both inside and outside of the workplace.
6. We will take pride and care in our personal appearance.
7. Being part of a team means we can count on those around us.
8. There is no dishonor in not having the right answer, only in not acting quickly to seek it out.
9. Mistakes are inevitable. How quickly we correct them and how well we communicate the remedies makes the difference between customers who remain upset and those who come away more loyal than before.
10. We must ultimately create exceptional job stability and continuously increase shareholder value.

In the Office

In 2008, our Information Services Department initiated a project to reduce the number and size of both servers and personal computers. By adopting latest technologies, the initiative reduced electrical costs and lowered the amount of cooling required from air-conditioning units. The project also extends the life of many computers, keeping unwanted waste materials out of recycling bins and landfills. In addition, paper and bottle recycling bins are located throughout all areas of our corporate offices and remote locations.

Additionally, all 260 UniFirst facilities are networked by more than 3,000 PCs and we consistently add new technologies that allow for more electronic options with our routine business activities – both internally and externally – thereby significantly reducing overall paper usage.

Route planning and optimization software has saved roughly 1.7 million gallons of fuel annually, which produces nearly 34 million less pounds of CO2 each year.

Uniforms, Work Apparel

Compared to purchasing, renting uniforms saves energy and decreases natural resource

consumption (as noted above). Plus, our work garments are built to last longer than store bought apparel, our service programs maintain customer clothing to extend wear life, and our apparel is reused whenever possible. . . thereby resulting in reduced raw textile usage and less waste entering landfills and incinerators.

When appropriate, we also refurbish and transform pre-worn customer apparel into “like new” offerings for garment replacements. And when wear and tear finally takes its toll and the professional image of our customers could become compromised, we look to donate such clothing items to needy organizations in the U.S and abroad — in effect, giving them a “second life.”

Our Company manufactures more than half of the shirts and pants used in our rental service programs, and all aspects of the construction consistently keep clothing “longevity” in mind. For instance, our shirt and pant designs use reinforced triangular tacking at the corners of pockets to prevent ripping and tearing that could be caused by repeated contact. Similarly, our fabrics are carefully selected for weight/hand (feel) to withstand constant abrasion, as well as the industrial laundry process. And, although we use more stitches per fabric inch to produce higher quality construction, this additional thread use is more than offset by the extended garment life we achieve. We’ve also computerized our textile cutting systems to assure minimal waste of fabric and our “modular” assembly construction process maximizes efficiencies and the overall use of resources.

Virtually all of our millions of rental uniforms in service are delivered to customers on recycled wire hangers. Helping to prevent them from simply being tossed into waste bins, UniFirst maintains hanger recycling programs at customer sites. We also recycle such items as wood pallets, paper products, and fluorescent light bulbs wherever possible.

Finally, to ensure that all our processes are operating as efficiently as possible and resources are being conserved, our uniform manufacturing and distribution facilities have earned ISO certification. And, we’re currently on schedule to have all our laundering service facilities ISO certified as well.

Ancillary Products

UniFirst offers a wide variety of environmentally friendly programs in Floorcare and Restroom/Hygiene Services. These products have been designed with environmental sustainability in mind. And when they’re included as part of a fully managed service program, they can help our customers earn LEED* points that qualify them for environmental certification by the U.S. Green Building Council.

(*Leadership in Energy and Environmental Design, a national benchmark for the design construction and operation of high performance green buildings.)

Floor Mats

Our floor mats are 100% PVC free and are specially constructed to capture and hold dirt and moisture from the soles of shoes and to prevent track-off and unnecessary soiling and cleaning of customer facilities. By literally trapping pounds of contaminants, UniFirst mat systems help protect expensive flooring surfaces, ventilation systems, and sensitive electronic equipment — all of which translates into less cleaning and use of chemicals.

We manufacture all our floor mats to last for at least five years, and recycle our scrap by-products. By comparison, mats purchased at most retail outlets will typically last just one year, thereby adding more vinyl and rubber components to the “waste stream.”

Microfiber Mop/Wiper Technology

Our reusable Microfiber mops and wipers are ultra-light and designed to clean hard surfaces without chemicals and water. The U.S. Environmental Protection Agency (EPA) notes that such products can reduce chemical usage by 95 percent. For soiled surfaces requiring water and cleaning agents, we offer wet mops and towels that feature super absorbent natural fibers that have been treated with antimicrobial agents in order to prevent the growth of mold, mildew, and odor-causing bacteria.

The result: one-time, faster, more efficient cleanings. By using these reusable Company products versus disposables, EPA life cycle assessments show that solid waste can be reduced by 210 percent and water usage by as much as 12,590 percent.

Hand Towels and Sanitary Tissue

Our towel and tissue products are Green Seal and Eco-Logo certified, and manufactured from base paper that is 100 percent recycled. And our portion-control (one-at-a-time) paper dispensing systems are available with both mechanical and electronic touch-free options to help reduce unnecessary waste. Studies have shown that these dispensers reduce paper usage by 25-35 percent, resulting in less landfill dumping and incineration.

Soaps and Hand Care

Our soap and hand care products are provided by vendor-partner GOJO, a manufacturer of a wide range of “green” and biodegradable hand cleaning/disinfecting products. GOJO’s Green Seal and Eco-Logo designated products are specially formulated for use in the types of work environments our Company serves and are available in a variety of touch and non-touch, portion controlled, dispensing options so as to minimize waste

Odor Control Systems

We offer three, environmentally-conscious odor control program solutions. Our most popular system, called TCell, contributes to clean and fresh air in a 100% environmentally-friendly way. All air freshener delivery systems are 100 percent EPA compliant and refill components are recyclable.

41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	UniFirst is a proud member of the U.S. Green Building Council (USGBC) and Laundry Environment Stewardship Program (LaundryESP), is an Energy Star and Green Lights Business Partner, and offers Green Seal and Eco-Logo certified products.	*
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	UniFirst does not qualify as Women or Minority Business Entity, Small Business Entity, or veteran owned business.	*
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>As a supplier of work apparel programs, UniFirst possesses a wide-range of experience encompassing many industries, types of garments and users. In particular, we believe there are several points which uniquely qualify us to meet Sourcewell's requirements:</p> <p>Wearer sensitivity: We have extensive rental service operations throughout the United States and Canada. Every day nearly 2 million people wear a UniFirst rental uniform at work. And via our route delivery and sales organization we are in direct contact with many of them on a week-to-week basis. That means were constantly getting real time feedback from people wearing our clothes regarding their likes and dislikes, approvals and disapproval's, satisfactions and dissatisfactions. This constant stream of input allows us to constantly adjust both garments and garment programs to achieve greater wearer satisfaction. And what we learn from our rental wearers, we can directly apply to better serve the interests of our direct purchase program wearers whom we may not see every week.</p> <p>Self-Manufacturer: UniFirst presently makes over 75% of the shirts and pants used in its rental service programs and approximately 55% of the garments that it provides to all of its customers. This significant experience in making clothing gives us greater flexibility in creating custom programs for special customers and our significant size as a garment purchaser gives us leverage with subcontractors and suppliers when we're designing multi-faceted programs.</p> <p>Custom personalization: is a key element in most image apparel programs and UniFirst's extensive experience in both screen printing and embroidery represents an advantage for us as well. We have our own in-house screen printing and operate our own embroidery machinery. Our in-house graphics staff creates and digitizes scores of new customer personalization designs on a daily basis. This gives us greater control over the process of creating and delivering unique customer images through the combination of specially selected clothing and custom-applied design.</p> <p>Pressing of all shirts (US only, not in Canada): Provides a clean, professional appearance for all employees. Important if employees come in regular contact with both customers and prospective customers. Employees who look and feel good have higher morale and productivity. Pressing also allows us additional time to examine the garment for needed repairs. This additional step, that only this Vendor provides, allows us to catch those needed repairs that might otherwise slip through the cracks. Our pressing service is provided at no additional cost to our Clients.</p> <p>Control cost overruns: Our Garment Maintenance Program (if selected) eliminates all damage charges, except those that arise as a consequence of gross negligence. Our detailed reporting capability will allow you to identify the specific individual responsible for the loss or damage of a given garment, which in turn, will provide your management team with the information necessary to allow them to work with their employees to minimize these charges.</p> <p>Proprietary Bar Code Scanning System: UniFirst's proprietary bar coding system provides an accurate pick-up and delivery report to the Client, at the time of product delivery, on a weekly basis. These weekly reports, printed on your premises, detail the number of garments that are picked up for cleaning from, and delivered clean to, a given location or sub location, within a given location. This, in turn, will enable the Client to clearly identify who last had possession of the garments, and thus who is responsible for any loss of the subject garments.</p> <p>Guaranteed rates and charges: Our proprietary Account Management System (AMS) guarantees only the charges authorized and specified in our service agreement can be invoiced. Only the items of merchandise and/or services specifically authorized in the agreement can be provided to the client. Items of merchandise and/service not authorized in the enabling service agreement can only be invoiced with prior client approval.</p> <p>Customer Satisfaction System: No one works harder at making certain customers are</p>	*

		<p>satisfied than UniFirst. We don't wait for problems to come to us, we go out looking for them. Every customer is audited a minimum of twice a year to ask specifically about levels of satisfaction, areas where we can improve, and whether or not there are problems which need correcting. This proactive approach lets us uncover issues that might normally remain hidden and surfaces problems we might otherwise not hear about. It benefits both us and our customers and it's one of the reasons that over 98% of all current customers give us an "completely satisfied" or "satisfied" performance rating.</p> <p>Individual wearer survey cards are distributed approximately 2 times per year to assess wearer satisfaction or concerns.</p> <p>ISO Certified Manufacturing and Distribution: UniFirst manufactures and distributes the majority of its garments through a strict process controlled ISO 9001:2015 certified manufacturing and distribution system. This capability allows us to better manage our supply chain and negotiate favorable rates with fabric mills. The ISO certification ensures that consistently high quality manufactured garments will be delivered to the Client in a timely manner, through a proven documented distribution system.</p> <p>Speed of Service: Perhaps most important of all - particularly for a perspective customer with many geographically distributed operating locations - is a supplier's ability to deliver clothing quickly, completely and accurately. And here is where UniFirst has a leg-up on the competition. Our 320,000 square foot state-of-the-art distribution center in Owensboro, KY is the most modern and advanced in our industry, bringing "next generation" systems to the picking, personalization, packing and shipping of work clothing items. Designed specifically to accommodate the special need of both rental and direct purchase customers, this facility can process orders, including those with custom personalization, faster than any other in our industry. That means quicker delivery to every ordering location and higher levels of satisfaction for both wearers and the companies that employ them.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
44	Do your warranties cover all products, parts, and labor?	All items of Merchandise delivered by UniFirst will conform to Sourcewell's specifications set forth in our National Service Agreement and meet or exceed customary industry standards of quality, or non-conforming items will be replaced by UniFirst by the following normal delivery at no cost. All of the Services performed shall be executed in a good and workmanlike manner by qualified and careful workers, in accordance with industry standards of care and diligence normally practiced by firms performing services of a similar nature and in accordance with this Agreement. *
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Any garment with, tears, rips, holes, excessive staining, or other non-repairable defect incurred while in service or upon termination of the Agreement at a Facility is considered "Damaged." Damage is in excess of normal wear and tear (which is defined as a gradual thinning of the fabric over time) a garment experiences through normal wash and wear cycles, and inhibits the re-issue of the garment to another employee. Additionally, pursuant to contractual language, a garment has been personalized through Direct Embroidery or other customer dictated modification may be considered "Damaged" if the modification inhibits the ability to re-issue the garment to another customer.</p> <p>This damage beyond repair category is designed to ensure a balance between the need for a cost-effective solution while maintaining a high level of appearance integrity. Under this criteria, a garment will be deemed as "damaged beyond repair" for any of the following: *</p> <ul style="list-style-type: none"> • Any hole or tear regardless of size • Any single pen mark larger than one and one half inch • Any combination of ten or more pen marks • Any garment purposely written on • Any single stain larger than one inch in diameter • Any combination of ten stains or more • Any broken or poorly functioning zipper • Any broken straps or clips or missing snaps • Any bioburden or hazardous material contamination

46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>This is not applicable to an Industrial Landry Program.</p> <p>At the service level, any garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to your Members. And, we take care to inspect every rental garment every time we handle it. Upon pick-up and return to our service center, each garment receives a comprehensive ten point inspection. This system is backed-up by our wearer communication system which provides a continuous supply of service request tags at your Member's place of business so that any special repair needs can also be flagged by wearers to ensure that they get our immediate attention.</p> <p>UniFirst' exclusive "mend system" provides for a comprehensive ten point inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention.</p> <p>For shirts the 10-point inspection examines:</p> <ul style="list-style-type: none"> • Garment Cleanliness • Wearer Identification Tag • Collar • Shoulder Panel • Emblems and Pockets • Buttons and Front Panel • Underarm and Side Seams • Sleeves • Cuffs and Cuff Buttons • Back Panel <p>For pants the 10-point inspection examines:</p> <ul style="list-style-type: none"> • Garment Cleanliness • Wearer Identification Tag • Waistband and Belt Loops • Buttons and Fasteners • Zipper • Pockets • Crotch • Side Seams and Inseams • Seat Seam • Hem <p>In general, we believe that the garment should be repaired whenever it is possible to do so, provided its appearance or function is not materially impacted by the repair. This "judgment call" we leave to the discretion of operating staff. Some Customers require that they and they alone approve the retirement from service of any damaged garment. This process remains acceptable to UniFirst</p> <p>Repairs to individual garments are made so as to ensure the return of the repaired item with the Customer's next weekly delivery. In other words, a damaged garment picked-up on Tuesday, will be repaired and returned the following Tuesday.</p> <p>Our Change-As-Needed system provides for the automatic replacement of garments before they become so worn as to impact appearance or function. And, unlike many (if not all) of our competitors, UniFirst replaces all garments which wear out as a consequence of normal wear and tear with "new" garments.</p>
47	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>This is not applicable to an Industrial Landry Program.</p> <p>UniFirst' exclusive "mend system" provides for a comprehensive ten point inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention.</p>
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes.

49	What are your proposed exchange and return programs and policies?	Any garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to your Members UniFirst recognizes that not every employee stays the same size over time, so at no charge, we provide for clothing size exchanges whenever necessary	*
50	Describe any service contract options for the items included in your proposal.	UniFirst offers as an option, a Garment Maintenance Program (GMP). The Program involves an additional Weekly charge for each garment that is placed in service and replaces the practice of having ruin charges added to the weekly invoice. The practice of inspecting and reviewing garments on-site with Member Management is thus eliminated and the Weekly or Monthly service invoice remains relatively fixed. This allows Member Management and UniFirst Service teams to focus on providing "World Class" service to our Customers. Lost or unreturned garment fees are not currently covered under such a program. Developing a program for lost garments would be subject to further discussion at the appropriate time.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
51	What are your payment terms (e.g., net 10, net 30)?	CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.	*
52	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Depending upon individual needs, some may prefer our Val-U-Lease program. Customers enjoy all of the service, convenience, and benefits of our rental program, with the sole exception of the weekly water-wash service. • Suitability: Best suited for circumstances or situations that involve moderate to high employee turnover rates, coupled with low or light soil environments. • Program Requirements: Same as the Rental Program.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	There are multiple ordering approaches which might be of interest to you under the proposed program. They are listed below along with the primary advantages associated with each. Rental: • Route Service Representative: Speed, accuracy, and immediate sizing • Phone-Primary Advantages: Speed and interactivity, faxed confirmation • Fax-Primary Advantages: Speed and accuracy, faxed confirmation Direct Sale: • Custom Store Front/Internet: This on-line ordering has the primary advantages of: convenience, interactivity, colored pictures, descriptions, sizes, allowance programs, spending limits, multiple payment methods, program management/accountability, secure - Verisign® • Custom Brochure/Mail In: Available to all employees with or without internet access, color picture, descriptions, prices, includes pre-printed order forms, and convenience • Mail: Accuracy, faxed confirmation • Phone: Speed and interactivity, faxed confirmation • Fax: Speed and accuracy, faxed confirmation • E-Mail: Speed, accuracy, electronic record, electronic confirmation	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Customers can pay weekly invoices using a company credit or P-card. Our accounts receivable department will apply the weekly invoice amounts to the credit or P-card for each customer location.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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55	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>UniFirst evaluates the total potential volume for any particular National Account customer and prices the entire in accordance with our pricing models. Total usage levels are evaluated as part of the pricing, and UniFirst takes this into consideration and leverages the total potential of each account in order to come up with the most competitive rates available.</p> <p>In general, UniFirst provides service quotes to its Customers that represent its very best prices for the projected volume of business and the associated terms and conditions of service, as determined by our review of the RFP documents. This does not mean, however, that we necessarily expect to receive all of this business immediately, or even necessarily within the first year or two of the term of our Agreement, for that matter, as we realize that we frequently are required to await the natural expiration (by their terms) of any pre-existing agreements that our Customer might then have in place with any third party vendors.</p> <p>As with all things there is at least one exception to this general rule, which would arise in the event that a given Customer elected to award all of its business to two or more preferred vendors, each of whom was then expected to solicit business from each Customer operating location. In this instance, we would downgrade the value of the projected business volumes (raise the bid prices that we initially quoted) and then offer incentives (reduced prices) to be granted upon the attainment of certain specified earned revenue thresholds. The most Customer friendly option is the former, where our very best prices are offered from day one of the Agreement.</p> <p>Once our agreement is finalized our Account Management System ensures that only those products and prices enabled in the agreement can be invoiced locally. Consistent application of products and pricing across all of the local Member's operations, is guaranteed.</p> <p>All requests for exceptions (additions) to the originally negotiated contract requirements must be processed through predefined channels for approval. All pricing will be developed using the same pricing model used in the original bid effort to incorporate the same volume considerations.</p> <p>Rental Services Include:</p> <ul style="list-style-type: none"> » Water-wash of Rented Uniforms and Rented Items. Including inspection of all garments during the cleaning process and the pressing (US only), of all garments at no additional cost » Delivery of clean Rented Uniforms and Rented Items, on a stated weekly schedule. » Removal of soiled Ranted Uniforms and Rented Items, on a stated schedule. » Existing garments may be exchanged due to an Employee's changing size requirements at no cost to the Customer, though the emblem and garment preparation charges specified by the agreement will apply. » All Garment repairs needed due to normal wear and tear will be done at no cost to the Customer. » UniFirst will automatically replace garments before they become so worn as to impact either appearance or function. This replacement will be done at no charge to the Customer, though the emblem and garment preparation charges specified by agreement will apply.
56	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Sourcewell's program pricing is constant across the nation and therefore the discount/savings varies by market; i.e. savings on the Sourcewell program might be as high as 60-70% in metropolitan markets such as NYC whereas in central Kentucky the savings might only be 20-30%.</p> <p>We have included a comparison in the price list to show program rates vs standard local rates savings.</p>

57	Describe any quantity or volume discounts or rebate programs that you offer.	<p>A. Rental. The prices initially in effect under this Agreement, "Tier 1 Pricing" will be reduced by three percent (3%), "Tier 2 Pricing", for each of Customer's Participating Entities once the weekly rental revenues paid by each such Participating Entity exceeds \$2,000.00 per week, for a minimum of thirteen (13) weeks. Participating Entities shall have the right to aggregate the purchasing volume of all its Locations in order to meet the desired volume tier. The prices shall not be reduced retroactively; and, for purposes hereof, the phrase "weekly rental revenues" shall be defined to mean the total weekly invoice value, less any sums invoiced for loss / damage replacement, garment preparation, emblem, outsize garment, DEFE, minimum service charges, sale of disposable products, well as any applicable sales /use taxes.</p> <p>B. Direct. The prices initially in effect under this Agreement, "Tier 1 Pricing" will be reduced by three percent (3%), "Tier 2 Pricing", for each of Customer's Participating Entities once the total direct product purchases of each such Participating Entity exceeds \$104,000.00 per calendar year. Participating Entities shall have the right to aggregate the purchasing volume of all its Locations in order to meet the desired volume tier. The prices shall not be reduced retroactively; and "total direct product purchases" shall not be inclusive of any applicable sales/use taxes.</p>
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>UniFirst is a full-service provider of textile services, with much of the products being manufactured and much of the services being provided directly by UniFirst. As a part of our continued growth, we have aligned ourselves with several trusted vendor partners whenever we have customer requirements that don't align with our manufacturing core competencies (i.e. Non-Standard Options). All vendor partners must pass through our Vendor Approval process to ensure that they are financially solvent, and adhere to all manufacturing best practices and appropriate child/forced labor laws. Our vendor partners have been carefully selected based on product offering breadth, stocking position, and mutual business goals. This is an on-going effort to leverage our influence over these vendor partners in order to better guarantee the quality of services provided by any such vendor to any one of our customers. As an industry leader, UniFirst is able to leverage our size in order to negotiate the most favorable pricing and terms in the industry, a benefit that gets passed on directly to our customers.</p> <p>In situations where our vendor partner's products are used to support our customers, we will issue standard UniFirst (bulk) Purchase Orders for merchandise, on an as necessary basis. These orders will be filled and shipped directly to our distribution center in Owensboro, KY. Our vendor partners will then invoice UniFirst directly for their services. All other services (order administration, pick, pack, ship, customer services and overall program administration and management) will be directly performed by UniFirst personnel, utilizing UniFirst owned equipment and facilities.</p>
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached "Sourcewell Proposal," for a complete listing of all the associated Service Charges.

60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Rental: The delivery cost is included in the weekly rental rate.</p> <p>Direct Sales: Pricing is quoted F.O.B. Origin, sans applicable sales taxes, with applicable freight and handling charges being prepaid and added to the shipment invoice.</p> <ul style="list-style-type: none"> • United States - All Purchased Items are shipped via UPS standard ground service from our ISO registered Central Distribution Center in Owensboro, KY, unless instructions to the contrary are specified on the order. • Canada - All Purchased Items are shipped via Canadian Post standard ground service from our Central Distribution Center in Mississauga, ON, unless instructions to the contrary are specified on the order. <p>Expedited shipping (overnight) is available via FedEx or UPS Express. The cost of expedited shipping will be calculated on a case by case basis and we will pass along the true cost of shipping.</p>
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Due to the cost of doing business in Alaska and Hawaii, subcontractors in these states may charge a minimum of two times the prices quoted above. We will do our best to find a subcontractor that will honor the program pricing, however actual prices are a function of the product in the program and the Subcontractors local business practices. Any alternative pricing for Alaska and Hawaii will be submitted for your approval prior to subcontracting any of your sites to a third party.</p>
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>UniFirst's combination of the full weight of our ISO Certified Distribution Center Capabilities and our National Service Coverage can be brought to bear on the Sourcewell's requirements. Direct Sale and Rental programs are all supported from a merchandise perspective by our Owensboro, KY "state-of-the-art" Distribution Center. This facility has been built with the specific objective of providing the fastest most accurate order turnaround times in the industry and we are confident that this will enhance the UniFirst value proposition for Sourcewell Members.</p> <p>Our proposal represents "Best in Class" pricing based upon the Sourcewell estimated contract value and usage. Furthermore, we offer the following value-added services:</p> <ul style="list-style-type: none"> • ISO Certified Manufacturing and Distribution: UniFirst manufactures and distributes the majority of its garments through a strict process controlled ISO certified manufacturing and distribution system. This capability allows us to better manage our supply chain and negotiate favorable rates with fabric mills. The ISO Certification ensures that consistently high quality manufactured garments will be delivered to your Member in a timely manner, through a proven documented distribution system. • Guaranteed rates and charges: Our proprietary Account Management System (AMSiMozart) guarantees only the charges authorized and specified in our service agreement can be invoiced, Only the items of merchandise and/or services specifically authorized in the agreement can be provided to the Member. Items of merchandise and/service not authorized in the enabling service agreement can only be invoiced with prior client approval. • Virtually Unlimited Catalog: By using our partnerships with our long term vendor partners, our catalog is essentially limitless. Even if a desired garment is not currently manufactured by UniFirst, or featured in our Workwear Direct catalog, by Leveraging our relationships with our trusted vendor partners we can guarantee best-in-class pricing and service for any work apparel item. Service excellence is central to our culture, it begins with highly trained Customer Representatives who are fully dedicated to total Customer satisfaction and extends to all the contact personnel in our National Accounts Group who specialize in dealing quickly and efficiently to ensure that the specific service requirements of our National Account Customers are understood and consistently applied by our entire field Customer service centers.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	During the Term, UniFirst will, upon not less than thirty (30) business days prior written request, make available to Sourcewell no more than once per calendar year, at UniFirst's corporate offices, during normal business hours, the invoice reports and/or invoice documents from UniFirst pertaining to all invoices sent by UniFirst and payments made by Sourcewell's Members for all Products and Services procured under this Agreement. Sourcewell may employ an independent auditor or choose to conduct such audit on its own behalf. UniFirst shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, UniFirst will permit the auditor to review the relevant UniFirst documents. Sourcewell shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties.
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	UniFirst will pay Sourcewell an administrative fee of 2.0% (Two Percent) of the sales to Sourcewell or Sourcewell Members of Products and Services resulting from Sourcewell net of returns and allowances and, with regard to the Products procured hereunder, less applicable delivery charges. With regard to the Services procured hereunder the specified administrative fee will be paid net of any garment preparation, emblem, loss/damage, minimum stop the truck or applicable DEFE (Delivery, Energy, Fuel and Environmental) surcharges. Said administrative fees are to be paid within thirty (30) days after the end of each calendar quarter and commencing on the effective date of this Agreement.

Table 14: Industry Specific Questions

Line Item	Question	Response *
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Performance will be measured according to the following standards:</p> <p>A. Uniform Rental Services Your Account Executive will meet with you to discuss and identify continuous improvement targets. We will then create baselines from which we can measure future improvements. The Account Executive will then incorporate these improvement reports into the quarterly program review. Some of the areas we have included in continuous improvement projects for other customers include:</p> <p>1. On Time Installation: New locations will be installed into Service within eight (8) weeks following the conclusion of Company's employee measurement sessions. The time frame assumes standard garments within normal size ranges as defined in the contract price schedule. The target on time installation rate for new locations is 98%.</p> <p>2. Issue Resolution All service related issues that are communicated to Company will be addressed within 24 hours and Customer will notify Company when the issue is resolved to Customer's satisfaction. Company will utilize its RFCA (Request for Corrective Action) system to track any and all issues. Company will report all service issues and the time it takes to resolve issues to Customer's satisfaction.</p> <p>The following specific service issues may be submitted locally by Customer to Company. Company will address these issues at the local level following standard corrective actions.</p>

a. On Time Delivery and Pick Up:

A delivery and pick up will be considered on-time if the Merchandise arrives at the relevant locations on the specified delivery day, excluding Holidays, in which event, Company will give timely notice of the Holiday delivery schedule. Late deliveries resulting from a natural disaster, severe weather emergency, or road closures, will be excluded from this measurement.

Late deliveries will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

b. Service For New Employees:

New employees will receive their garments within one (1) week of the request for standard garments in normal size ranges as defined in the contract price schedule.

Instances of new employees not outfitted in one week will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

c. Merchandise Acceptance:

Merchandise will be considered accepted if the Merchandise is properly water-washed, pressed or steam tunneled and has no rips or tears that have not been repaired. If stains cannot be removed the Rented Uniforms or Rented Items, as applicable, the same will be reviewed with Customer's representative to determine responsibility for replacement costs.

Instances where merchandise is delivered in unacceptable condition will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

B. Uniform Direct Sale

Order Fulfillment

A minimum of 98% of in-stock inventory will be shipped to Customer within 5 – 7 business days after the order is placed.

2. Order Accuracy

Company will achieve a minimum of 98% order accuracy measured as a function of returned orders.

Total Customer Satisfaction is measured in terms of customer retention rates. At UniFirst, our minimum goal is 95%. All Customer Service Centers are required to do all things necessary to retain a minimum of 95% of their Customers (the "Customers for Life Program"). Again, each Customer Service Center is ranked best to worst and financial incentives are associated with the attainment of this goal.

UniFirst's Route Sales Representatives (RSR's) are paid on delivered revenue at a 7% commission rate. In addition to the commission program all RSR's have a \$6000 annual bonus opportunity based primarily on Customer Satisfaction and Customer Retention. The annual bonus opportunity generally represents between 15 and 20 percent of total compensation.

We believe that effective customer service is the most important element in developing and maintaining our market position. Our commitment to service excellence is reflected throughout our organization. Our route sales representatives are the first line of continuing customer contact, who are supported by local customer service representatives, local service management staff and local operations management leaders, all of whom are focused on addressing the ongoing needs of customers, constantly delivering high-value service and pursuing total customer satisfaction. Our proprietary information systems and our support service center enable us to respond to customer inquiries or issues within 24 hours, and our service personnel are specially trained to handle the daily contact work necessary to effectively manage customer relations.

We measure the speed and accuracy of our customer service efforts on a weekly basis and, through our "Customers for Life" program, we continuously survey, record and report satisfaction levels as a means of evaluating current performance and highlighting areas for improvement.

Every customer is audited a minimum of twice a year to ask specifically about levels of satisfaction, areas where we can improve, and whether or not there are problems which need correcting. This proactive approach lets us uncover issues that might normally remain hidden and surfaces problems we might otherwise not hear about.

		But it benefits both us and our customers and it's one of the reasons that over 98% of all current customers give us an "completely satisfied" or "satisfied" performance rating.
67	Describe your unique product attributes and advances, including specific examples related to product longevity or wear-resistance.	With our Change-As-Needed system, uniform garments are regularly replaced on a rotating basis when they reach a point where either appearance or function is compromised. There is no specific schedule, and actual replacements are very much dependent upon the type of garment, the material from which it is manufactured and the nature of its use.
68	Describe how your direct buy, rental, and/or leasing solutions complement the value of your program and offerings.	<p>UniFirst has a long and proud tradition of providing quality uniforms, Job-Fitted Work Clothes® and other image and safety enhancing workwear to businesses of all sizes and types. From industrial work shirts and pants, to work jackets and coveralls, to polos and executive wear, to lab coats and food service smocks - UniFirst offers work uniforms for virtually every occupation. Beyond a complete selection of the best work uniforms available, UniFirst also provides accessories like gloves, hats, and protective gear—making "single source workwear solutions" more than just a marketing slogan.</p> <p>We manufacture our work apparel in ISO certified facilities to ensure we consistently provide the most important garment features, benefits, and fabrics as defined by our customers. That's why the UniFirst family of workwear brands boasts unrivaled styling, comfort, durability, and protection; as well as wearer-friendly features like roomier cuts, more stitches per inch, and premium construction. And we supplement our own workwear product lines with those of other leading brands. So no matter the needs, UniFirst has the solutions customers demand.</p> <p>Rent, lease, or buy work uniforms Sourcewell's Members can assume as little or as much responsibility as they wish for their overall uniform program by electing to rent, lease, or buy. With the proper care and ongoing maintenance, Members can be assured their UniFirst workwear (and facility service) products are always in top shape.</p> <p>Work Uniform Rental includes program administration, laundering, delivery, repairs, replacements, and more. Learn more about our Uniform Rental programs.</p> <p>UniFirst full service uniform rental programs include: When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your Member's choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).</p> <p>How our rental programs work More than 260 UniFirst service centers throughout the U.S. and Canada provide a total uniform and Facility Service package. With a full service rental program, you get:</p> <ul style="list-style-type: none"> • Professional on-site needs analysis • More than 40,000 in-stock product SKUs to choose from • Measurement/fitting of each wearer conducted at your location(s) • Specified number of garments for each individual • Professional laundering and finishing • Regularly scheduled uniform deliveries and product replenishment • Inspection of all work clothing for rips, flaws, missing buttons, etc. • Automatic garment repairs • Automatic replacement of overly worn or damaged garments • Inventory control with itemization by employee (or product) • Quick outfitting of new employees • Full program management <p>Triple Pro Service You will get three dedicated UniFirst professionals working on your account at all times. There's a dependable Route Sales Representative who'll keep your program running smoothly day in and day out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request.</p> <p>Work Uniform Leasing includes all the facets of a Uniform Rental Program, but employees take care of laundering their own uniform garments.</p> <p>UniFirst Val-U-Lease uniform programs include: Depending upon individual needs, you may prefer our Val-U-Lease program. You enjoy the service, convenience, and all the benefits of our Full Service Uniform Rental Program, with the exception of the scheduled laundering services. But if you need occasional laundering, we can arrange that, too. And you'll still receive our uniform</p>

repair, replacement, and other maintenance services, as needed.

How our Val-U-Lease programs work

Like with our Uniform Rental programs, a UniFirst Val-U-Lease program eliminates upfront clothing investments in favor of low weekly charges. You're only billed for the number of workers actually "in uniform." Idle clothing costs are avoided, and you get top-quality, stylish uniforms of your choice... complete with custom company emblems and much more. Employees take care of uniform cleaning, but UniFirst takes care of everything else, including:

- Professional on-site needs analysis
- More than 40,000 in-stock SKUs and over 340,000 total product SKUs to choose from
- Measurement/fitting of each wearer conducted at your location(s)
- Specified number of garments for each individual
- Garment repairs
- Garment replacements of overly worn or damaged garments
- Inventory control with itemization by employee (or product)
- Quick outfitting of new employees
- Full program management

Triple Pro Service

You'll get three dedicated UniFirst professionals working on your account at all times. There's a dependable Route Service Representative who'll keep your program running smoothly day in and day out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request.

Work Uniform Purchase programs allow you to outfit your staff at competitive prices. And if you require occasional laundering or other garment services, we can provide that too. Learn more about our Uniform Purchase programs.

UniFirst Direct Purchase programs include:

For those who prefer to own, UniFirst offers competitive pricing and an extensive workwear selection - as all of our items are available for purchase.

Program Requirements: A service agreement would serve the best interest of both parties in the event that special or otherwise non-standard products, that UniFirst would also be expected to place into inventory, are specified.

All our uniform rental items are available for purchase. You may choose from thousands of UniFirst-manufactured products or other popular brands from trusted names like Landau, Fashion Seal, Dickies, Tri-Mountain & Port Authority.

69	Describe any unique advantages that your offering provides in terms of customization, personalization, alteration, fitting, and/or sizing.	<p>Custom personalization is a key element in most image apparel programs and UniFirst's extensive experience in both screen printing and embroidery represents an advantage for us as well. We have our own in-house screen printing and operate our own embroidery machinery. In our Owensboro distribution facility UniFirst owns and operates our own embroidery equipment for emblem making and direct embroidery.</p> <p>Our advanced emblem, embroidery, logo, and employee name personalization options keep your employees looking sharp and easily identifiable in your business branded logo apparel.</p> <p>Our in-house graphics staff creates and digitizes scores of new customer personalization designs daily. Software allows us to quickly produce an electronic rendition of any embroidery design or emblem. This gives us greater control over the process of creating and delivering unique customer images through the combination of specially selected clothing and custom-applied design.</p> <p>UniFirst has the industry's largest complement of personalization equipment. Our proprietary personalization workflow software enables us to personalize over 30,000 items every day, and 6,000 emblems per hour. We invite you to view our Owensboro six minute video tour at the link listed below.</p> <p>http://www.unifirst.com/company/videos/centralized-distribution-center-owensboro-ky/</p> <p>For Direct Purchase: Custom inseam lengths for pants are available at the point of order entry. UniFirst will hem to a specified length prior to shipment of the order. As part of the service offering, UniFirst will accept returns for size exchanges within sixty (60) days of order receipt at no additional charge (i.e. no restocking fees). Freight to ship returned merchandise is paid by the customer unless the return was necessitated by a UniFirst error.</p> <p>Custom sized garments, not in stock, that do not require a "special manufacturing cut" will ship in approximately 14 - 17 business days from the date of order receipt. Custom garments that require a special cut, depending on the particular circumstances at hand, could take up to 12 weeks to procure.</p> <p>For Rental Programs: UniFirst does not measure your employees. Rather, we have your employees actually try-on the garments as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive greatly assists the sizing process.</p>
70	Describe any unique advantages that your offering provides in terms of laundering, cleaning, mending and/or repair services.	<p>The Company's commitment is to provide top-quality service to businesses in a broad range of industries that require superior work clothing, career apparel programs, and other managed services. The major portion of the Company's business is Rental Service Programs, which provide customers with all necessary products plus weekly cleaning, maintenance, and any needed replacements for an affordable weekly fee.</p> <p>UniFirst leads the industrial laundry industry with our technology and reporting capabilities which gives your Member's management the tools needed to impact their spend level.</p> <p>UniFirst operates the largest network of ISO certified laundry facilities in the world. Our strict adherence to our SOP's ensure our national customers receive consistent and predictable quality coast-to-coast. At UniFirst, the finishing process is unique to the industry because every shirt that we finish is professionally pressed (not in Canada), as opposed to the traditional tunnel finishing processes employed by our competitors. The vary process that occurs as our shirt pressing equipment is "dressed" by our operator requires that the top button is closed, and the dress collars are hand shaped. Once these inspection points are completed, the front of the shirt is completely inspected, including emblem affixation and quality. The bottom shirt tails and sleeves are clipped to complete the initial shirt press process. The UniFirst "Ten-Point" Inspection process and "Change-As-Needed" programs are employed to identify product defects so that your Members can focus on their Clients.</p> <p>UniFirst's exclusive "mend system" provides (at no cost to your Members), for a comprehensive "Ten-Point" inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention.</p> <p>In general, we believe that the garment should be repaired whenever it is possible to do so, provided its appearance or function is not materially impacted by the repair. This "judgment call" we leave to the discretion of your Members. Some Customers</p>

require that they and they alone approve the retirement from service of any damaged garment. This process remains acceptable to UniFirst.

Our "Change-As-Needed" system provides (at no cost to your Members), for the automatic replacement of garments before they become so worn as to impact appearance or function. UniFirst is the only company in our industry who takes the additional step of proactively upgrading garments for our customers. Much of what our competitor's bill out as "damage" is actually the result of worn out uniforms that have not been replaced. Unlike many (if not all) of our competitors, UniFirst replaces all garments which wear out as a consequence of normal wear and tear with "new" garments.

UniFirst also recognizes that not every employee stays the same size over time, so we provide (at no cost to your Members), for clothing size exchanges to your Member's employees whenever necessary.

We commit to reinvesting 18% of revenues back into your garment inventory. The consistent upgrades (at no cost to your Members), keep your Member's inventory above the image and safety threshold where our competitors fall after the first couple years of service. We, at UniFirst, would be privileged to have the opportunity to host a tour of one of our operating facilities to demonstrate our competitive advantages in terms of garment finish quality and more importantly to you, finish appearance.

At every UniFirst ISO certified laundry facility, every single item is carefully sorted and placed into specially designed slings that are weighed before being sent to one of 14 different washers with capacities ranging from 75 to 700 pounds. Each wash lot is tagged as to the type of content and soiling so that operators can instruct a pre-programmed computer to use the correct wash formula for that particular load.

Under this system, there's virtually no opportunity for human error. Computerized wash formulas determine the correct water levels and temperatures, what detergents and additives are needed, the length of the wash cycle, and any other additional information that the clothing or soil type might require. And when the cleaning cycle is completed, sophisticated computer controls automatically tip and empty washers onto moving conveyors which transfer the laundry to pre-programmed computerized driers.

The automation process is extremely precise, and it allows UniFirst personnel to monitor each process from start to finish to ensure overall quality—from the most efficient use of energy and wash chemicals to the overall level of cleanliness. Should any minor error or malfunction occur, such as water not reaching a specific temperature, an alarm sounds and the entire process comes to an immediate halt until the problem is fixed.

The following controls are used to limit loss and damage.

- All garments are counted at Customer pick-up, again upon receipt at our plant and again at delivery . . . all documented on the weekly service invoice.
- All garments are individually barcoded to identify specific location, day of service and individual employee.
- Our UniTrack bar coding system provides an accurate pickup and delivery report to the Client, at the time of product delivery, on a weekly basis. These weekly reports, printed on their premises, detail the number of garments that are picked up for cleaning from, and delivered clean to, a given location or sub location, within a given location. This, in turn, will enable the member to clearly identify who last had possession of the garments, and thus who is responsible for any loss of the subject garments.
- Internal garment control systems back at our service center are designed to eliminate delivery shortages
- Our Garment Maintenance Program (if selected) eliminates all damage charges, except those that arise as a consequence of gross negligence
- Garment lockers are available to secure clean garments and for better housekeeping of soiled garments.
- Lost Damage Report - provides a detailed summary (monthly or quarterly) of the lost and damage charges invoiced for each Member's site. The report shows the garment information as well as the employee name.

We are committed to conducting our business in a fair, honest and responsible manner in accordance with all environmental and governmental regulations and with the highest standards of business ethics. UniFirst stresses energy conservation measures throughout all its facilities. Our laundry production facilities feature

	computerized processing equipment that ensures these operations are not wasteful in any way with respect to fuel and energy usage. With 260 locations throughout North America, we have also found that seemingly small conservation measures, such as installing energy efficient equipment, motion-activated lighting, and automated thermostats, are cumulatively producing big savings. We also make sure that each of our fleet of customer delivery and support vehicles follows proper maintenance schedules, and that all of our drivers follow best practices for vehicle fuel performance.
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Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Financial Strength and Stability UniFirst.zip - Wednesday April 08, 2020 13:05:35
 - [Marketing Plan/Samples](#) - Sourcewell sample welcome kit.pdf - Wednesday April 08, 2020 16:19:01
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell Proposal.docx - Thursday April 09, 2020 14:04:22
 - Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Uniforms_RFP040920 Fri April 3 2020 12:04 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Uniforms_RFP040920 Thu April 2 2020 08:09 AM	<input checked="" type="checkbox"/>	3
Addendum_5_Uniforms_RFP040920 Thu March 19 2020 10:46 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Uniforms_RFP040920 Tue March 3 2020 11:20 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Uniforms_RFP040920 Thu February 27 2020 04:04 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Uniforms_RFP040920 Fri February 21 2020 02:33 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Uniforms_RFP040920 Thu February 20 2020 03:41 PM	<input checked="" type="checkbox"/>	1



CONTRACT EXTENSION

Contract Number: #040920-UFC

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and UniFirst Corporation (Vendor) 68 Jonspin Road, Wilmington, MA 01887 have entered into Contract #040920-UFC for the procurement of Uniforms with Related Products and Services. The Contract has an expiration date of May 22, 2024, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of May 22, 2025. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

UniFirst Corporation

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/19/2023 | 9:29 PM CDT

DocuSigned by:
Steven Sintros
By: 44D50AFD3ADB4B8...
Steven Sintros
Title: CEO
Date: 7/19/2023 | 10:29 AM CDT



NEW ACCOUNT EXISTING ACCOUNT

INSTALLATION DATE _____
MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) CITY OF BREA LOC. NO. 324
 ADDRESS 545 N BERRY ST ROUTE NO. _____
BREA, CA 92821 DATE 2/05/2024
 PHONE (714) 990-7760 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/ NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
0102-LSSHT 65/35 WORKSHIRT		1		124	0.15		18.60	
0202-SSHT 65/35 WORKSHIRT		1		97	0.12		11.64	
03UM-LSSHT-UNIFIRST MICROCHECK		1		60	0.17		10.20	
04UM- SSSHT UNIFIRST MICROCHECK		1		53	0.21		11.13	
1002-PNT-65/35 SOFTWILL PLAIN FRON		1		401	0.20		80.20	
1034-SHORT-65/35 PLAIN FRONT 10.5		1		28	0.16		4.46	
10B6-PNTPOLY/COTTON CELL PHONE		1		56	0.25		14.00	
12KB-SHORT-65/35 CELLPHONE PKT		1		17	0.23		3.91	
3002-COVERALL-65POLY 35COTTON		1		65	0.30		19.50	
5388-MAT 3X5 SCRAPER		1		5	1.28		6.40	
60FC-FEND/SEAT COV(BARCODE)EACH		1		5	0.55		2.75	
76GA-MAT-3X5 GREAT IMP 2.0		1		2/1	1.28		1.28	
76GB-MAT-4X6 GREAT IMP 2.0		1		2/1	2.05		2.05	
76GC-MAT-3X10 GREAT IMP 2.0		1		2/1	2.57		2.57	
Minimum weekly charge applies, equal to 75% of the initial weekly install value.							226.29	

OTHER CHARGES	AMOUNT
Garment preparation per piece	0.50
Name emblem per piece	0.65
Company emblem per piece	1.30
Direct Embroidery: Wearer name per piece	0.35
Company name per piece	N/A
AMERICAN FLAG EMBLEM	3.25

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	3.00
Restock/Exchange per piece	3.00
Automatic Wiper Replacement	NO
Automatic Linen Replacement	NO
DEFE (See description on reverse side)	15.00
Energy Charge	3.00

PAYMENT TERMS: C.O.D. E.F.T. Approved Charge³

COMMENTS

• Pricing via Sourcwell (Contract #040920-UFC) and is based on a 60 month service agreement. Sourcwell City of Brea Account #18490.

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: USIEL ARREGUIN ORTEGA 3-14-2024 ACCEPTED: _____
SALES REP (Print Name) DATE CUSTOMER (Signature) DATE

ACCEPTED⁵: [Signature] 3-14-2024
LOCATION MANAGER (Signature) DATE CUSTOMER (Print Name and Title)

Frank Quiroz MSM
LOCATION MANAGER (Print Name and Title) EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² Merchandise which is Val-U-Leased is not cleaned by UniFirst.
³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.
⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

PAGE 3 OF 3
CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/SEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

(* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof, and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.



City Council Regular Meeting Communication

Resolutions Approving Executive Compensation Plan Amendments to Comply with CalPERS Reporting Requirements

Meeting	Agenda Group
Tuesday, April 2, 2024, 7:00 PM	CONSENT CALENDAR Item: 3D
TO	FROM
Honorable Mayor and City Council Members	Mario Maldonado, Human Resources Manager

RECOMMENDATION

Adopt resolutions approving Amendment No. 23 and Amendment No. 24 to Executive Compensation Plan Resolution No. 92.124 approving changes to Executive Compensation Plan to Comply with CalPERS Reportable Compensation Requirements.

BACKGROUND/DISCUSSION

Executive compensation is established by City Council resolution and may be modified from time to time by additional resolutions. The City originally adopted a comprehensive Executive Compensation Plan (Resolution No. 92-124) on November 25, 1992. Periodically the City Council updates the Executive Compensation Plan and Benefits Policy through amendments to reflect changes in salaries and benefits affecting our Executive employees. To date, the original resolution has been amended 22 times. At times updates are implemented based on changes required by law, audits or when circumstances come to the City’s attention that certain provisions need revisions to comply with the California Public Employees’ Retirement System (CalPERS) regulations.

In 1992 the City established guidelines for a “Performance Incentive Program” to compensate and reward exceptional performance by City executives. This Performance Award Program (Bonus Pay) was audited by CalPERS in 2015 and it was determined to be in compliance with CalPERS reporting requirements. Also, in 2014 the City Council approved revisions to the Executive Compensation Plan to compensate an executive assigned to perform Assistant City Manager duties through an Assignment Pay process that was deemed to be reportable to CalPERS.

CalPERS requires that only compensation earned as defined under specific Government Code and corresponding administrative regulations can be reported to CalPERS and be considered in calculating retirement benefits for both Classic members and PEPRA employees. In order to determine the amount of compensation earnable, a member’s pay rate is limited to the amount identified on a publicly available pay schedule and compensation plan benefits (MOU or Compensation Plan Resolution). Therefore, in order for any compensation to be considered reportable to CalPERS, it requires that it must meet the definition of Government Code 20636 “Compensation Earnable” for Classic members or Government Code 7522.34 “Pensionable Compensation” for PEPRA members, and must be pursuant to CCR 571 (Classic) and 571.1 (PEPRA).

It is necessary from time to time to review and adjust the compensation plan to ensure it is compliant with the California Public Employees’ Retirement System (CalPERS) compensation reporting regulations. After a recent CalPERS compensation review with their Compensation Compliance and Audit Resolution Unit, the City was informed that some compensation that falls under the Executive Compensation Plan, was not being reported in accordance with CalPERS reporting requirements. Specifically, they cited that the City’s Performance Award Program available to all executives and the Assignment Pay Program (“Management Incentive Pay”) relied on to compensate one employee assigned to Assistant City Manager duties were not compliant with reporting requirements. To comply with the CalPERS compensation reporting regulations, the City

worked with CalPERS' audit team to revise language in the Executive Compensation Plan that would meet regulatory compliance. It was determined that the City must retroactively adopt the salary range(s) for the Assistant City Manager/Director classification and revise the Performance Award Program description effective July 10, 2021. On March 22, 2024 CalPERS informed the City it had determined as follows:

- The revised Performance Award Program (Bonus Pay) does qualify and is reportable as an item of Special Compensation for Classic Employees only, in accordance with the specifically listed and defined items of Special Compensation in CCR 571, specifically Bonus. ***Bonuses are not reportable for PEPRAs employees, pursuant to Gov. Code 7522.34 and CCR 571.1.
- The Salary (Section E of attached Resolution Amendment No. 23) does qualify and is reportable as normal base Payrate and Earnings, pursuant to Gov. Code 20636, 7522.34 and is compliant with CCR 570.5 (Pay Schedule Requirements).

As it relates to Executive employee(s) subject to these provisions, CalPERS has advised City staff that following the approval of the attached policies/resolutions by City Council during a public meeting, the amended Personnel Action Forms and revised Annual Employees Evaluations will be submitted for further consideration and shall be fixed retroactively to July 10, 2021. CalPERS' standard statute of limitation is to go back three years on corrections.

FISCAL IMPACT/SUMMARY

These revisions are necessary to comply with CalPERS reporting requirements and the adjustment will allow the City to remain competitive in the current labor market to continue to attract and maintain quality executives. This action authorizes the City to implement salary range adjustments retroactively to the Assistant City Manager/Director classification and clarifies eligibility criteria to receive Performance Award Pay.

The net financial impact to the General Fund is minimal and at this point there is no fiscal impact to the adopted budget for FY 2023-24 due to built in budget projections for salary and benefits.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Mario E. Maldonado, Human Resources Manager

Concurrence: Kristin Griffith, Administrative Services Director

Attachments

RESOLUTION NO 2024-018 ACM Salary Schedule Retro 2021CalPERS 04.02.2024.pdf

RESOLUTION NO 2024-019 Performance Bonus Pay Retro 2021 CalPERS 04.02.2024.pdf

RESOLUTION NO. 2024-018

**AMENDMENT NO. 23 TO RESOLUTION NO. 92-124 OF
THE CITY OF BREA TO RETROACTIVELY REVISE
RESOLUTIONS 2021-056 AND 2022-074 (AMENDMENTS
NO. 19 AND NO. 21) OF THE EXECUTIVE
COMPENSATION PLAN AS AMENDED**

A. Recitals

(i) On November 25, 1992, as amended October 5, 1993, November 7, 1995, December 19, 1995, May 7, 1996, February 17, 1998, September 7, 1999, February 6, 2001, October 16, 2001, September 17, 2002, November 16, 2004, September 20, 2005, September 5, 2006, August 21, 2007, April 20, 2010, June 7, 2011, June 17, 2014, November 17, 2015, May 7, 2019, September 21, 2021, July 19, 2022, November 15, 2022, and June 20, 2023 the CITY OF BREA, a municipal corporation ("CITY" hereinafter) adopted and approved Resolution 92-124, a "Resolution of the Council of the City of Brea Amending the Executive Compensation Plan as Amended."

(ii) It is the desire of the CITY to further amend said Resolution (2021-056 and 2022-074).

(iii) In order to mitigate misreporting of compensation, it is necessary from time to time to review and adjust the compensation plan to ensure it is compliant with the California Public Employees' Retirement System (CalPERS) compensation reporting regulations.

(iv) After a recent CalPERS compensation review with their Compensation Compliance and Audit Resolution Unit, the CITY was informed that some

compensation that falls under the Executive Compensation Plan, was not being reported in accordance with CalPERS reporting requirements.

(v) To comply with the CalPERS compensation reporting regulations, the CITY has determined it shall retroactively adopt the salary range(s) for the Assistant City Manager/Director classification that has been dormant for some time.

(vi) All amendments set forth in this Resolution shall retroactively be effective July 10, 2021, unless specifically provided herein.

B. Resolution

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea, as follows:

1. Amend Section 1, "Executive Compensation Plan," item E, "Salary"

shall be retroactively amended to read as follows:

E. SALARY

Effective July 10, 2021, salary ranges shall be as follows:

Class Title	Monthly Salary Range	
	Minimum	Maximum
Administrative Services Director	\$14,946	\$17,504
Assistant City Manager/Director	\$17,125	\$20,054
Community Development Director	\$13,936	\$16,422
Community Services Director	\$14,105	\$16,361
Fire Chief	\$16,610	\$19,318
Police Chief	\$16,957	\$19,987
Public Works Director	\$14,538	\$17,157

Effective November 26, 2022, salary ranges shall be as follows:

Class Title	Monthly Salary Range	
	Minimum	Maximum
Administrative Services Director	\$15,395	\$18,029
Assistant City Manager/Director	\$17,639	\$20,655
Community Development Director	\$14,354	\$16,915
Community Services Director	\$14,528	\$16,851
Fire Chief	\$17,108	\$19,897
Police Chief	\$17,466	\$20,587
Public Works Director	\$14,975	\$17,671

Effective July 8, 2023, salary ranges shall be as follows:

Class Title	Monthly Salary Range	
	Minimum	Maximum
Administrative Services Director	\$17,282	\$20,239
Assistant City Manager/Director	\$18,167	\$21,276
Community Development Director	\$16,068	\$18,935
Community Services Director	\$15,477	\$17,952
Fire Chief	\$18,882	\$21,961
Police Chief	\$20,176	\$23,782
Public Works Director	\$16,229	\$19,152

Effective July 6, 2024, salary ranges shall be as follows:

Class Title	Monthly Salary Range	
	Minimum	Maximum
Administrative Services Director	\$17,801	\$20,846
Assistant City Manager/Director	\$18,712	\$21,914
Community Development Director	\$16,550	\$19,503
Community Services Director	\$15,941	\$18,490
Fire Chief	\$19,449	\$22,619
Police Chief	\$20,782	\$24,495
Public Works Director	\$16,716	\$19,727

APPROVED and ADOPTED THIS 2nd DAY OF APRIL, 2024.

Christine Marick, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing resolution was introduced at a regular meeting of the City Council of the City of Brea, held on the 2nd of April 2024, and was adopted by the following votes:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAINED:	COUNCILMEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

RESOLUTION NO. 2024-019

**AMENDMENT NO. 24 TO RESOLUTION NO. 92-124 OF THE
CITY OF BREA AMENDING THE EXECUTIVE
COMPENSATION PLAN AS AMENDED**

A. Recitals

(i) On November 25, 1992, as amended October 5, 1993, November 7, 1995, December 19, 1995, May 7, 1996, February 17, 1998, September 7, 1999, February 6, 2001, October 16, 2001, September 17, 2002, November 16, 2004, September 20, 2005, September 5, 2006, August 21, 2007, April 20, 2010, June 7, 2011, June 17, 2014, November 17, 2015, May 7, 2019, September 21, 2021, July 19, 2022, November 15, 2022 and June 20, 2023, the CITY OF BREA, a municipal corporation ("CITY" hereinafter) adopted and approved Resolution 92-124, a "Resolution of the Council of the City of Brea

Amending the Executive Compensation Plan as Amended."

(ii) It is the desire of the CITY to further amend said Resolution No. 92-124.

(iii) In order to mitigate misreporting of compensation, it is necessary from time to time to review and adjust the compensation plan to ensure it is compliant with the California Public Employees' Retirement System (CalPERS) compensation reporting regulations.

(iv) After a recent CalPERS compensation review with their Compensation Compliance and Audit Resolution Unit, the CITY was informed that some compensation that falls under the Executive Compensation Plan, was not being reported in accordance with CalPERS reporting requirements.

(v) To comply with the CalPERS compensation reporting regulations, the

CITY has determined it shall retroactively adopt revised Performance Award Program language to include further details that designate the compensation as Bonus Pay for CalPERS reporting purposes and clearly identifies three performance ratings levels eligible for said pay.

(vi) All amendments set forth in this Resolution shall retroactively be effective July 10, 2021, unless specifically provided herein.

B. Resolution

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea, as follows:

1. Amend Section 1, "Executive Compensation Plan," item D, "Performance Award Program" shall be retroactively amended to read as follows:

D. PERFORMANCE AWARD PROGRAM ("Bonus Pay")

Annual Performance Awards are available to all qualified Executives who demonstrate exceptional performance of their duties during the prior year. These awards shall be called "Bonus Pay" in accordance with the California Public Employees' Retirement System (CalPERS) definition of reportable special compensation and may be granted to all Executives whose performance is "Outstanding/Superior" or "Exceeds Expectations" during the review period. Bonus Pay shall be recommended and approved by the sole discretion of the City Manager, and shall be based on the achievement of mutually agreed upon goals and objectives which are above and beyond performance expectations. Executive performance will be evaluated, but not limited to the following categories: Customer Service; Leadership, Judgement and Decision Making; Communication; Planning and Organizing; Accomplishment of Organization and City Council Priorities and Projects and Community Engagement.

At the end of the review period, employees will be rated on their demonstration of competencies, which describes their overall performance for the year, using the following rating scale:

- Outstanding/Superior
- Exceeds Expectations
- Meets Expectations
- Below Expectations

Outstanding/Superior - Employee demonstrates particularly excellent sustained performance that is of such high quality that organizational goals have been achieved that would not have been otherwise.

Exceeds Expectations - Employee demonstrates unusually good performance that exceeds expectations in critical areas and exhibits a sustained support of organizational goals.

Meets Expectations - The employee demonstrates good, sound performance that meets organizational goals.

Below Expectations - The employee's performance shows development areas that require correction and improvement.

Modifications to the individual's performance plan can be made based on changes in position, business operations or shifts in strategic direction, which may affect the individual's plan or the levels of performance associated with it. The individual's plan should not be changed due to individual preference or actual performance.

Determining Bonus Pay –

Bonus Pay should be defined under a system that is based on an individual Executive's performance to achieve exceptional results. Bonus Pay will be paid for individual's achieving a "Meets Expectations" or higher overall rating performance based on the criteria documented in the City's annual evaluation.

The amount of the award that an Executive earns is based upon the City Manager's assessment of the Executive's achievement of expected results in achieving goals and objectives and their overall performance. The amount of the award is based on the base salary the employee received during the previous review period.

The following table describes a standard Bonus Pay Program at the City of Brea:

Bonus Pay - Matrix

Overall Performance Rating	Bonus Pay
Outstanding / Superior	7-10% of base salary
Exceeds Expectations	4-6% of base salary
Meets Expectations	1 - 3% (Not Reportable to CalPERS)
Below Expectations	0% (Not Eligible)

Performance awards may not exceed ten (10%) percent of an Executive's annualized salary range maximum and awards are reported to the CalPERS as earned in the reporting period. In accordance with CalPERS reportable compensation guidelines (CCR 571), Bonus Pays are only reportable to CalPERS for Classic Members; PEPRAs Members are excluded for reporting, but can still be granted Bonus Pay.

Executives shall be eligible to receive Bonus Pay annually on their anniversary date. Bonus Pay will be paid in a lump sum and are not considered part of the Executive's

base salary.

Any combination of merit salary adjustment and Bonus Pay may not exceed ten (10%) percent of the top step of the Executive's applicable salary range.

The purpose and advantages of the Performance Award Program are that:

- It gives the City the flexibility to pay the most productive Executives above the median in the labor market.
- It provides a clear signal that the City wants to encourage and reward exceptional performance standards.
- It targets the group of employees that can have the most significant impact on the City.
- It is cost effective in that the Bonus Pay is not built into the base salary of the Executive for future years.
- It improves the City's ability to recruit and retain quality Executives.

APPROVED and ADOPTED THIS 2nd DAY OF APRIL, 2024.

Christine Marick, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing resolution was introduced at a regular meeting of the City Council of the City of Brea, held on the 2nd of April 2024, and was adopted by the following votes:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk



City of Brea

City Council Regular Meeting Communication

Award Annual Pavement Striping Maintenance Contract to Orange County Striping Services, Inc,

Meeting	Agenda Group
Tuesday, April 2, 2024, 7:00 PM	CONSENT CALENDAR Item: 3E
FROM	
Bill Gallardo, City Manager	

RECOMMENDATION

Award Annual Pavement Striping Maintenance Contract to Orange County Striping Services, Inc., and authorize the City Manager to execute the Agreement.

BACKGROUND/DISCUSSION

The City of Brea has over 3,000 street legends, pavement markings, and 114 lane miles requiring repainting for increased visibility and traffic safety. The City's previous contract with Orange County Striping Service, Inc. recently expired on February 28, 2024, and was for traffic striping service in an amount not-to-exceed \$60,000 annually. This amount meets the City's painting and street marking needs on a three-year cycle.

Staff prepared a Request for Proposal (RFP) and posted the information on the CIPList.com website in January for contractors to view and download project information. Two contractors responded to the RFP on January 30, 2024. Staff reviewed the proposals to determine their capabilities to furnish the staff and equipment necessary to perform the work at a competitive price and meet the City of Brea's requirements for high-quality work and responsiveness to production goals. After reviewing the proposals and pricing, and adding all bid items, staff ranked the bidders as follows:

1. Orange County Striping Service, Inc. \$209,248.80
2. PCI \$300,944.70

The review process showed that both contractors could perform this service, with Orange County Striping Service Inc. scoring better than PCI in background and pricing. Staff found Orange County Striping Service, Inc. pricing to be the most cost-effective for the City's needs and their references with other agencies to be outstanding. For these reasons, staff recommends awarding the annual street striping contract to Orange County Striping Service, Inc. to maintain pavement legends, striping, and markings of identified locations throughout the city.

OPTIONS CONSIDERED

Public Works has considered performing this work in-house, but due to the specialized nature of this type of service, it does not have the equipment or manpower to perform this work. Contracting these services is more economical without the need for additional personnel and equipment.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their March 26, 2024 meeting and recommended for Council approval.

FISCAL IMPACT/SUMMARY

Staff solicited proposals for a traffic striping contractor and two bidders responded. Following the review of the submitted proposals and price comparisons, staff recommends awarding the contract to Orange County Striping Service, Inc. This

would be a one-year contract with provisions for renewal for up to four (4) additional one-year periods, for a total amount of \$209,248.80 for all five years. The award recommendation is based on the ability demonstrated by Orange County Striping Service, Inc., to meet all of Public Works requirements, including pricing, responsiveness, and overall stability of the company. Public Works Street Division, will budget \$60,000 per year in the General Fund Professional Services account 110-51-5121-4249 for this work. No additional appropriation is needed.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Jerry Mestas, Supervisor, Streets Division

Concurrence: Michael Ho, PE, Public Works Director

Attachments

Attachment A -RFP for Traffic Striping 2024.pdf

Attachment B- Orange County Striping Service Inc. Proposal.pdf

Attachemnt C - Agreement.pdf



CITY OF BREA

PUBLIC WORKS DEPARTMENT – STREET DIVISION

REQUEST FOR PROPOSALS (RFP)

24-01-08

**Traffic Striping & Pavement Markings
Throughout
The City of Brea
January 9th, 2024**

Key RFP Dates

Issued:	January 9, 2024
Written Questions Due:	January 23, 2024, 2 pm
Proposals Due:	January 30, 2024, 2 pm

**Prepared in the office
of the
Director of Public Works
Brea, California
January 2024**

**Contact:
Will Wenz, Public Works Superintendent
willw@cityofbrea.net
714-990-7695**

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CITY OF BREA

PUBLIC WORKS DEPARTMENT STREET DIVISION

REQUEST FOR PROPOSALS (RFP)

Traffic Striping & Pavement Markings
Throughout the City of Brea

January 2024

PROPOSAL SUBMITTALS: Responses to the Request for Proposal (RFP) are to be submitted to and must be received by:

Will Wenz
Public Works Superintendent
Public Works Department - Streets Division
545 N. Berry St.
Brea, CA 92821-5732

No later than 2:00 P. M. on January 30, 2024. Original and one (1) copy of the proposal shall be submitted in a sealed envelope and marked: "Traffic Striping & Pavement Markings." **Proposals received after the specified date and time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

Will Wenz
Public Works Superintendent
Phone: 714-990-7695
Email: willw@cityofbrea.net

SECTION I
INSTRUCTIONS TO OFFERORS

SECTION I - INSTRUCTIONS TO OFFERORS

A. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives.

B. ADDENDA

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals.

C. CITY CONTACT

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

**Will Wenz
Public Works Superintendent
Public Works Department – Streets Division
City of Brea
545 N. Berry St., Brea, CA 92821-5732
Phone: 714-990-7695,
Email: willw@cityofbrea.net**

D. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the City in writing in accordance with Section E.2 below. Should it be found that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter which will be e-mailed to all offerors.

2. Submitting Requests

- a. All questions must be put in writing and must be received by the City contact in Subsection "C", above, no later than 2:00 p.m., January 23, 2024, via E-Mail: Will Wenz, Public Works Superintendent, e-mail

address is willw@cityofbrea.net.

- **City Responses**

Responses from the City will be emailed to proposing firms no later than close of business on January 24, 2024. Proposing firms must email their contact email addresses to willw@cityofbrea.net with the subject title "Email notifications for Traffic Striping Throughout Brea."

E. SUBMISSION OF PROPOSALS – TIME SCHEDULE

1. Date and Time

Proposals must be received on or before 2:00 p.m. on January 30, 2024.

Proposals received after the above specified date and time will not be accepted by the City and will be returned to the Offeror unopened.

TIME SCHEDULE:

City Issues RFP	January 9, 2024
Written Questions Due	January 23, 2024
Deadline for Submission of Proposals	January 30, 2024
Interviews	To Be Determined
Award by City Council	February 2024

2. Address

Proposals delivered in person or mailed shall be submitted to the following:

**Will Wenz,
Public Works Superintendent
City Service Center
545 N. Berry Street
Brea, CA 92821**

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

3. Identification of Proposals

Offeror shall submit original and one (1) copy of its proposal in a sealed package, addressed as shown above, bearing the Contractor's name, contact name, email, and address and clearly marked as follows:

"Traffic Striping & Pavement Markings"

4. Acceptance of Proposals

- a. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

F. PRE-CONTRACTUAL EXPENSES

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

G. BID(S)

Submit bid(s) schedule(s), signed, on the provided bid schedule sheet, in a separate sealed envelope, that includes a breakdown by item as outlined. Bid(s) must be submitted on an individual award and not multiple contracts.

The Offeror shall enter into an agreement with the City based upon the contents of the RFP and the contractor's proposal. The City's standard form of agreement is included in Section IV.

H. 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. Contractor and its sub-contractors 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. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

I. INSURANCE REQUIREMENTS

The contractor shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than **A: VII**. These minimum levels of coverage are required to be maintained for the duration of the service contract:

INSURANCE REQUIREMENTS FOR CONTRACTORS/CONSULTANTS SERVICE CONTRACTS

(e.g., janitorial service, movers, on-site equipment maintenance agreements, tow service, tree maintenance, road maintenance, welding, plumbing, painting, and electrical work)

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. THEY SUMMARIZE, BUT DO NOT SUPERSEDE, THE INSURANCE REQUIREMENTS ADDRESSED WITHIN THE BODY OF THE BID SPECIFICATIONS AND/OR CONTRACT. YOU ARE ADVISED TO REFER TO THE BID SPECIFICATIONS IN ADDITION TO THE INFORMATION PROVIDED BELOW. PARTICULAR ATTENTION SHOULD BE GIVEN TO BEST'S GUIDE RATING REQUIREMENT LISTED BELOW.

IT IS HIGHLY RECOMMENDED THAT YOU CONSULT YOUR INSURANCE CARRIER(S) OR BROKER(S) TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE AS PRESCRIBED AND PROVIDED HEREIN. FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS MAY RESULT IN YOUR BID OR PROPOSAL NOT BEING CONSIDERED FOR AWARD OF CONTRACT.

Traffic Striping & Pavement Markings Throughout the City of Brea RFP

CITY OF BREA

January 2024

TYPE OF INSURANCE COVERAGE	GENERAL LIABILITY	AUTO LIABILITY	WORKERS' COMPENSATION
REQUIRED BY CONTRACT?	YES	YES	YES
MINIMUM LIMITS OF COVERAGE	\$2,000,000 Combined Single Limit Per Occurrence <i>See also Comments</i>	\$2,000,000 Combined Single Limit Per Accident <i>See also Comments</i>	Workers' Compensation to Statutory Limits; \$1,000,000 Employers' Liability Limit
MINIMUM BEST'S GUIDE RATING/OTHER REQUIREMENTS	A / VII; must be admitted insurer	A / VII; must be admitted insurer	A / VII, admitted if commercial policy; OR State Compensation Insurance Fund
ADDITIONAL INSURED?	YES	YES	YES
WAIVER OF SUBROGATION?	YES	YES	YES
COMMENTS	<i>Minimum Limits are subject to change based upon scope of project</i>	<i>Minimum Limits are subject to change based upon scope of project</i>	

Worker's Compensation Coverage: State statutory limits.

- Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.
- All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.
- The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Sample Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

J. PAYMENT BOND

In accordance with California Civil Code Section 9550, the contractor shall be required to procure and maintain a material and labor bond until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2

SECTION II
PROPOSAL CONTENT

SECTION II - PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

Although no specific format is required by the City, this section is intended to provide guidelines to the contractor 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. Offers 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 Will Wenz, Public Works Superintendent, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number. Relationship between Offeror 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 date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

Traffic Striping & Pavement Markings Throughout the City of Brea RFP

CITY OF BREA

January 2024

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with local agencies and cities; strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar projects; 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.

Offeror to:

- (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 office(s); 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 Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (3) 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.
- (4) Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.
- (7) Pictures of the Contractor's equipment to be used.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Offeror to service the project(s) as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for each project identified in the Scope of Services.

Traffic Striping & Pavement Markings Throughout the City of Brea RFP

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Offeror to:

- (1) Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
- (2) Furnish brief resumes (not more than one [1] pages each) for the proposed Project Manager and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

c. Detailed Work Plan

Offeror shall provide a narrative that addresses the Scope of Services and shows Offeror's understanding of City's needs and requirements.

The Offeror shall:

- (1) 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 Offeror's ability to accomplish the City's objectives.
- (2) Describe approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality and schedule control.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's

Traffic Striping & Pavement Markings Throughout the City of Brea RFP

CITY OF BREA

January 2024

technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Sample Agreement as set forth in Section IV.

1. Bid Schedules

Submit bid schedule(s), in a separate sealed envelope, that includes a breakdown per task as outlined in Section V Scope of Services per project.

2. Appendices

Information considered by Offeror to be pertinent to this project 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.

B. STATUS OF PAST AND PRESENT CONTRACTS FORM

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a subcontractor during the past 5 years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit only one copy of the completed form(s) as part of the proposal and it should be included in only the original proposal.

SECTION III

EVALUATION AND AWARD

SECTION III - EVALUATION AND AWARD

A. EVALUATION CRITERIA

City will evaluate the offers received based on the following criteria:

1. Qualifications of the Firm - technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; and assessment by client references.

2. Proposed Team and Organization - qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.

3. Detailed Work Plan - thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.

4. Bid Schedule - reasonableness of bids.

B. EVALUATION PROCEDURE

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Public Works the Contractor or Contractors whose proposal(s) is most advantageous to the City of Brea. The Director of Public Works will then forward its recommendation to the City Council for final action.

C. AWARD

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously. However, since the selection and award may be made without discussion with any Offeror, the proposal submitted should contain Offeror's most favorable terms and conditions.

City Council action will be requested by City staff to award contract(s) to the selected Offeror(s).

D. NOTIFICATION OF AWARD

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within seven (7) days of the date the contract is awarded. The successful Offeror shall execute the contract within ten (10) working days from the date of notice of award of the contract.

SECTION IV
SAMPLE AGREEMENT

AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That the following agreement is made and entered into, in duplicate, as of the date executed by the City Clerk and the Mayor, by and between **CONTRACTOR** hereinafter referred to as the "CONTRACTOR" and the City of Brea, California, hereinafter referred to as "CITY".

WHEREAS, pursuant to Notice inviting Sealed Proposals, proposals were received, Reviewed by Committee, and declared on the date specified in said notice; and

WHEREAS, CITY did accept the bid of **CONTRACTOR** and;

WHEREAS, CITY has authorized the City Clerk and Mayor to enter into a written contract with **CONTRACTOR** for furnishing labor, equipment, and material for the **Traffic Striping & Pavement Markings throughout the City of Brea.**

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK:** **CONTRACTOR** shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the **Traffic Striping & Pavement Markings throughout the City of Brea.**

Said work to be performed in accordance with specifications and standards on file in the office of the Director of Public Works and in accordance with bid prices hereinafter mentioned and in accordance with the instruction of the Director of Public Works for a period commencing **03/20/19 through 02/28/20**. The prices quoted with the bid shall be in effect until expiration of the agreement on the date stated herein. The City and **CONTRACTOR** shall have the option of extending the term of the agreement, by mutual consent of the parties, four (4) times for periods of one year each. Should the agreement be extended, the contract prices shall be adjusted as set forth in paragraph 14 hereof.

2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:**
The aforesaid specifications together with the RFP and all incorporated documents therein, are incorporated herein by reference hereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Request for Proposal Inviting Bids attached hereto, together with this written agreement, shall constitute the contract between the parties. This contract is intended to require complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the **CONTRACTOR** whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this written agreement shall control.

3. TERMS OF CONTRACT:

A. The undersigned bidder agrees to execute the contract within ten (10) working days from the date of notice of award of the contract or upon notice by CITY after ten (10) working days.

B. The CONTRACTOR, while fulfilling the terms of this Contract, is performing as a representative of CITY and shall provide exceptional Customer Care. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR'S management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of the CITY or CONTRACTOR, for the investigation and response to complaints.

4. INSURANCE: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. Any tort claims filed against the CITY related to the performance of this Contract and subsequently tendered to the CONTRACTOR shall be promptly investigated, and the resolution of such claims shall be promptly reported to the CITY.

The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish to the Director of Public Works a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every CONTRACTOR shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall sign and file with the CITY a certification as follows:

Traffic Striping & Pavement Markings Throughout the City of Brea RFP

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"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) – for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the CONTRACTOR in the performance of this Agreement.

(2) Comprehensive Automobile Liability (occurrence) – for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(3) Owner's and CONTRACTOR'S Protective (occurrence) – for bodily injury, death and property damage arising out of any activities undertaken by CONTRACTOR in the performance of this Agreement.

(4) Other required insurance, endorsements or exclusions as required by the plans and specifications.

(5) The policies of insurance required in this Section b shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (One Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

c. Each such policy of insurance required in paragraph b shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

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(2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insured the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insured; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to CITY.

d. Prior to commencing performance under this Agreement, the CONTRACTOR shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONTRACTOR commences performance. If performance of this Agreement shall extend beyond one (1) year, CONTRACTOR shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

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5. PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the City Clerk of the City of Brea, Number One Civic Center Circle, Brea, California, and are available to any interested party on request. CITY also shall cause a copy of such determinations to be posted at the job site.

Pursuant to Labor Code § 1775, the CONTRACTOR shall forfeit, as penalty to CITY, not more than two hundred dollars (\$200.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

6. APPRENTICESHIP EMPLOYMENT: In accordance with the provisions of Section 1777.5 of the Labor Code as amended by Chapter 971, Statutes of 1939, and in accordance with the regulations of the California Apprenticeship council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor under him.

Section 1777.5, as amended, requires the CONTRACTOR or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices' journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- a. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five, or

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- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- d. When the CONTRACTOR provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The CONTRACTOR is required to make contribution to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The CONTRACTOR and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the CONTRACTOR and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

8. PAYROLL RECORDS The Contractor shall comply with and be bound by the provision of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate record and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Statistics Enforcement, these penalties shall be withheld from progress payments then due.

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9. CONTRACTOR'S LIABILITY: The City of Brea and/or its elected officials, officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the work or at any time before its completion and final acceptance.

To the maximum extent permitted by law, the CONTRACTOR will defend, indemnify and hold the Indemnitees harmless from any and all actions, CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, and/or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees, or independent contractors who are directly responsible to CITY, and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment rendered against the CONTRACTOR or any of the Indemnitees covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder, and the CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

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- c. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the work, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to Indemnitee any and all costs and expenses incurred by Indemnitee in such action or proceeding together with reasonable attorneys' fees.

So much of the money due to the CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

10. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of said Code.

11. CONTRACT RENEWAL NOTIFICATION: The CONTRACTOR must request, in writing, at least thirty (30) days prior to the end of each year of the contract, CONTRACTOR desire to extend the agreement and the CONTRACTOR'S desire for an adjustment in the rates of compensation as set forth in paragraphs 14 hereof.

12. NOTICES: All notices required or permitted here-under shall be deemed delivered to the party to whom notice is sent upon personal delivery thereof at the addresses set forth upon which said notice is placed, postage pre-paid, in the United States mail and addressed as follows:

CONTRACTOR:

CITY: Director of Public Works
City of Brea
1 Civic Center Circle
Brea, CA 92621

13. SUPERVISOR DESIGNATION: CONTRACTOR shall provide to CITY's Director of Public Works, upon execution of this Agreement, the name of the individual employed by CONTRACTOR designated as the CONTRACTOR'S primary representative for the supervision and prosecution of the work. Said designated person shall be available, upon 30 minutes notice, to respond personally or by telephone to

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requests for information or instructions concerning the prosecution of the work from CITY's authorized representatives.

14. EXTENSION OF TERM: During the second twelve (12) month period of the Agreement, the Base Sum per month is subject to a cost-of-living adjustment (Stepped Up Base). The cost-of-living adjustment shall be set at the beginning of the second period adjustment date) in the following manner: The Consumer Price Index for all Urban Consumers (base year 1982-84 = 100) for the Los Angeles-Long Beach-Anaheim area published by the United States Department of Labor, Bureau of Statistics (Index) which is published for the month immediately preceding the adjustment date (Adjustment Index) shall be compared to the Index which was published for the date immediately preceding the beginning of the first twelve (12) month period (Beginning Index). If the Adjustment Index has increased over the Beginning Index, the monthly payment shall be increased by the amount obtained by multiplying the base sum by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index.

15. TERMINATION OR ABANDONMENT: This agreement may be terminated by CITY without cause, upon the giving of a written "Notice of Termination" to CONTRACTOR at least fifteen (15) days prior to the termination date specified in said notice. CONTRACTOR may terminate this agreement only for cause. Termination of the Contract does not release CONTRACTOR from any and all claims, damages or other liability incurred during the contract until CITY acknowledges such release.

16. ATTORNEYS' FEES: In The event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

17. GOVERNING LAW AND VENUE. The laws of the State of California shall govern the interpretation of this agreement. Venue for any legal action arising out of this agreement shall be the Superior Court of the State of California.

18. IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

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State of California
Contractor's License No. _____

Date: _____

By: _____
Title

CITY OF BREA, CALIFORNIA

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

Contractor's Business Phone: _____

Emergency Phone at which CONTRACTOR can be reached
at any time: _____

SECTION V
SCOPE OF SERVICES

SECTION V – SCOPE OF SERVICES

GENERAL SPECIFICATIONS FOR TRAFFIC STRIPING CONTRACT

The work to be done under this contract requires the completion of all work in accordance with the standard specifications for public works construction (green book).

Work Authorizations

The contractor shall be called upon from time to time by the engineer or his authorized representative to perform the work described in these specifications. The City shall issue a work order to the contractor. The work order shall contain the work description, date of issuance, locations and maps as required.

The contractor shall do the work as described on the work orders and enter the date of completion and return one copy to the traffic engineer.

The work specified shall commence upon demand by the City and no later than five (5) working days upon receipt of written notice and necessary instructions. Failure to comply with this provision shall subject the contractor to be assessed liquidated damages designated by the engineer.

Description of Work

The work to be done consists of furnishing all necessary materials, labor, tools, equipment, appurtenances, and the performance of the following and other related work not specifically mentioned herein, as directed by the traffic engineer to provide a completed project.

1. Painting and repainting of street traffic stripes, pavement legends and devices, including protection of new work.
2. Installation and placement of reflective and non-reflective raised pavement markers of specified type in accordance with specified layout and installation plan details.
3. Remove paint and thermoplastic striping and pavement markings by the wet sandblasting method.
4. Clean, clear, and otherwise prepare all roadway surfaces in accordance with the above specified work.

Traffic Control

Traffic shall be permitted to pass through the work underway and access maintained to adjacent properties at all times during construction under the specific control of the contractor. Under certain traffic conditions, the traffic engineer shall limit the hour of work.

The contractor shall provide all flagmen, lights, signs, barricades and other devices necessary to provide for public safety and convenience. All traffic control methods shall conform to the latest edition of the "Work Area Traffic Control Handbook." The engineer reserves the authority to modify the conditions for traffic control if it is deemed necessary.

Full compensation for conformance to the requirements for traffic control shall be considered to be included in the unit price bid for the items of work and no additional payment will be made therefore.

Paint Striping Equipment

The paint striping machine used for this contract work shall be the high pressure airless type system inspected by the engineer prior to award of contract and shall conform to the following minimum requirements:

- A. The machine shall have a wheel base of 120 inches minimum.
- B. The compressor shall have a capacity of 60 cubic feet per minute.
- C. The machine shall have a pressurized bead dispenser capable of uniformly applying beads immediately after application of the paint.
- D. The machine shall be equipped with an automatic on-off device to produce skip lines, with adjustment to match previous painting.
- E. The machine shall be capable of installing berm or side lines as narrow as four inches.
- F. The traffic paint machine, with crew, organization, and programming shall be capable of producing not less than 10 miles of acceptable work per hour when judged on average conditions, and the engineer shall be the sole judge of such conditions. The paint shall be applied by demonstration at the rate of 15 miles per hour.

Application of the paint and beads shall be at the following rates and in conformance with the following requirements:

- A. All stripes shall be four inches in width, plus or minus 1/8 inch.
 - B. Broken single stripes shall have an alternating pattern of nine foot (9') sections and fifteen foot (15') unpainted sections. Double solid lines shall be four inches (4") in width, each separated by a three inch (3") black painted line.

C. The rate of application of paint and beads:

1. Broken single stripes: 6 to 6.5 gallons per mile
2. Solid single stripes: 17 to 18 gallons per mile
3. Eight pounds of beads per gallon of paint

D. All lines shall be clean and sharp as to dimensions. Ragged ends of segments, fogginess along the sides, or objectionable dribbling along the unpainted portions of the stripe, shall be sandblast removed to the satisfaction of the engineer.

E. The finished product shall have an opaque, well-painted appearance with no black or other discolorations showing through.

F. The contractor shall take all reasonable precautions to protect the paint during drying time and shall be required to paint out all objectionable tracking.

Spotting and Alignment

The pre-lining or layout shall be done by the contractor where required by the engineer. Existing lines shall be followed in such a manner as to present a uniform, pleasing appearance, and misalignment of disregard to previous painting will not be permitted. Abrupt breaks in alignment between broken segments will not be permitted. The engineer shall be sole judge on the accuracy and acceptability of the alignment of the work.

Changes in Work

General -- The quantities indicated on the proposal are estimates only and are subject to increases or decreases of the amount.

The engineer reserves the right to modify by adding or deleting work on work orders, maps or other instructions provided to the contractor.

Correction of Work

The Superintendent shall be the sole judge as to the acceptability of the work and shall inspect the completed work and inform the contractor of any fault methods or unsatisfactory results. It shall be the contractor's responsibility, at his own expense, to correct the work upon notification and provide proper interim traffic control in hazardous conditions.

Paint Removals

Paint removals shall be performed by micro-grind technique, meeting the latest requirements and restrictions by the state pollution control agency. The contractor shall be responsible for the immediate removal of the micro-grind materials by vacuum or mechanical street sweeping devices.

Traffic Striping & Pavement Markings Throughout the City of Brea RFP

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Alternate methods of paint removal require prior approval of the engineer. Obliteration of traffic striping with black paint shall be done only with prior approval of the engineer and shall be only a temporary measure, requiring later removal as specified.

Stencils

Contractor shall provide all stencils and street marking legend cutouts, all of which shall conform to standards presently in use in the City of Brea for the painting of all pavement legends.

Billing and Quantities

Quantities – Lineal feet of painted lines shall be measured for payment by standardized odometer. Other units for which payment is to be made shall be in accordance with the units designated in the itemized bid proposal.

Billing – The contractor shall do the work as described on the work orders and after completion submit an invoice to the Superintendent. The invoice shall have one (1) original and two (2) reproducible copies. It shall state the work order numbers, date of completion, invoice date, paint manufacturer and batch number, standardized itemized format and listing of all quantities. Attached shall be one (1) copy of the work order with the completion date shown.

Payment

Full compensation for conforming to the requirements of this section shall be considered as included in the price bid for the various items of work and no additional payment will be made thereafter.

Construction Materials

Paint – The paint to be used on all work done under this contract shall be a tested product in compliance with the federal, state, and air quality control standards. Paint type shall be TTP 1952D, Type II as manufactured by Morton or pre-approved equal.

Beads – Beads are to meet or exceed all federal standards and be M-247 federal specification with AC 110 coating as manufactured by Potters or pre-approved equal.

Pavement Markers

Reflective pavement markers and placement thereof shall conform to Sections 85 and 95 of the California Department of Transportation standard specifications most recent edition at the time work is performed.

A. Type of Markers – Raised pavement markers provided under these specifications shall conform to the following types:

- Type A – Non-reflective white markers
- Type AY – Non-reflective yellow markers
- Type B -- 2-way clear reflective markers

Traffic Striping & Pavement Markings Throughout the City of Brea RFP

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- Type C -- Red/Clear reflective markers
- Type D -- 2-way yellow reflective markers
- Type G -- One-way clear reflective markers
- Type H -- One-way yellow reflective markers
- Blue -- 2-way blue reflectorized markers

B. Reflective Markers – Reflective raised pavement markers shall be placed per layout and installation detail plans.

C. Non-reflective Markers – Non-reflective ceramic pavement markers shall be placed per layout and installation detail plans.

SECTION VI

BID SCHEDULES

Company

Address

Telephone Number

Fax Number

Emergency Telephone Number

State License Number

City of Brea
Brea Civic & Cultural Center
Number One Civic Center Circle
Brea, California 92821

Gentlemen & Ladies:

The undersigned declares that they have carefully examined the location of the proposed work, that he has examined plans, profiles, and specifications for TRAFFIC STRIPING AND PAVEMENT MARKINGS THROUGHOUT THE CITY OF BREA and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all work required to complete the said and special provisions for the unit or lump sum price set forth in the Schedule of Work Items.

SCHEDULE OF WORK ITEMS

Note: Approximate equivalent or quantities on work are estimated.

PRICES TO BE IN EFFECT THROUGH January 2024

ITEM	EST. QUANTITY OF WORK	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES	TOTAL AMOUNT
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ALL WORK AND QUANTITIES ARE FOR A TOTAL OF 1 TIME PER YEAR.

1.	320,600 L.F.	4" BROKEN LANE LINE @ _____ _____ _____ PER L.F.	\$ _____	\$ _____
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2.	4,810 L.F.	4" SOLID LANE LINE @ _____ _____ _____ PER L.F.	\$ _____	\$ _____
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3.	129,324 L.F.	4" DOUBLE SOLID LINE WITH 3" SOLID BLACK GAP LINE @ _____ _____ _____ PER L.F.	\$ _____	\$ _____
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4.	39,984 L.F.	6" SOLID LANE LINE @ _____ _____ _____ PER L.F.	\$ _____	\$ _____
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Traffic Striping & Pavement Markings Throughout the City of Brea RFP

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ITEM	EST. QUANTITY OF WORK	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES	TOTAL AMOUNT
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10. 3,000 EACH

8' LETTER LEGEND

@ _____

_____ \$ _____ \$ _____

TOTAL AMOUNT OF ITEMS ONE THROUGH TEN WRITTEN IN WORDS _____

_____ \$ _____

- 11. PAINT BLACKOUT \$ _____ PER L.F.
- 12. PAINT REMOVAL (SANDBLASTING & CLEANUP) \$ _____ PER S.F.
- 13. THERMOPLASTIC REMOVAL (SANDBLASTING & CLEANUP) \$ _____ PER S.F.
- 14. PRELINING \$ _____ PER L.F.
- 15. INSTALL TYPE A OR AY NON-REFLECTIVE MARKERS \$ _____ PER EACH
- 16. INSTALL TYPE B,C,D,G OR H REFLECTIVE MARKERS \$ _____ PER EACH

STATEMENT OF QUALIFICATIONS

1. Attach a statement of qualifications outlining Bidder's corporate profile and Bidder's experience in providing the supplies/services required by this RFP (similar/equivalent experience will be considered, resumes are acceptable).
2. Attach a list of client references, to include the following information for each reference:

Company/Agency Name, Contact Person, Company Street Address. City, State, Zip Code, Telephone Number
3. Attach a statement indicating that Bidder is capable of meeting all existing State and Federal Labor laws, and is aware of and can comply with all OSHA and traffic control requirements.
4. Attach a statement confirming that Bidder will provide the following documentation upon execution of the contract:
 - a) Certificate of Insurance for General Liability, Automotive, and Workers Compensation Insurance (as applicable)
 - b) Performance Bonds
 - c) Labor Bonds
 - d) Material Bonds
5. Attach licenses or certifications held by Bidders.

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The undersigned further agrees that in case of default in executing the required contract with necessary bonds within ten (10) working days, after the notice of award of contract has been mailed, the proceeds of the check or bond accompanying his bid shall become the property of the City of Brea. If the City of Brea awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City of Brea to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The undersigned further agrees to complete the work within N/A working days from the execution of the first contract.

(If an individual, so state. If a firm or co-partnership, state the firm name and give names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of President, Secretary, Treasurer, and Manager thereof.)

Business Address

Dated: _____, 20____

By: _____

By: _____

By: _____

Contractor's License No.

Contractor's License Expiration Date

I declare under penalty of perjury of the laws of the State of California that the representations made herein are true and correct in accordance with the requirements of California Business and Professions Code Section 7028.15.

Traffic Striping & Pavement Markings Throughout the City of Brea RFP
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Contractor's Authorized Signature

NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

This form must be notarized.

DECLARATION OF ELIGIBILITY TO CONTRACT

[Labor Code Section 1771.1; Public Contract Code Section 6109]

The undersigned contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

Traffic Striping & Pavement Markings Throughout the City of Brea RFP

CITY OF BREA

January 2024

5. The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 2024, at _____ (place of execution), California.

Signature

Printed Name

Title

Name of Company

SECTION VII

STATUS OF PAST AND PRESENT CONTRACTS FORM

Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature _____

Date _____

Name: _____

Title: _____

SECTION VI

BID SCHEDULES

Orange County Striping Service Inc.
Company
183 N Pixley Street Orange CA 92868
Address
714-639-4550
Telephone Number
714-639-6353
Fax Number
562-713-0904
Emergency Telephone Number
346095
State License Number

City of Brea
Brea Civic & Cultural Center
Number One Civic Center Circle
Brea, California 92821

Gentlemen & Ladies:

The undersigned declares that they have carefully examined the location of the proposed work, that he has examined plans, profiles, and specifications for TRAFFIC STRIPING AND PAVEMENT MARKINGS THROUGHOUT THE CITY OF BREA and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all work required to complete the said and special provisions for the unit or lump sum price set forth in the Schedule of Work Items.

Traffic Striping & Pavement Markings Throughout the City of Brea RFP
 CITY OF BREA
 January 2024

SCHEDULE OF WORK ITEMS

Note: Approximate equivalent or quantities on work are estimated.

PRICES TO BE IN EFFECT THROUGH January 2024

ITEM	EST. QUANTITY OF WORK	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES	TOTAL AMOUNT
------	-----------------------	---------------------------------------	-----------------------	--------------

ALL WORK AND QUANTITIES ARE FOR A TOTAL OF 1 TIME PER YEAR.

- | | | | | |
|----|--------------|--|---------------|--------------------------------|
| 1. | 320,600 L.F. | 4" BROKEN LANE LINE
<u>@ Ten Cents</u>

_____ PER L.F. | \$ <u>.10</u> | \$ <u>32,060.⁰⁰</u> |
| 2. | 4,810 L.F. | 4" SOLID LANE LINE
<u>@ Nineteen Cents</u>

_____ PER L.F. | \$ <u>.19</u> | \$ <u>913.⁹⁰</u> |
| 3. | 129,324 L.F. | 4" DOUBLE SOLID LINE WITH
3" SOLID BLACK GAP LINE
<u>@ Twenty-Three Cents</u>

_____ PER L.F. | \$ <u>.23</u> | \$ <u>29,744.⁵²</u> |
| 4. | 39,984 L.F. | 6" SOLID LANE LINE
<u>@ Eighteen Cents</u>

_____ PER L.F. | \$ <u>.18</u> | \$ <u>7,197.¹²</u> |

Traffic Striping & Pavement Markings Throughout the City of Brea RFP
 CITY OF BREA
 January 2024

ITEM	EST. QUANTITY OF WORK	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES	TOTAL AMOUNT
------	-----------------------	---------------------------------------	-----------------------	--------------

- | | | | | |
|----|-------------|---|--|--|
| 5. | 80,000 L.F. | 4" SOLID LANE LINE WITH 3" SOLID BLACK GAP LINE WITH 4" BROKEN LANE LINE (CONTINUOUS LEFT TURN POCKET)

@ <u>Twenty-Two Cents</u>

_____ PER L.F. \$ <u>.22</u> \$ <u>17,600.00</u> | | |
| 6. | 57,776 L.F. | 8" SOLID LANE LINE
@ <u>Twenty Cents</u>

_____ PER L.F. \$ <u>.20</u> \$ <u>11,555.20</u> | | |
| 7. | 32,502 S.F. | CROSSWALK & LIMIT BAR LINES
@ <u>One Dollar FIFTY-Three Cents</u>

_____ PER S.F. \$ <u>1.53</u> \$ <u>49,728.06</u> | | |
| 8. | 30 EACH | R X R MARKING
@ <u>One-Hundred Thirty Dollars</u>

_____ \$ <u>130.00</u> \$ <u>3,900.00</u> | | |
| 9. | 400 EACH | TURN ARROW
@ <u>Twenty-Seven Dollars</u>

_____ \$ <u>27.00</u> \$ <u>10,800.00</u> | | |

Traffic Striping & Pavement Markings Throughout the City of Brea RFP
 CITY OF BREA
 January 2024

ITEM	EST. QUANTITY OF WORK	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES	TOTAL AMOUNT
------	-----------------------	---------------------------------------	-----------------------	--------------

10. 3,000 EACH

8' LETTER LEGEND

@ Fifteen Dollars
Twenty-Five Cents

\$ 15.25 \$ 45750.00

TOTAL AMOUNT OF ITEMS ONE

THROUGH TEN WRITTEN IN

WORDS Two-Hundred-Nine

Thousand Two-Hundred

Forty-Eight Dollars

Eighty Cents

\$ 209,248.80

- | | | | |
|-----|--|----------------|----------|
| 11. | PAINT BLACKOUT | \$ <u>.35</u> | PER L.F. |
| 12. | PAINT REMOVAL (SANDBLASTING & CLEANUP) | \$ <u>4.25</u> | PER S.F. |
| 13. | THERMOPLASTIC REMOVAL (SANDBLASTING & CLEANUP) | \$ <u>4.25</u> | PER S.F. |
| 14. | PRELINING | \$ <u>.35</u> | PER L.F. |
| 15. | INSTALL TYPE A OR AY NON-REFLECTIVE MARKERS | \$ <u>6.00</u> | PER EACH |
| 16. | INSTALL TYPE B,C,D,G OR H REFLECTIVE MARKERS | \$ <u>7.00</u> | PER EACH |

Orange County Striping Service, Inc.
183 N. Pixley Street
Orange, CA 92868-2204
TEL: 714-639-4550 FAX: 714-639-6353

ADDENDA

No addenda has been issued.

Kim Patterson
Kim Patterson-President

1/12/2024
Date

Orange County Striping Service, Inc.
183 N. Pixley Street
Orange, CA 92868-2204
TEL: 714-639-4550 FAX: 714-639-6353

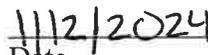
Will Wenz,

I, Kim Patterson, President of Orange County Striping Service Inc. am authorized to submit the proposal for the Traffic Striping & Pavement Markings throughout the city of Brea. I am authorized to bind Orange County Striping Service Inc. to the terms of the Traffic Striping & Pavement Markings throughout the city of Brea proposal. I attest all information submitted in the proposal is true and correct. The proposal shall remain valid for a period of not less than 90 days from the date of submittal. Orange County Striping Service Inc. does not have any pending litigations, bankruptcy, planned office closures or impending merger that would impede our ability to complete the project.

KIM PATTERSON
PRESIDENT
PHONE:714-639-4550
KIM@OCSTRIPING.COM



Kim Patterson-President



Date

Orange County Striping Service, Inc.
183 N. Pixley Street
Orange, CA 92868-2204
TEL: 714-639-4550 FAX: 714-639-6353

ADDENDA

No addenda has been issued.

Kim Patterson
Kim Patterson-President

1/12/2024
Date

Orange County Striping Service, Inc.
183 N. Pixley Street
Orange, CA 92868-2204
TEL: 714-639-4550 FAX: 714-639-6353

SUBCONTRACTORS

No Subcontractors will be used on the Traffic Striping & Pavement Markings throughout the City of Brea proposal.

Kim Patterson
Kim Patterson-President

1/12/2024
Date

Orange County Striping Service, Inc.
183 N. Pixley Street
Orange, CA 92868-2204
TEL: 714-639-4550 FAX: 714-639-6353

Orange County Striping Service Inc. can meet all existing State and Federal Labor laws and is aware of and can comply with all OSHA and traffic control requirements.

Kim Patterson
Kim Patterson – President

1/12/2024
Date

Orange County Striping Service, Inc.
183 N. Pixley Street
Orange, CA 92868-2204
TEL: 714-639-4550 FAX: 714-639-6353

Orange County Striping Service Inc. will provide the following documentation upon execution of contract:

1. Certificate of General Liability, Automotive & Work Comp
2. Performance Bonds
3. Labor Bonds
4. Material Bonds

Kim Patterson
Kim Patterson – President

1/12/2024
Date

Traffic Striping & Pavement Markings Throughout the City of Brea RFP

CITY OF BREA

January 2024

The undersigned further agrees that in case of default in executing the required contract with necessary bonds within ten (10) working days, after the notice of award of contract has been mailed, the proceeds of the check or bond accompanying his bid shall become the property of the City of Brea. If the City of Brea awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City of Brea to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The undersigned further agrees to complete the work within N/A working days from the execution of the first contract.

(If an individual, so state. If a firm or co-partnership, state the firm name and give names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of President, Secretary, Treasurer, and Manager thereof.)

Orange County Striping Service Inc.
183 N Pixley Street Orange CA 92868
Kim Patterson - President
Robert Patterson - Vice President
Ron Wilcox - Secretary

Business Address

Dated: January 12, 2024

By: Kim Patterson - President

By: [Signature] - Secretary

By: _____

Contractor's License No.
346095

Contractor's License Expiration Date
03/31/2025

I declare under penalty of perjury of the laws of the State of California that the representations made herein are true and correct in accordance with the requirements of California Business and Professions Code Section 7028.15.

Kim Patterson - President

Contractor's Authorized Signature

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

The undersigned declares:

I am the President of Orange County Striping Service Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/12/2024 [date], at Orange [city], California [state].

Signature: Kim Patterson
Printed Name: Kim Patterson
Date: 1/12/2024

Signature: [Signature]
Printed Name: Ron Wilcox
Date: 1/12/2024

This form must be notarized.

DECLARATION OF ELIGIBILITY TO CONTRACT

[Labor Code Section 1771.1; Public Contract Code Section 6109]

The undersigned contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

Traffic Striping & Pavement Markings Throughout the City of Brea RFP

CITY OF BREA

January 2024

5. The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 12 day of January, 2024, at Orange (place of execution), California.

Kim Patterson
Signature

Kim Patterson
Printed Name

President
Title

Orange County Striping Service Inc.
Name of Company

Orange County Striping Service, Inc.
183 N. Pixley Street
Orange, CA 92868-2204
TEL: 714-639-4550 FAX: 714-639-6353

EXPERIENCE REFERENCES

AGENCY: CITY OF HUNTINGTON BEACH
ADDRESS: 2000 MAIN ST HUNTINGTON BEACH CA 92648
PROJECT DESCRIPTION: CITY RE-STRIPE CONTRACT
APPROXIMATE CONSTRUCTION DATES: 5/1/2019-2/28/2024
CONTACT PERSON: JOHN NGUYEN
TELEPHONE: 714-536-5247

AGENCY: CITY OF SAN JUAN CAPISTRANO
ADDRESS: 32400 PASEO ADELANTO SAN JUAN CAPISTRANO CA 92675
PROJECT DESCRIPTION: STREET PAVEMENT MARKINGS
APPROXIMATE CONSTRUCTION DATES : 7/1/2023-6/30/2026
CONTACT PERSON: ROD HAMILTON
TELEPHONE: 949-943-8095

AGENCY: MCE CORPORATION
ADDRESS: 6515 TRINITY COURT DUBLIN CA 94568
PROJECT DESCRIPTION: CITYWIDE RE-STRIPE LAGUNA NIGUEL
APPROXIMATE CONSTRUCTION DATES: 7/1/2019-12/31/2024
CONTACT PERSON: STEVE LOWEREE
TELEPHONE: 925-452-2716

AGENCY: CITY OF LAGUNA BEACH
ADDRESS: 505 FOREST AVE LAGUNA BEACH CA92651
PROJECT DESCRIPTION: CITY STRIPING & CURB PAINTING
APPROXIMATE CONSTRUCTION DATES: 7/1/2021-9/30/2024
CONTACT PERSON: BRIAN NGUYEN
TELEPHONE: 949-497-0349

AGENCY: CITY OF GARDEN GROVE
ADDRESS: 11222 ACACIA PKWY GARDEN GROVE CA 92840
PRJECT DESCRIPTION: CITYWIDE RE-STRIPE
APPROXIMATE CONSTRUCTION DATES: 5/10/2022-5/9/2026
CONTACT PERSON: JUAN NAVARRO
TELEPHONE: 714-741-5186

Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
N/A No Claims or Litigations	
2) Identify claims/litigation or settlements associated with the contract:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature Kim Patterson
Name: Kim Patterson
Title: President

Date 1/12/2024



183 N. PIXLEY STREET • ORANGE • CALIFORNIA 92868 • PHONE (714) 639-4550 • FAX (714) 639-6353 or 639-2608

QUALITY COMMITMENT

For the past 50 years, Orange County Stripping Service, Inc., under the same ownership, has progressed forward and taken great pride in imparting a quality service at a fair price. Over these years O.C.S.S. has often been referred to as “setting the bar” in the industry. We have been constantly committed to not only stay current and up to date with the latest technology in the industry, but at many times been the front runner and innovator. Most of our employees, both field and office, have been with O.C.S.S. for over 40 years, which defines the united commitment of a relationship between ownership, management, and field expertise.

On-Time Delivery, Timely Response, Quality of Product and Service, Quality Control, and of course, Customer Satisfaction are all fundamentals that are the absolute backbone and foundation by which O.C.S.S. has built its stature and reputation. It is our daily goal to build relationships with our customers, not simply to, “just find work”, in a cut-throat era within a heavily saturated industry. O.C.S.S. believes that relationships are the imperative infrastructure of a successful business. As Operations Manager, I have had the opportunity to build the confidence and trust of our numerous cities’ maintenance contract personnel. I have a constant open communication with these individuals and have greatly enhanced the productivity rate and quality control over recent years.

On a consistent basis over the last decade, the cities of Newport Beach, Laguna Beach, Rancho Santa Margarita, Laguna Hills, Brea, Huntington Beach, Manhattan Beach, Garden Grove, Norco, as well as 15 other Cities have put their trust in O.C.S.S. and built such relationships based on these practices.

O.C.S.S. looks forward to continuing this relationship with the City of Brea.

Respectfully,

Ron Wilcox – Secretary, General Manager, Estimator, Superintendent



Scopes and Descriptions of Work

In most cases and with most cities, the city employee that is put in charge of coordinating the various tasks for the striping company will contact me directly via phone call or email. I have followed the habit of preferring all instruction be via email. This has proven time and again to be of great benefit as it eliminates the "HE SAID, SHE SAID" scenario. The city representative will issue the order or groups of orders and I will proceed to categorize them into separate crew types. Striping & Markers, Markings, Signs, Curb Markings, and Removals. From there the individual orders are put in a Work Order form that is clarified for instruction to my field employee's. Materials are verified and ordered if necessary, and then the work orders are put on to the schedule, based on individual task criteria and availability, lead-time for materials, as well as urgency, which is usually deemed by the city employee. The following is a break-down for each of our individual scopes and crew involvements.

1. Road Striping, which is the installation or re-striping of existing lining is always a 3-man crew for us as our striping trucks are a 2-man operation. The 3rd man is utilized for putting traffic cones on the striping to delineate the vehicles on the road from the wet lines, while they set up or dry. The driver, usually the Lead-Man, drives the truck and keeps it on the line by following a pointer that hydraulically drops down or is lifted up in front of the cab. The Operator sits on top of the truck bed along with all the paint tanks, bead tanks (PLEASE REFER TO THE PAVEMENT MARKINGS PORTION FOR THE DESCRIPTION OF "BEADS"), compressor, hydraulic motors and paint pumps. The operator overlooks the carriage that holds all the striping guns and bead guns.

The carriage moves in and out from the side of the truck and is controlled by the operator with an actual steering wheel. The operator also controls the switches that control all the guns. For the most-part, the entire operation is manual although the timing of the paint installation can be automatically triggered to ensure the appropriate line and gap length are installed. The speed at which the driver maintains, determines the thickness of paint applied which is 15 mils. The paint is sprayed by airless pumps which un-like the old atomization process produces a crisp and sharp line.

2. Pavement Marker installation is a process by which the same 3-man crew glues down the Reflective Pavement Markers by using a hot melted bituminous material much like tar. The bituminous is drawn from a tank that is heated by a furnace on the bottom of the tank. The material is heated to a temperature of 350 degrees and becomes hard when it cools within seconds. The cart is moved to each location the marker is to be installed. The cart operator opens the valve and drops the hot bituminous material onto the ground surface, in roughly a 4" diameter. The other man puts the marker on top of the hot bituminous and pushes it down into the material to seal off all edges with bituminous. It is very important to seal all the edges of the marker as they are filled on the bottom with a compound that breaks down if introduced to moisture over a repeated period of time. The third man keeps watch over traffic and manipulates the Traffic Control.
3. Pavement Markings, are defined as the legends on the road such as "STOP", "SIGNAL AHEAD", "ARROWS", "BIKE LANE", etc. Pavement Markings also include 12" solid longitudinal lines such as "CROSSWALKS", "LIMIT BARS", and "CHEVRONS" or "DIAGONAL HASH LINES". Our Pavement Markings crew consists of a 2-man crew in most cases but sometimes 1 man and sometime 3 men depending on the traffic situation or need. Pavement Markings are painted using a letter or number stencil or group of stencils to spell out a word. The stencils are laid down over the existing letters or lined up accordingly in new work situations. The sprayer, usually the Lead-Man sprays the paint over the stencil in a very precise method while the other crew man throws reflective media known as beads, on top of the paint.

Beads are very small glass spheres that when applied to wet paint, wick the paint up around them, exposing only the top of the bead. The light from a vehicle head-lights or the ambient light around the area is picked up through the un-painted portion of the bead and reflected back out the top, reflecting the paint that surrounds and seals it on the ground, therefore making it visible at night. Were it not for "BEADS", paint on the ground at night would be as invisible as a person dressed in dark clothing, at night. After the paint & beads are applied, the crew picks up the stencils and loads them back onto the truck, leaving behind the freshly painted area, delineated off with Traffic Cones to be picked up over the next bit of time, when the paint is dry. The crew then proceeds to the next location and starts the process over again.

4. Our Sign Crew consist of 2-men or 1-man, depending on the need. The Sign Man drives to each location with a Sign Truck that is stocked with all the various types of hardware, posts, and tooling that is needed to install and remove the signing task. Each location can be very different or the same, depending on the order. The sign man locates the defined location for the order and for example the installation of a new sign and post w/ anchor and sleeve, acquires the machinery from the truck and drives the anchor into the ground. The post is installed inside the anchor assembly and the sign is installed at the top or in the correct height, of the post. Most all our sign work is installed on Telspar / Unistrut post and secured with steel rivets. Where there are existing conditions, the old signs are removed, and new signs are re-installed. Where there is an existing Light Standard or pole to be utilized, the signs are installed on brackets that are banded onto the pole using a stainless-steel band strip. Much of the work performed by the sign crew is done on a ladder or from the top racks or platforms mounted on the Sign Truck. We do not typically do any work above 16' which would require a Bucket-Truck which enters the Electrical Contractor scope.
5. Curb Markings can be either a one or two-man crew. Our curb marking truck, also used as our Parking-Lot Striping Truck, carries many different airless machines, paints and stencils. The curb marking Lead-Man travels from location to location installing or re-painting the curb areas designated. The paints used are different than those used on the road

surface as most all curbs are concrete, and vertical. In areas where existing cars may be present or in the immediate area where the curb is to be painted, our men will roll the paint on instead of spraying with a high-pressure airless machine to avoid any contact with the vehicle. Reflective beads are not used for curb markings as they are not necessary and can be very distracting when hi-lighted to the vehicular traffic. In the event of shrubbery or the presents of weeds, our men will weed whack the existing area & sweep clean prior to painting.

6. Our Removals Crews are some of the best in the industry, as stated by many Inspectors, Engineers, and Public Works Superintendent's from many different entities. We use the term Micro-Grinding as we don't just go in and grind away the existing conflicting which can very quickly damage and alter the surface of the road, not to mention begin or further the decomposition process. We utilize walk-behind grinders that are designed to remove a marginal amount at a time to ensure that we only remove as much as we want to with each pass. Sandblasters are readily becoming a thing of the past as more and more cities are adopting the grinding method although, few striping companies seem to produce the results that we do. We have been using these types of grinders for as long as I have been here and that is more than 35 years.
7. Thermoplastic Striping and Markings are performed by handcart much like the bituminous cart as the thermoplastic is a hot-melt material that is applied at around 400 degrees. The material is applied through what is called a shoe which rides on the ground. There are different shoes that are used, as they determine the width of the line. As different lines or markings are installed, the corresponding shoe must be installed and heated up prior to installation. There is an adjustment at the bottom of the shoe which determines the thickness of the thermoplastic line. Beads are dropped on to the molten thermoplastic a couple of inches behind the shoe and adhere to the top surface of the thermoplastic the same way as the paint. Thermoplastic cures within 30 to 45 seconds depending on the ambient temperature of the asphalt or concrete. When thermoplastic is applied to less than new asphalt or always on concrete, a primer is used to ensure the bond between the surface & the thermoplastic.

8. Traffic Control is a major part of all our operations. The art of moving traffic around the areas we are working in both safely and effortlessly to ensure the utmost safety to all vehicles or pedestrians around us as well as ourselves, is of our highest priority. We have always had a great reputation for safety and prudence while working on the streets no matter what city we are working in. Our over 40 plus years of impeccable service speaks for itself.

Respectfully,

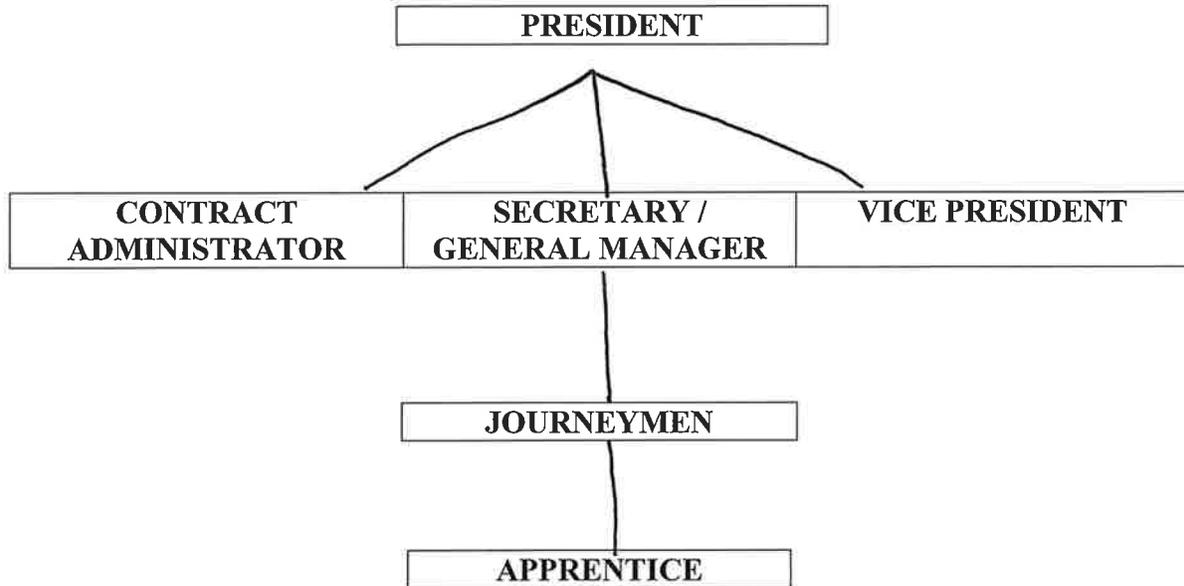
Ron Wilcox

Operations Manager

Orange County Striping Service

Orange County Striping Service, Inc.
183 N. Pixley Street
Orange, CA 92868-2204
TEL: 714-639-4550 FAX: 714-639-6353

ORGANIZATIONAL CHART



Orange County Striping Service Inc. was started in 1968 and incorporated 48 years ago in 1976. The company provides highway road striping, legend painting, thermoplastic striping, and sign work. We have one office located at 183 North Pixley Street in Orange California. The business currently has 12 employees, most of which have been with the company for over 10 years. Attached are resumes of the General Manger and Field Journeymen that will be key personnel assigned to the project. The General Manager, Ron Wilcox, has been with the company for 35 years and will be overseeing the entire project. The Field Journeymen report directly to Ron Wilcox. No key personnel will be removed from the project without prior written concurrence from the city of Brea. Orange County Striping Service Inc. has no bankruptcy or pending litigation that would prohibit the company from completing the project. We specialize in citywide re-stripe in the County of Orange and currently have 15 cities that have put their trust in us.

Ron Wilcox

183 N. Pixley St. Orange, CA 92868 / C: 562-713-0904 / ron@ocstriping.com

SUMMARY

Accomplished General Manager skilled in achieving operational efficiency and increasing job profitability. Business process improvement, data analysis, and asset management expert. Employs root cause analysis to identify job loss issues and develop process improvements that lead to cost savings. Exceptional coordinating and implementation capabilities.

HIGHLIGHTS

- **Estimating and Business process improvements**
- **General Manager / Forecasting and Planning**
- **15 years of field experience**
- **Project Management**
- **Budgeting**

Experience

11/1989 to Present

**Estimator / Project Manager / General Manager
Orange County Striping Service, Inc. Orange, CA**

- **Coordinate and manage construction projects large and small**
- **Maintain constant communication with all Prime Contractors, General Contractors and Sub Contractors**
- **Maintain hour goals set forth to minimize job loss and increase job profits**
- **Identify job related hazards and implement new and improved processes and policies**
- **Recruit / Hire personnel to assist in job related tasks**

02/1984 to 11/1989

Field Representative / Laborer

- **Group 4 Journeyman skilled in all aspects of Highway / Roadway Striping Projects**
- **Thermoplastic Striping and Removal Specialist**
- **Roadway Sign Installation / Removal**
- **Highway / Roadway Markings and Legend Installation**
- **Cat-Track / Layout Specialist**

Todd Goerlinger

4925 East Leeds Avenue Orange, CA 92867 / C: 714-925-3795

Email: tgthirteen@icloud.com

HIGHLIGHTS:

- **Communication with my team.**
- **Productivity and quality of work.**
- **Willingness to go beyond and do more than required.**
- **Strong work ethic.**
- **Customers and fellow employees can always count on me.**

EXPERIENCE:

07/19/1995 to Present

Field Representative / Laborer

Orange County Striping Service, Inc. Orange, CA

- **Foreman for both large and small projects.**
- **Removals.**
- **Sign Installation.**
- **All striping – paint, thermo, parking lots and MMA.**
- **Lay-out on projects.**
- **Stencils**

Emilio Robles

13629 Lemoli Avenue Hawthorne, CA 90250 / C: 909-241-5067

Email: emiliorobles644@yahoo.com

HIGHLIGHTS:

- **Stencil Crew Foreman**
- **Removal Crew Foreman**
- **Schibeci Operator**
- **Sandblasting Rig Operator**

EXPERIENCE:

03/12/2007 to Present

Field Representative / Laborer

Orange County Striping Service, Inc. Orange, CA

- **Prepping my crew for the day.**
- **Overseeing the safety of my field crew.**
- **Keeping the work area clean and organized.**
- **Filling out work reports.**
- **Onsite contact for our customers.**

PREVIOUS EMPLOYMENT:

- **Western Sandblasting for 9 years.**
- **Abrasive blasting for 6 months.**
- **Tri County Sandblasting for 2 months.**



CA Contractor's License #346095

183 N. PIXLEY STREET • ORANGE • CALIFORNIA 92868 • PHONE (714) 639-4550 • FAX (714) 639-6353 or 639-2608

PROJECT APPROACH / METHODOLOGY

Orange County Stripping Service Inc. possesses the newest technology and state of the art equipment. Our personnel are trained Union representatives with the utmost professionalism.

Ron Wilcox will be your point of contact for any scheduling. Please provide at least 24 hours' and in most cases, he can have a crew out on your project by the following day.

Orange County Stripping Service prides itself in the ability to be easily accessible for contact and availability.

LIST OF EQUIPMENT

- 1 - PAINT ROAD LINER
- 2 - PAINT STENCIL TRUCK
- 4 - THERMOPLASTIC HAND-CART APPLICATOR
- 1 - THERMOPLASTIC LEGEND TRUCK
- 1 - SIGN TRUCK
- 2 - BITUMIOUS MARKER APPLICATOR
- 2 - AIRLESS HAND MACHINE
- 1 - DUMP TRUCK
- 1 - SCHEBICI POLYPLANER STRIPING AND MARKING REMOVER
- 5 - MICRO-GRIND HAND MACHINES
- 2 - FLATBED TRUCK
- 1 - PARKING-LOT / CURB MARKING TRUCK







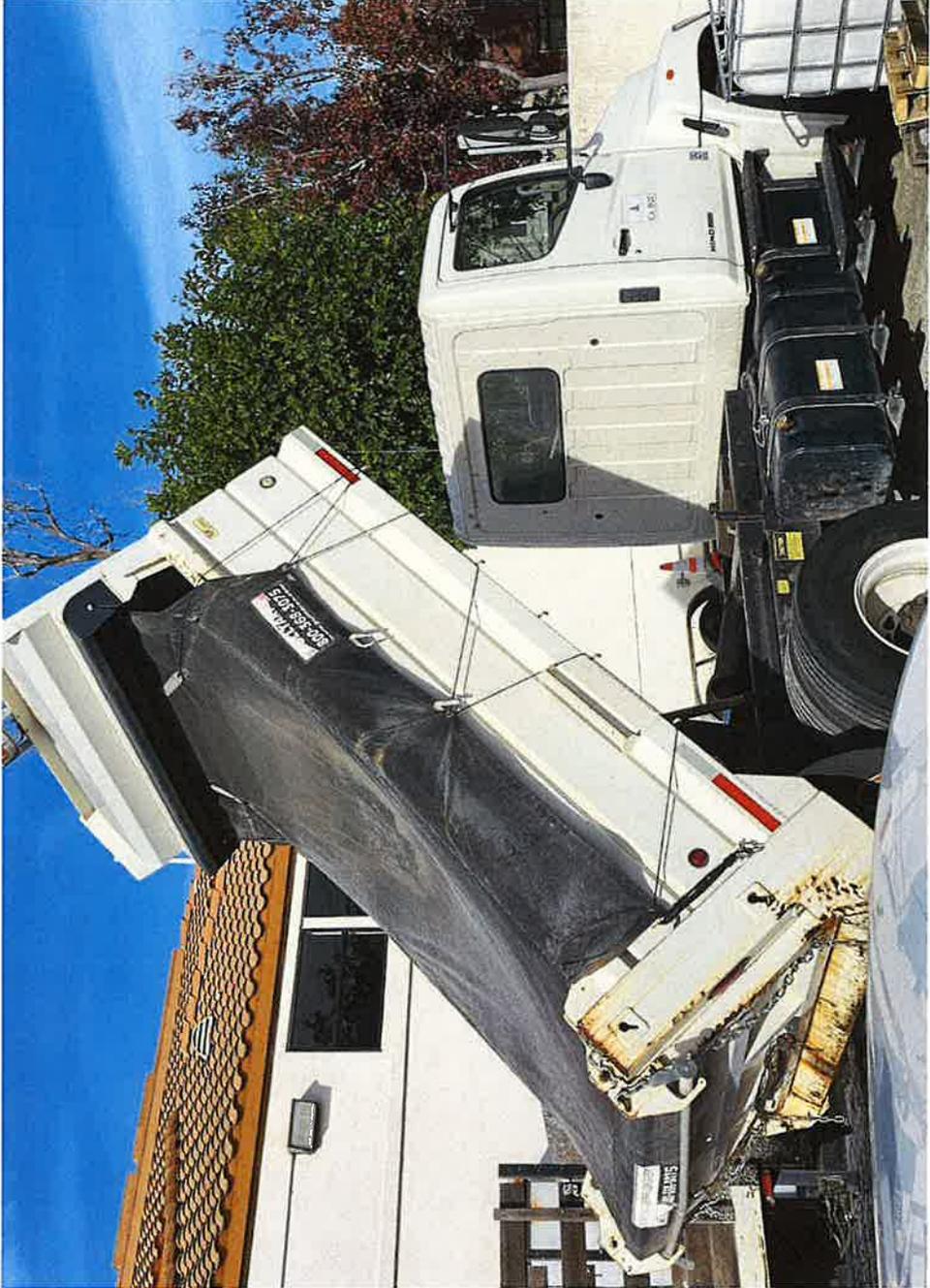


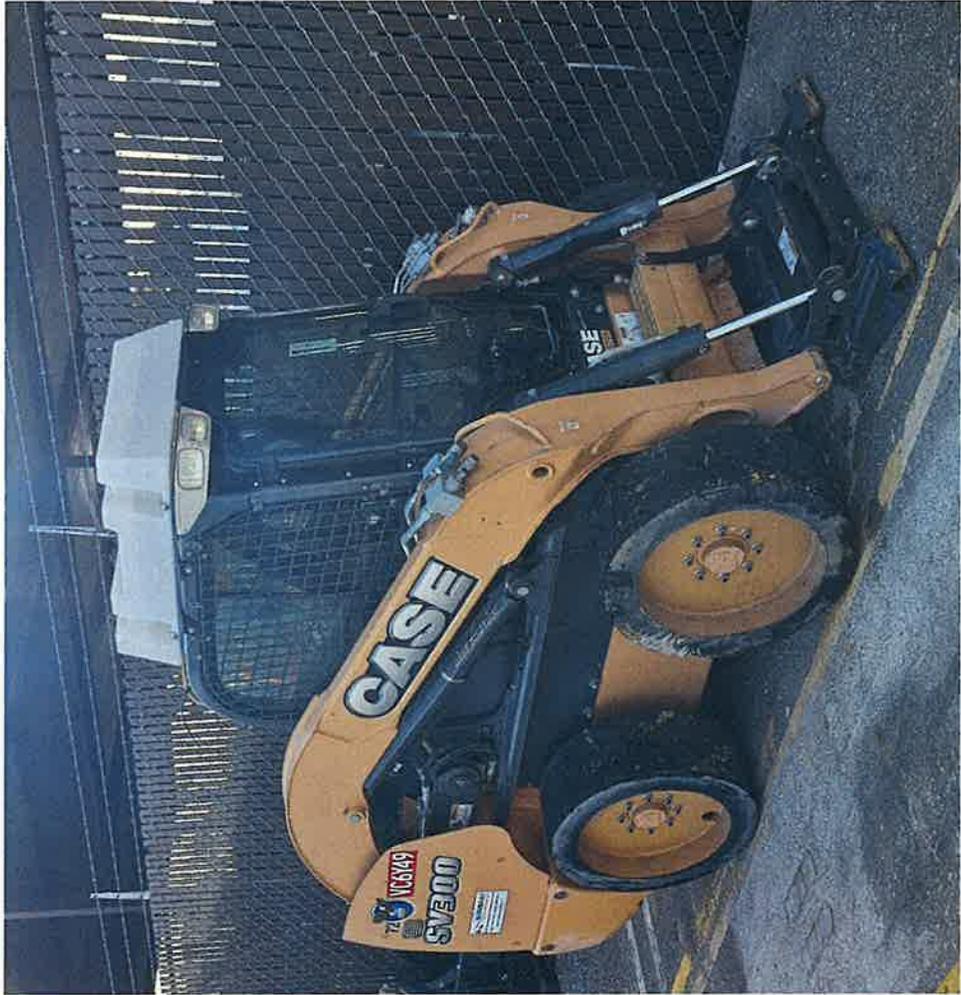






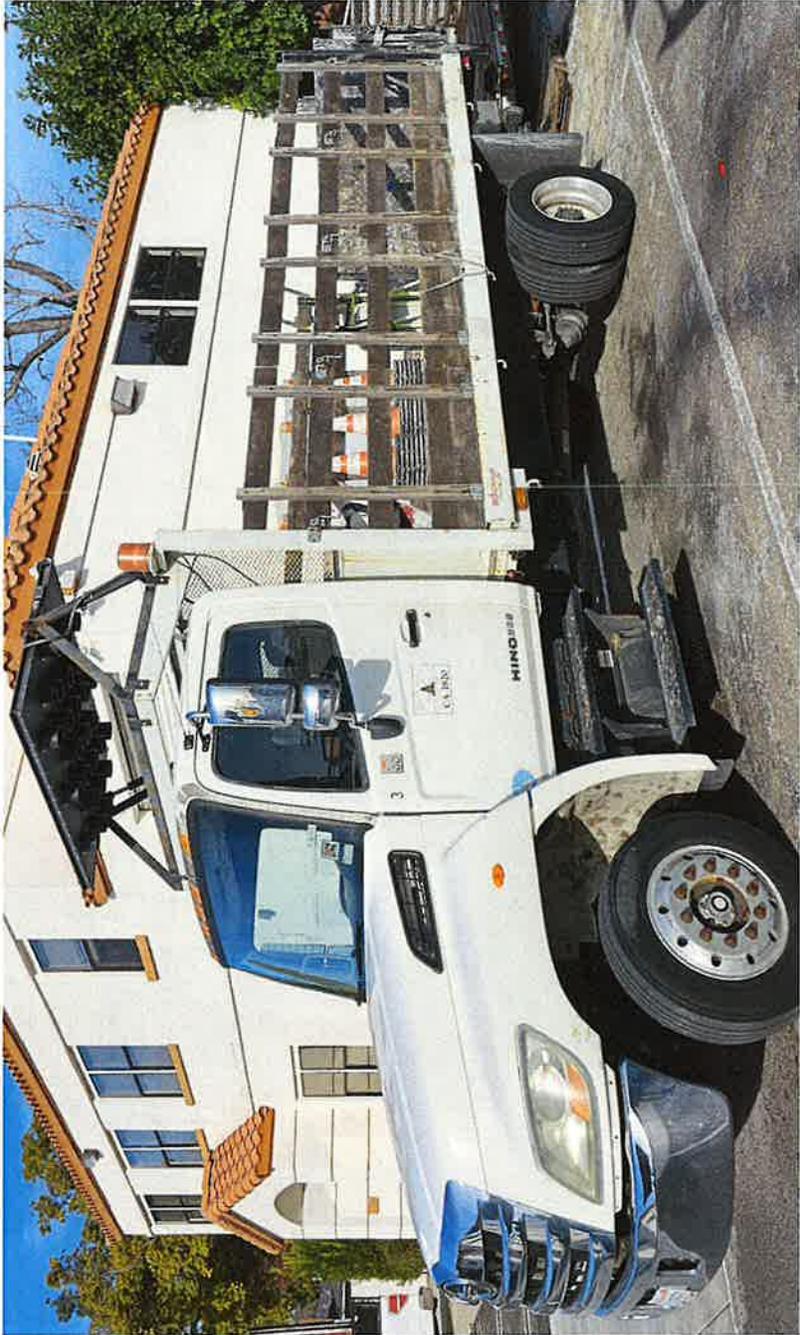
















CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **346095**

Entity **CORP**

Business Name **ORANGE COUNTY STRIPING
SERVICE INC**

Classification(s) **C32 C31**

Expiration Date **03/31/2025**

www.csib.ca.gov





SECRETARY OF STATE

ELECTIONS & VOTER INFO

CAMPAIGN FINANCE

CALIFORNIA BUSINESS PORTAL

ARCHIVES & MUSEUM

Results Detail

Last statement filed on: 9/11/2015

Corporation		
ORANGE COUNTY STRIPING SERVICE, INC.		
Number: C0788341	Incorporation Date: 11/15/1976	Status: Active
Jurisdiction: CA	Type: Domestic Stock	
Address		
183 NORTH PIXLEY ST, ORANGE, CA 92868		
Agent For Service Of Process		
DOUGLAS PATTERSON 183 NORTH PIXLEY ST, ORANGE, CA 92868		

Please review this information to determine if you have located the correct corporation. The corporation is not yet due to file the required statement; therefore, this filing must be filed either by mail or at our public information for the forms and instructions.

[Search Results](#) [New Search](#)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Orange County Striping Service, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 183 N. Pixley Street		Requester's name and address (optional)
6 City, state, and ZIP code Orange, CA 92868			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	5	-	3	0	7	7	1	5	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Kim Patterson</i>	Date ▶ <i>1/1/2024</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That the following agreement is made and entered into, in duplicate, as of the date executed by the City Clerk and the Mayor, by and between **ORANGE COUNTY STRIPING SERVICE, Inc.** hereinafter referred to as the "CONTRACTOR" and the City of Brea, California, hereinafter referred to as "CITY".

WHEREAS, pursuant to a Request for Proposals, a proposal was received, Reviewed by Committee, and declared on the date specified in said requests; and

WHEREAS, City did accept the bid of Contractor; and

WHEREAS, City has authorized the City Clerk and Mayor to enter into a written contract with Contractor for furnishing labor, equipment, and material for the performance of **Traffic Striping & Pavement Markings Throughout City of Brea.**

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the performance of **Traffic Striping & Pavement Markings Throughout City of Brea.**

Said work to be performed in accordance with general provisions, specifications and standards on file in the office of the Director of Maintenance Services and in accordance with bid prices hereinafter mentioned and in accordance with the instruction of the Director of Maintenance Services for a period commencing **March 20, 2024 – February 28, 2025.**

The prices quoted with the bid shall be in effect for one year, at which time the agreement will be subject to review. The City and contractor shall have the option of extending the term of the agreement, by mutual consent of the parties, four (4) times for periods of one year each. Should the agreement be extended, the contract prices shall be adjusted as set forth in paragraph 14 hereof.

2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:**
The aforesaid general provisions, specifications and standards are incorporated herein by reference hereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, together with this written agreement, shall constitute the contract between the parties. This contract is intended to require complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this written agreement shall control.

3. **TERMS OF CONTRACT:**

A. The undersigned bidder agrees to execute the contract within ten (10) working days from the date of notice of award of the contract or upon notice by City after ten (10) working days.

B. The CONTRACTOR, while fulfilling the terms of this Contract, is performing as a representative of CITY and shall provide exceptional Customer Care. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR'S management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of the CITY or CONTRACTOR, for the investigation and response to complaints.

4. INSURANCE: The Contractor shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Compensation Insurance: Before beginning work, the Contractor shall furnish to the Director of Maintenance Services a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

b. For all operations of the Contractor or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) – for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the Contractor in the performance of this Agreement – – or – –: (2) (Alternative to Commercial General Liability) – Comprehensive, broad form General Public Liability

(occurrence) – for bodily injury, death and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

- (3) Comprehensive Automobile Liability (occurrence) – for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.
- (4) Owner’s and Contractor’s Protective (occurrence) – for bodily injury, death and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.
- (5) Other required insurance, endorsements or exclusions as required by the plans and specifications.
- (6) The policies of insurance required in this Section b shall have no less than the following limits of coverage:
 - (i) \$2,000,000 (Two Million Dollars) for bodily injury or death;
 - (ii) \$2,000,000 (One Million Dollars) for property damage;
 - (iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

c. Each such policy of insurance required in paragraph b shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;

(2) Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insured the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by City of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insured; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to City.

d. Prior to commencing performance under this Agreement, the Contractor shall furnish the City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the City before Contractor commences performance. If performance of this Agreement shall extend beyond one (1) year, Contractor shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

5. **LABOR CODE COMPLIANCE:** CONTRACTOR acknowledges that the work required is a "public work" as defined in Labor Code Section 1720, et seq. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. For federal projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. CONTRACTOR shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to City, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the

attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

6. APPRENTICESHIP EMPLOYMENT: In accordance with the provisions of Section 1777.5 of the Labor Code as amended by Chapter 971, Statutes of 1939, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- a. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- d. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contribution to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

8. TRAVEL AND SUBSISTENCE PAY: Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

9. CONTRACTOR'S LIABILITY: The City of Brea and its officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workmen, employees of the Contractor or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the work or at any time before its completion and final acceptance.

The Contractor will indemnify City against and will hold and save City harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the Contractor, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of City, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City, and in connection therewith:

- a. The Contractor will defend any action or actions filed in connection with any of said claims, damages,

penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

b. The Contractor will promptly pay any judgment rendered against the Contractor or City covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the Contractor hereunder, and the Contractor agrees to save and hold the City harmless therefrom.

C. In the event City is made a party to any action or proceeding filed or prosecuted against the Contractor

for damages or other claims arising out of or in connection with the work, operation, or activities of the Contractor hereunder, the Contractor agrees to pay to City any and all costs and expenses incurred by City in such action or proceeding together with reasonable attorneys' fees.

So much of the money due to the Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damage as aforesaid.

10. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of said Code.

11. **CONTRACT RENEWAL NOTIFICATION:** The contractor must request, in writing at least thirty (30) days prior to the end of each year of the contract, contractor desire to extend the agreement and the contractor's desire for an adjustment in the rates of compensation as set forth in paragraphs 15 and 16 hereof.

12. **NOTICES:** All notices required or permitted here-under shall be deemed delivered to the party to whom notice is sent upon personal delivery thereof at the addresses set forth upon which said notice is placed, postage pre-paid, in the United States mail and addressed as follows:

CONTRACTOR:
Ron Wilcox
Orange County Striping Service, Inc.
183 N. Pixley

CITY:
Will Wenz, Maintenance Superintendent
City of Brea
545 N Berry Street

13. SUPERVISOR DESIGNATION: Contractor shall provide to City's Director of Maintenance Services, upon execution of this Agreement, the name of the individual employed by Contractor designated as the Contractor's primary representative for the supervision and prosecution of the work. Said designated person shall be available, upon 30 minutes notice, to respond personally or by telephone to requests for information or instructions concerning the prosecution of the work from City's authorized representatives.

14. EXTENSION OF TERM: During the second twelve (12) month period of the Agreement, the Base Sum per month is subject to a cost-of-living adjustment (Stepped Up Base). The cost-of-living adjustment shall be set at the beginning of the second period adjustment date) in the following manner: The Consumer Price Index for all Urban Consumers (base year 1967 = 100) for the Los Angeles-Long Beach-Anaheim area published by the United States Department of Labor, Bureau of Statistics (Index) which is published for the month immediately preceding the adjustment date (Adjustment Index) shall be compared to the Index which was published for the date immediately preceding the beginning of the first twelve (12) month period (Beginning Index). If the Adjustment Index has increased over the Beginning Index, the monthly payment shall be increased by the amount obtained by Multiplying the base sum by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index.

15. TERMINATION OR ABANDONMENT: This agreement may be terminated by City without cause, upon the giving of a written "Notice of Termination" to Contractor at least sixty (60) days prior to the termination date specified in said notice. Contractor may terminate this agreement only for cause.

16. ATTORNEYS' FEES: In The event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

17. CONTRACT PRICE AND PAYMENT: City shall pay to the Contractor for furnishing material and doing the prescribed work the unit price set forth in accordance with the Contractor's proposal dated February 28, 2024. The initial annual contract will be a not-to-exceed amount of \$60,000.

18. IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CONTRACTOR:

State of California Contractor's License No. 346095

By: Kim Patterson - President Date: March 27, 2024
Name, Title

Contractor's Business Phone: 714-639-4550.

Emergency Phone at which Contractor can be reached at any time: 562-713-0904.

CITY OF BREA, CALIFORNIA

By: _____
Mayor

By: _____
City Clerk

Date: _____



City Council Regular Meeting Communication

Resolution Updating Authorizing Bank Signers and Certain Payment Processes

Meeting	Agenda Group
Tuesday, April 2, 2024, 7:00 PM	CONSENT CALENDAR Item: 3F
TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Amend the Resolution designating a Banking Administrator for the City Operating and Successor Agency bank accounts; authorizing additional bank signer; and updating certain payment processes.

BACKGROUND/DISCUSSION

Banking Administration

California Government Code 53635.2 requires all money belonging to or in the custody of a local agency to be deposited for safekeeping in state or national banks, public banks, savings associations, federal associations, credit unions, or federally insured industrial loan companies in this state, selected by the treasurer or other official having legal custody of the money.

Additionally, California Government Code 53679 states that money belonging to the local agency under the control of any of its officers or employees other than the treasurer, shall be deposited as active or inactive deposits.

All funds collected by the City are ultimately in the custody and under the control of the Administrative Services Department. The Director of Administrative Services has historically acted as the City's banking administrator. The Director of Administrative Services will continue to authorize the opening/closing of banking/investment accounts on behalf the City and its related entities; provide written instructions and signed agreements regarding the banking relationships; provide written instructions regarding authorized check signers, reviews/authorizes wires or otherwise withdraw funds from the City's accounts and other day-to-day banking matters. Resolution No. 2021-055 officially designated the Director of Administrative Services as the City's Banking Administrator.

Authorized Signers

Ordinance No. 798 was adopted February 4, 1986 and amended the Brea Municipal Code relating to warrants and the use of facsimile signature.

Within the 1986 revision, the implied authorized bank signers were the Mayor, Mayor Pro Tem, other members of the City Council, City Treasurer, City Manager, and Assistant City Manager. Periodically, for operational purposes, staffing and title changes requiring additional updates to the list of authorized signers of the City's bank accounts. It continues to be the City's practice of affixing a facsimile signature for both the Mayor and City Treasurer to all checks issued, and countersigned by an authorized signer as required. Resolution No. 2021-055 officially updated the signers by title for the City's General Operating and Successor Agency to the Brea Redevelopment Agency bank accounts. Due to department reorganizations and coverage and succession planning, the proposed resolution would officially authorize the Deputy Director of Administrative Services as an additional signer by title for the City's General Operating and Successor Agency to the Brea Redevelopment Agency bank accounts.

Annually, new signature cards are submitted to the City's banking institution by the Director of Administrative Services, as Banking Administrator for all City banking accounts. To avoid the adoption of a Resolution each time a reorganization

occurs, it is recommended that the reorganization action minutes officially serve as the minute motion of the City Council to make the needed changes.

Payment Approvals/Processing

Furthermore, certain payment processes are needed to be updated. As noted in Resolution No. 2021-055, actual payments between \$10,000 and \$100,000 require a third wet signature. In addition, payment requests in excess of \$500,000 require authorization/confirmation by signature from a member of the City Council.

Staff requests the exception to this rule for payments made for debt service obligations and bi-weekly payroll processing. These payments are routine and are operational in nature, which would alleviate staff time in trying to obtain signatures. The recommended changes do not change the Brea Municipal Code. Rather, they are intended to strengthen the operational processes and provide the reallocation of staff resources based on the current organizational structure.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their March 26, 2024 meeting and recommended for City Council approval.

SUMMARY/FISCAL IMPACT

There is no fiscal impact.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Monica Lo, Deputy Director of Administrative Services

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

2024 020 Resolution_Bank Signature Authority.pdf

RESOLUTION NO. 2024 - 020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CALIFORNIA, UPDATING AUTHORIZED SIGNATURES FOR THE CITY OF BREA'S GENERAL OPERATING AND SUCCESSOR AGENCY BANKING ACCOUNTS AND CERTAIN PAYMENT PROCESSES

A. RECITALS:

1 California Government Code 53635.2 requires all money belonging to or in the custody of a local agency to be deposited for safekeeping in state or national banks, public banks, savings associations, federal associations, credit unions, or federally insured industrial loan companies in this state selected by the treasurer or other official having legal custody of the money.

2 California Government Code 53679 states that money belonging to the local agency under control the control of any of its officers or employees other than the treasurer shall be deposited as active or inactive deposits.

3 All monies belonging to the City are in the custody and under the control of the Administrative Services Department and the Administrative Services Director as the administrator of the accounts to which these funds are deposited for safekeeping.

4 This City Council desires to add additional review and wishes to solidify the authorizations required for payment requests and actual payments of \$100,000 or greater.

5 Amend Resolution No. 2021-055 to authorize additional bank signer and updating certain payment processes.

B. RESOLUTION:

NOW, THEREFORE, be it resolved by the City Council of the City of Brea as follows:

1 The City's Administrative Services Director, or designee, is designated as the City's Banking Administrator and is authorized, on behalf of the City to conduct contracting requirements relating to the deposit, safeguarding and withdrawal of City monies, which include:

- Establish bank accounts and services.
- Sign, or change in writing, agreement with the banks regarding the City's bank deposit relationship.
- Specify in writing to the bank the name of individuals who are authorized in the name of and on behalf of the City to:
 - Withdraw funds from any of the City's banking accounts on the City's checks or orders.
 - Endorse and deliver to the bank, for any purposes, and in any amount, negotiable or non-negotiable items of any kind, and owned by, or held by, or payable to the City.

- Send, review and/or authorize wire and electronic transfers of funds from the City accounts subject to the authorization provided by this resolution.
- Otherwise access the City's deposit accounts.
- Administer all day-to-day banking activities

2 The City officials holding the titles specified below are hereby authorized to draw checks on said deposit accounts of the City of Brea and on file at depositories. Depositories are hereby authorized to honor and pay any and all checks so signed by:

Mayor, Mayor Pro Tem, Council Member, City Treasurer, City Manager, Assistant City Manager, Administrative Services Director, Deputy Director of Administrative Services and Financial Services Manager - Revenue.

3 This authority shall continue until such time as it shall be revoked by the City Council. Reorganization action minutes shall serve as the minute motion to changes in banking signatories as a result of City Council Reorganization. Changes in banking signatories as a result of staff changes shall be handled administratively.

4 Actual payments between \$10,000 and \$100,000 be approved by wet signature by any authorized banking signatory.

5 Payment requests made in excess of \$100,000 be approved by wet signature by the City Manager and Administrative Services Director and the actual payment be signed by either or their designees with the exception of:

- Transfers to and from the Local Agency Investment Fund accounts
- Payments related to payroll and
- Transfers for debt service payments

APPROVED AND ADOPTED this 2nd day of April 2024.

Mayor

ATTEST: _____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 2nd day of April 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk



City Council Regular Meeting Communication

Accept a \$132,861 California Department of Resources Recycling and Recovery (CalRecycle) Senate Bill 1383 Local Assistance Grant

Meeting	Agenda Group
Tuesday, April 2, 2024, 7:00 PM	CONSENT CALENDAR Item: 3G
TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Accept a California Department of Resources Recycling and Recovery (CalRecycle) Senate Bill 1383 Local Assistance Grant, in the amount of \$132,861, for the two-year grant period beginning April 1, 2024 and ending April 1, 2026.

BACKGROUND/DISCUSSION

The City of Brea Public Works Department applied for the CalRecycle Senate Bill 1383 (SB 1383) Local Assistance Grant (FY 2022-2023) under Resolution No. 2023-061, approved by the City Council on November 7, 2023. The Public Works Department was notified on February 26, 2024, that the City of Brea was awarded \$132,861 in grant funds. The SB 1383 Local Assistance Grant provides funding to local jurisdictions to assist with overall SB 1383 compliance efforts. Grant funding will be utilized for the compliance tracking software, procuring recovered organic products, supplementing employee costs, refrigeration equipment for food recovery, and education and outreach activities. The SB 1383 grant funds will help supplement current funding allocations and enhance City staff efforts to comply with SB 1383 legislative requirements.

COMMISSION/COMMITTEE RECOMMENDATION

This item was taken to the March 26, 2024, Finance Committee meeting to gather feedback from committee members. The item was supported and recommended to the City Council for consideration.

SUMMARY/FISCAL IMPACT

The City Council is requested to accept a CalRecycle SB 1383 Local Assistance Grant for \$132,861 for the two-year grant period ending on April 1, 2026. There is no impact on the General Fund for the requested action. Staff will program grant expenditures in the FY 2023-25 Operating Budget.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Francesca Vivanti, Management Analyst

Concurrence: Michael Ho, PE, Public Works Director

Attachments

Attachment A - SB 1383 Local Assistance Grant Award.pdf

Attachment B - Agreement Exhibit A.pdf

Request for Approval

To: **Zoe Heller**
Deputy Director, Division of Circular Economy

From: **Michelle Martin**
Branch Chief, Financial Resources Management Branch

Request Date: **February 14, 2024**

Decision Subject: Awards for the SB 1383 Local Assistance Grant Program (Greenhouse Gas Reduction Fund, Fiscal Year 2022–23)

Action By: February 20, 2024

Summary of Request

Staff requests approval of 387 grant awards in the amount of \$109,590,543 for the SB 1383 Local Assistance Grant Program (Program) for fiscal year (FY) 2022–23.

Funding

The FY 2022–23 Budget Act allocated \$180,000,000 to be used to assist local jurisdictions in the implementation of regulations adopted by the Department of Resources Recycling and Recovery pursuant to Chapter 395 of the Statutes of 2016, with \$9,000,000 reserved to cover administrative costs. CalRecycle allocated \$90,000,000 to the SB 1383 Local Assistance Grant Program. The remaining funds were allocated to the Organics Grant Program to fund immediate, critical infrastructure needed to process organic waste as required by SB 1383. After award of the Organics Grant Program, there was \$19,590,543 remaining. Those funds were moved to the SB 1383 Local Assistance Grant making the total amount available for award to \$109,590,543.

Table 1. Funding

Fund Source	Amount Available	Amount to Fund Item	Amount Remaining	Line Item
Greenhouse Gas Reduction Fund	\$109,590,543	\$109,590,543	\$0	Local Assistance Grants

Background and Findings

Statutory Authority

Senate Bill (SB) 1383 Lara, Chapter 395, Statutes of 2016, set methane emissions reduction targets for California in a statewide effort to reduce emissions of short-lived climate pollutants. The Budget Act of 2022 authorizes CalRecycle to award grants to local jurisdictions to assist in the implementation of programs to meet these statutory requirements.

Program Background

The SB 1383 Local Assistance Grant Program provides funding to assist local jurisdictions with meeting the requirements below:

- Provide organics collection services to all residents and businesses
- Conduct education and outreach to the community
- Secure access to recycling and edible food recovery capacity
- Establish edible food recovery program
- Procure recyclable and recovered organic products
- Monitor compliance and conduct enforcement

Criteria and Process

The Eligibility Criteria and Evaluation Process was approved by the Deputy Director on July 19, 2023 and was presented at the July 2023 CalRecycle Monthly Public Meeting. The Notice of Funds Available was placed on the CalRecycle web site on September 14, 2023, with an appropriate notice sent to interested parties.

Applications were due November 15, 2023, with a secondary due date of December 20, 2023, for authorizing documentation submission. CalRecycle received 390 applications requesting \$78,899,869. Staff reviewed the applications in accordance with the approved evaluation and criteria. Subsequently, three applications did not meet the eligibility requirements and are therefore ineligible. The base grant award is \$75,000 for eligible entities. The remaining funds will be distributed to eligible entities based on per capita calculations using the Department of Finance's January 2023 population statistics and data provided by special districts. Staff proposes to fund 387 applications.

If additional monies become available, staff recommends funding the remaining applicants.

Listed below are the types of projects recommended for funding. The types of projects recommended for funding include but are not limited to: green bins and food waste counter pails, development of education and outreach materials, record keeping subscriptions, equipment for food rescue, compost procurement, enforcement and inspections, and personal and administrative costs.

Recommendation

Staff recommends approval of 387 grant awards as listed below for \$109,590,543.

Table 2. Recommended Awards

Applicant	Award Amount
Alameda County	\$388,722
Amador County <ul style="list-style-type: none"> • City of Amador • City of Lone • City of Jackson • City of Plymouth • City of Sutter Creek 	\$450,000
Castro Valley Sanitary District	\$173,811
Central Contra Costa Solid Waste Authority dba RecycleSmart <ul style="list-style-type: none"> • City of Lafayette • City of Orinda • City of Walnut Creek • Town of Danville • Town of Moraga 	\$531,371
City and County of San Francisco	\$2,161,472
City of Adelanto	\$103,014
City of Agoura Hills	\$75,000
City of Alameda	\$208,212
City of Alhambra	\$218,610
City of Aliso Viejo	\$139,546
City of American Canyon	\$75,000
City of Anaheim	\$858,835
City of Antioch	\$306,999
City of Arcata	\$75,000
City of Artesia	\$75,000
City of Atwater	\$89,452
City of Auburn	\$75,000
City of Avalon	\$75,000
City of Avenal	\$75,000
City of Bakersfield	\$1,065,428
City of Banning	\$89,017
City of Barstow	\$75,000
City of Beaumont	\$154,625
City of Bell Gardens	\$107,651
City of Bellflower	\$207,272
City of Belmont	\$77,478
City of Benicia	\$75,891
City of Berkeley	\$328,023
City of Beverly Hills	\$90,074
City of Big Bear Lake	\$75,000
City of Blythe	\$75,000
City of Brawley	\$79,409
City of Brea	\$132,861

Applicant	Award Amount
City of Brentwood	\$175,139
City of Brisbane	\$75,000
City of Buellton	\$75,000
City of Buena Park	\$224,342
City of Burbank	\$278,760
City of Burlingame	\$86,133
City of Calabasas	\$75,000
City of Calexico	\$108,298
City of Calimesa	\$75,000
City of Camarillo	\$187,556
City of Canyon Lake	\$75,000
City of Capitola	\$75,000
City of Carlsbad	\$304,687
City of Carpinteria	\$75,000
City of Cathedral City	\$141,273
City of Ceres	\$131,683
City of Chico	\$286,162
City of Chino	\$249,249
City of Chino Hills	\$207,619
City of Chula Vista	\$719,552
City of Citrus Heights	\$230,349
City of Claremont	\$103,281
City of Clayton	\$75,000
City of Clovis	\$330,511
City of Coachella	\$118,046
City of Coalinga	\$75,000
City of Colfax	\$75,000
City of Colton	\$145,729
City of Compton	\$250,756
City of Concord	\$324,170
City of Corcoran	\$75,000
City of Corona	\$414,610
City of Coronado	\$75,000
City of Costa Mesa	\$295,972
City of Culver City	\$110,849
City of Cupertino	\$161,264
City of Cypress	\$137,092
City of Daly City	\$270,827
City of Davis	\$174,062
City of Del Mar	\$75,000
City of Delano	\$142,034
City of Desert Hot Springs	\$92,533
City of Diamond Bar	\$146,317
City of Dinuba	\$75,000
City of Dixon	\$75,000

Applicant	Award Amount
City of Dos Palos	\$75,000
City of Downey	\$296,174
City of Dublin	\$193,876
City of East Palo Alto	\$82,120
City of Eastvale	\$188,087
City of El Cajon	\$278,977
City of El Centro	\$123,181
City of El Cerrito	\$75,000
City of El Monte	\$283,529
City of El Segundo	\$75,000
City of Elk Grove	\$466,392
City of Emeryville	\$75,000
City of Encinitas	\$166,263
City of Escalon	\$75,000
City of Escondido	\$395,953
City of Eureka	\$75,785
City of Fairfield	\$317,573
City of Ferndale	\$75,000
City of Fillmore	\$75,000
City of Folsom	\$229,471
City of Fontana	\$561,790
City of Fort Bragg	\$75,000
City of Fortuna	\$75,000
City of Foster City	\$92,779
City of Fountain Valley	\$155,653
City of Fremont	\$602,222
City of Fresno	\$1,415,099
City of Fullerton	\$378,021
City of Galt	\$75,000
City of Garden Grove	\$451,318
City of Gardena	\$162,960
City of Glendale	\$503,362
City of Goleta	\$92,104
City of Grass Valley	\$75,000
City of Gustine	\$75,000
City of Half Moon Bay	\$75,000
City of Hawaiian Gardens	\$75,000
City of Hawthorne	\$229,999
City of Hayward	\$421,847
City of Hemet	\$240,915
City of Hermosa Beach	\$75,000
City of Hesperia	\$267,124
City of Hidden Hills	\$75,000
City of Highland	\$153,056
City of Holtville	\$75,000

Applicant	Award Amount
City of Hughson	\$75,000
City of Huntington Beach	\$514,832
City of Huntington Park	\$146,058
City of Imperial	\$75,000
City of Imperial Beach	\$75,072
City of Indio	\$243,294
City of Industry	\$75,000
City of Inglewood	\$283,195
City of Irvine	\$792,738
City of Jurupa Valley	\$279,920
City of Kerman	\$75,000
City of Kingsburg	\$75,000
City of La Habra	\$168,205
City of La Mesa	\$164,536
City of La Puente	\$104,826
City of La Quinta	\$106,439
City of La Verne	\$91,104
City of Laguna Beach	\$75,000
City of Laguna Hills	\$87,140
City of Laguna Niguel	\$175,628
City of Laguna Woods	\$75,000
City of Lake Elsinore	\$194,453
City of Lake Forest	\$233,689
City of Lakewood	\$215,635
City of Lancaster	\$456,996
City of Lathrop	\$98,934
City of Lawndale	\$88,065
City of Lemon Grove	\$79,101
City of Lemoore	\$77,001
City of Lincoln	\$143,552
City of Livermore	\$227,646
City of Livingston	\$75,000
City of Lodi	\$179,747
City of Lomita	\$75,000
City of Lompoc	\$120,716
City of Long Beach	\$1,194,492
City of Los Alamitos	\$75,000
City of Los Altos	\$88,425
City of Los Angeles	\$9,758,951
City of Lynwood	\$179,579
City of Malibu	\$75,000
City of Manhattan Beach	\$96,873
City of Martinez	\$102,722
City of Maywood	\$75,000
City of Menifee	\$292,997

Applicant	Award Amount
City of Menlo Park	\$92,197
City of Millbrae	\$75,000
City of Milpitas	\$217,999
City of Mission Viejo	\$245,907
City of Modesto	\$569,930
City of Montclair	\$105,184
City of Montebello	\$167,713
City of Monterey Park	\$161,611
City of Moorpark	\$99,117
City of Moreno Valley	\$547,390
City of Morgan Hill <ul style="list-style-type: none"> • City of Gilroy 	\$290,583
City of Mountain View	\$224,560
City of Murrieta	\$292,904
City of Napa	\$207,005
City of National City	\$165,976
City of Newark	\$130,984
City of Norco	\$75,000
City of Norwalk	\$270,003
City of Oakdale	\$75,000
City of Oakland	\$1,094,382
City of Oakley	\$124,605
City of Oceanside	\$451,008
City of Ojai	\$75,000
City of Ontario	\$476,003
City of Orange	\$368,156
City of Orange Cove	\$75,000
City of Oroville	\$75,000
City of Oxnard	\$519,396
City of Pacifica	\$104,117
City of Palm Desert	\$139,155
City of Palm Springs	\$122,267
City of Palmdale	\$437,684
City of Palo Alto	\$182,321
City of Palos Verdes Estates	\$75,000
City of Paramount	\$143,202
City of Pasadena	\$362,784
City of Patterson	\$75,000
City of Pico Rivera	\$165,978
City of Pinole	\$75,000
City of Pittsburg	\$201,796
City of Placentia	\$144,054
City of Placerville	\$75,000
City of Pleasant Hill	\$94,576
City of Pleasanton	\$206,068

Applicant	Award Amount
City of Point Arena	\$75,000
City of Porterville	\$170,155
City of Poway	\$133,635
City of Rancho Cordova	\$218,128
City of Rancho Cucamonga	\$457,434
City of Rancho Mirage	\$75,000
City of Rancho Palos Verdes	\$114,339
City of Rancho Santa Margarita	\$129,967
City of Redding	\$247,509
City of Redlands	\$194,451
City of Redondo Beach	\$185,221
City of Redwood City	\$219,107
City of Reedley	\$75,000
City of Rialto	\$274,747
City of Richmond	\$302,018
City of Ridgecrest	\$80,305
City of Rio Dell	\$75,000
City of Rio Vista	\$75,000
City of Ripon	\$75,000
City of Riverbank	\$75,000
City of Riverside	\$820,247
City of Rocklin	\$192,398
City of Rolling Hills	\$75,000
City of Rolling Hills Estates	\$75,000
City of Roseville	\$404,054
City of Sacramento	\$1,349,680
City of San Bruno	\$116,990
City of San Buenaventura	\$286,025
City of San Carlos	\$84,476
City of San Diego	\$3,551,023
City of San Dimas	\$96,342
City of San Fernando	\$75,000
City of San Gabriel	\$107,700
City of San Jacinto	\$148,186
City of San Jose	\$2,491,720
City of San Juan Capistrano	\$98,957
City of San Leandro	\$234,647
City of San Marcos	\$252,856
City of San Mateo	\$275,609
City of San Pablo	\$89,149
City of San Ramon	\$222,667
City of Sanger	\$76,049
City of Santa Ana	\$783,881
City of Santa Barbara	\$229,264
City of Santa Clara	\$351,102

Applicant	Award Amount
City of Santa Cruz	\$171,801
City of Santa Fe Springs	\$75,000
City of Santa Maria	\$291,555
City of Santa Monica	\$245,580
City of Santa Paula	\$89,465
City of Santee	\$161,453
City of Scotts Valley	\$75,000
City of Seal Beach	\$75,000
City of Selma	\$75,000
City of Shafter	\$75,000
City of Solana Beach	\$75,000
City of South Gate	\$247,931
City of South Lake Tahoe	\$75,000
City of South San Francisco	\$174,647
City of Stanton	\$109,300
City of Stockton	\$835,924
City of Suisun City	\$81,822
City of Sunnyvale	\$412,829
City of Taft	\$75,000
City of Tehachapi	\$75,000
City of Temecula	\$290,059
City of Thousand Oaks	\$326,482
City of Torrance	\$378,497
City of Tracy	\$255,665
City of Trinidad	\$75,000
City of Tulare	\$188,509
City of Turlock	\$191,561
City of Tustin	\$214,092
City of Twentynine Palms	\$75,241
City of Union City	\$180,941
City of Upland	\$211,031
City of Vacaville	\$269,105
City of Vallejo	\$323,093
City of Vernon	\$75,000
City of Victorville	\$363,315
City of Villa Park	\$75,000
City of Visalia	\$378,430
City of Vista	\$266,591
City of Wasco	\$77,035
City of Watsonville	\$137,242
City of West Sacramento	\$148,404
City of Westlake Village	\$75,000
City of Westminster	\$242,417
City of Whittier	\$234,113
City of Wildomar	\$102,186

Applicant	Award Amount
City of Willits	\$75,000
City of Winters	\$75,000
City of Woodlake	\$75,000
City of Woodland	\$163,146
City of Yorba Linda	\$181,754
City of Yucaipa	\$147,896
Contra Costa County	\$459,414
Costa Mesa Sanitary District	\$315,341
Del Norte Solid Waste Management Authority <ul style="list-style-type: none"> • City of Crescent City • Del Norte County 	\$150,000
El Dorado County	\$416,857
El Dorado Hills Community Services District	\$126,168
Fresno County	\$419,377
Garden Grove Sanitary District	\$455,122
Heber Public Utility District	\$75,000
Helendale Community Service District	\$75,000
Home Garden Community Services District	\$75,000
Humboldt County	\$191,655
Imperial County	\$95,705
Kensington Police Protection and Community Services District	\$75,000
Kern County	\$793,965
Kings County	\$87,593
Lake County	\$125,832
Los Angeles County	\$2,592,030
Madera County	\$199,091
Marin City Community Services District	\$75,000
Marin County Hazardous and Solid Waste Management Joint Powers Authority <ul style="list-style-type: none"> • City of Belvedere • City of Larkspur • City of Mill Valley • City of Novato • City of San Rafael • City of Sausalito • Marin County • Town of Corte Madera • Town of Fairfax • Town of Ross • Town of San Anselmo • Town of Tiburon 	\$1,157,867

Applicant	Award Amount
Mariposa County	\$75,000
Mendocino County	\$165,846
Merced County	\$242,717
Midway City Sanitary District	\$274,786
Modoc County	\$75,000
Montara Water & Sanitary District	\$75,000
Monterey County	\$277,986
Monterey Regional Waste Management District (dba ReGen Monterey) <ul style="list-style-type: none"> • City of Carmel-by-the-Sea • City of Del Rey Oaks • City of Marina • City of Monterey • City of Pacific Grove • City of Sand City • City of Seaside • Pebble Beach Community Services District 	\$612,849
Mountain House Community Service District	\$75,000
Nevada County	\$182,132
Novato Sanitary District	\$163,454
Orange County	\$350,165
Oro Loma Sanitary District	\$357,637
Phelan Pinon Hills Community Services District	\$75,360
Placer County	\$297,821
Plumas County	\$75,000
Rancho Murieta Community Services District	\$75,000
Regional Waste Management Authority <ul style="list-style-type: none"> • City of Live Oak • City of Marysville • City of Wheatland • City of Yuba City • Sutter County • Yuba County 	\$667,656
Riverside County	\$1,048,132
Rodeo Sanitary District	\$75,000
Sacramento County	\$1,557,735
Salinas Valley Solid Waste Authority <ul style="list-style-type: none"> • City of Gonzales • City of Greenfield • City of King City • City of Salinas • City of Soledad 	\$722,025

Applicant	Award Amount
San Benito County Integrated Waste Management Regional Agency <ul style="list-style-type: none"> • City of Hollister • City of San Juan Bautista • San Benito County 	\$269,157
San Bernardino County	\$778,319
San Diego County	\$1,328,221
San Gabriel Valley Council of Governments <ul style="list-style-type: none"> • City of Arcadia • City of Azusa • City of Baldwin Park • City of Covina • City of Duarte • City of Glendora • City of Irwindale • City of La Canada Flintridge • City of Monrovia • City of Pomona • City of Rosemead • City of San Marino • City of Sierra Madre • City of South El Monte • City of South Pasadena • City of Temple City • City of Walnut • City of West Covina 	\$2,389,899
San Joaquin County	\$416,125
San Luis Obispo County	\$321,734
San Luis Obispo County Integrated Waste Management Authority <ul style="list-style-type: none"> • Avila Beach Community Services District • California Valley Community Service District • Cambria Community Services District • Cayucos Sanitary District • City of Arroyo Grande • City of Atascadero • City of Grover Beach • City of Morro Bay • City of Paso Robles • City of Pismo Beach • City of San Luis Obispo • Heritage Ranch Community Service District • Los Osos Community Services District • Nipomo Community Service District 	\$1,430,723

Applicant	Award Amount
<ul style="list-style-type: none"> • Oceano Community Service District • San Miguel Community Services District • San Simeon Community Services District • Templeton Community Service District 	
San Mateo County	\$165,976
Santa Barbara County	\$365,114
Santa Clara County	\$245,397
Santa Cruz County	\$338,133
Santa Lucia Community Services District	\$75,000
Shasta County <ul style="list-style-type: none"> • City of Anderson • City of Shasta Lake 	\$328,282
Siskiyou County <ul style="list-style-type: none"> • City of Dorris • City of Dunsmuir • City of Etna • City of Fort Jones • City of Montague • City of Mount Shasta • City of Tulelake • City of Weed • City of Yreka 	\$750,000
Solano County	\$75,000
Sonoma County Waste Management Agency <ul style="list-style-type: none"> • City of Cloverdale • City of Cotati • City of Healdsburg • City of Petaluma • City of Rohnert Park • City of Santa Rosa • City of Sebastopol • City of Sonoma • Sonoma County • Town of Windsor 	\$1,537,564
Stanislaus County	\$292,184
Tamalpais Community Services District <ul style="list-style-type: none"> • Almonte Sanitary District • Alto Sanitary District • Bolinas Community Public Utility District • Homestead Valley Sanitary District • Las Gallinas Valley Sanitary District • Strawberry Recreation District 	\$535,781

Applicant	Award Amount
Tehama County Solid Waste Management Agency <ul style="list-style-type: none"> • City of Corning • City of Red Bluff • City of Tehama • Tehama County 	\$340,333
Town of Apple Valley	\$202,280
Town of Atherton	\$75,000
Town of Colma	\$75,000
Town of Hillsborough	\$75,000
Town of Loomis	\$75,000
Town of Mammoth Lakes	\$75,000
Town of Paradise	\$75,000
Town of Portola Valley	\$75,000
Town of Truckee	\$75,000
Town of Woodside	\$75,000
Town of Yucca Valley	\$75,000
Tulare County	\$354,476
Tuolumne County <ul style="list-style-type: none"> • City of Sonora 	\$211,328
Upper Valley Waste Management Agency <ul style="list-style-type: none"> • City of Calistoga • City of St Helena • Napa County • Town of Yountville 	\$300,000
Ventura County	\$246,469
West Contra Costa Integrated Waste Management Authority <ul style="list-style-type: none"> • City of Hercules 	\$76,194
West Valley Solid Waste Management Authority <ul style="list-style-type: none"> • City of Campbell • City of Monte Sereno • City of Saratoga • Town of Los Gatos 	\$374,757
Yolo County	\$99,195
Total Award	\$109,590,543

Deputy Director Action

On the basis of the information and analysis in this Request for Approval and the findings set out herein, I hereby conditionally approve the grant awards for the SB 1383 Local Assistance Grant Program as listed in Table 2. Each proposed grantee's award is subject to three conditions:

1. The recommended grantee must pay all outstanding debts due to CalRecycle, or bring current any outstanding payments owed to CalRecycle, within 60 days of the date of the award email.

2. The recommended grantee is responsible for submitting all outstanding documents required by CalRecycle during the application process, as well as those identified in the Application Guidelines and Instructions, prior to the release of funding.
3. The recommended grantee must have a valid Resolution in place within 60 days of the date of the award email.

Zoe Heller
Deputy Director

Dated

Exhibit A

Terms and Conditions

SB 1383 Local Assistance Grant Program

Fiscal Year 2022–23

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the grantee for this grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the SB 1383 Local Assistance Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

Air or Water Pollution Violation

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

Americans with Disabilities Act

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Assignment, Successors, and Assigns

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

Audit/Records Access

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions (Exhibit A) and Procedures and Requirements (Exhibit B) with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

Authorized Representative

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

Availability of Funds

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

Bankruptcy/Declaration of Fiscal Emergency Notification

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

Charter Cities

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

Child Support Compliance Act

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.
- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Communications

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

Compliance

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

Conflict of Interest

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person

rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

Contractors/Subcontractors

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

Copyrights

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. grantee hereby grants to CalRecycle a royalty-free, nonexclusive,

transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

Corporation Qualified to do Business in California

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

Discharge of Grant Obligations

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

Disclaimer of Warranty

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

Discretionary Termination

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

Disputes

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies

that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

Drug-Free Workplace Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available counseling, rehabilitation, and employee assistance programs.
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
 - (1) Receive a copy of the drug-free policy statement of the grantee.
 - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future State agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

Effectiveness of Agreement

This Agreement is of no force or effect until signed by both parties.

Entire Agreement

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

Environmental Justice

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

Failure to Perform as Required by this Agreement

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

In addition to forfeiture of grant funds, failure to perform as required by this Agreement may impact Grantee's eligibility for future grants offered by CalRecycle.

Force Majeure

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

Forfeit of Grant Funds/Repayment of Funds Improperly Expended

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

Generally Accepted Accounting Principles

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

Grant Manager

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to

ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

Grantee Accountability

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

Grantee's Indemnification and Defense of the State

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

Grantee's Name Change

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

In Case of Emergency

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

Limited Waiver of Sovereign Immunity and Consent to Jurisdiction

The Grantee expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of CalRecycle, but not as to any other person or entity, as to any dispute which specifically arises under this Agreement and not as to any other action, matters or disputes.

The Grantee does not waive its sovereign immunity with respect to (i) actions by third parties, except for parties acting on behalf of, under authorization from the Grantee or CalRecycle, or (ii) disputes between the Grantee and CalRecycle which do not specifically arise under this Agreement. The Grantee further agrees that exhaustion of tribal administrative remedies, including before any tribal court, shall not be required prior to proceeding to filing a complaint in the appropriate court of law; and

The Grantee and CalRecycle agree that any monetary damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages incurred based on obligations contained in this Agreement that have been demonstrated with substantial certainty and which do not, in any event, exceed the total amount of the award under this Agreement. The Grantee and CalRecycle agree not to assert any claim for damages, injunctive, or other relief which is not consistent with the provisions of this Agreement; and

The Grantee and CalRecycle may seek, and the Grantee may seek after it has exhausted any available remedy through the Government Claims Program and the Program so approves, judicial review for breach of contract in the State Superior Court for Sacramento County, including any appellate proceedings. The Grantee and CalRecycle expressly consent to the jurisdiction of such Court, provided that:

- (a) No person or entity other than the Grantee and CalRecycle is a party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided, however, that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Grantee or CalRecycle in respect to any such third party.
- (b) The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action, and may be enforced like any other judgment of the court in which it is entered.

Nothing in this Agreement shall be construed to constitute a waiver of the sovereign immunity of the Grantee with respect to intervention by any additional party not deemed an indispensable party to the proceeding. Unless otherwise agreed by the Grantee and CalRecycle, any dispute resolution meetings or communications, or mediation, shall be in the context of a settlement discussion to potential litigation and remain confidential to the extent not prohibited by applicable law.

No Agency Relationship Created/Independent Capacity

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

No Waiver of Rights

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

Non-Discrimination Clause

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

Order of Precedence

The performance of this grant shall be conducted in accordance with the Terms and Conditions (Exhibit A), Procedures and Requirements (Exhibit B), Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

Ownership of Drawings, Plans and Specifications

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

Payment

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements (Exhibit B).
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent) retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

Personnel Costs

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate

share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

Real and Personal Property Acquired with Grant Funds

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle. Grantee's violation of this provision shall result in Grantee's reimbursement to CalRecycle of the amount of grant funds used to purchase said equipment and supplies.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.

- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

Recycled-Content Paper

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

Reduction of Waste

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

Reduction of Waste Tires

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

Reimbursement Limitations

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

Reliable Contractor Declaration

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether of any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](https://www.calrecycle.ca.gov/laws/regulations/title14) (https://www.calrecycle.ca.gov/laws/regulations/title14), Division 7, has occurred with respect to the contractor or subcontractor within the

preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

Remedies

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

Severability

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Site Access

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

Stop Work Notice

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

Termination for Cause

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to

this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

Time is of the Essence

Time is of the essence to this Agreement.

Tolling of Statute of Limitations

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

Union Organizing

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (B) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

Venue/Choice of Law

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

Waiver of Claims and Recourse against the State

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

Work Products

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

Workers' Compensation/Labor Code

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



September 2023

Department of Resources Recycling and Recovery

Exhibit B

Procedures and Requirements SB 1383

Local Assistance Grant Program

Fiscal Year 2022–23

Copies of these Procedures and Requirements must be shared with both the Finance Department and the staff responsible for implementing the grant activities.

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Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the SB 1383 Local Assistance Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, and records and audit requirements.

In a Regional Grant, the term “grantee” used throughout this document refers to the Lead Participant (Lead). The Lead is designated to act on behalf of all Non-Lead Participant(s). The Lead manages the grant, is responsible for the performance of the grant and all required documentation and administers the grant funds to its Non-Lead Participants on its behalf.

This document is attached to, and incorporated by reference, into the Grant Agreement.

Milestones

Notice to Proceed Date: Grant Term Begins on the date that CalRecycle sends the award email.

October 1, 2024: Progress Report 1 Due

April 1, 2025: Progress Report 2 Due

October 1, 2025: Progress Report 3 Due

April 1, 2026: Final Report Due

April 1, 2026: Grant Term End

Grants Management System (GMS)

GMS is CalRecycle’s web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle's WebPass page](https://secure.calrecycle.ca.gov/WebPass) (<https://secure.calrecycle.ca.gov/WebPass/>).

Accessing the Grant

Grantees must [log in to GMS](https://secure.calrecycle.ca.gov/Grants) (<https://secure.calrecycle.ca.gov/Grants>) using their web pass. After logging in, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab:** Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab:** Grantee requests reimbursement.
- **Reports tab:** Grantee uploads required reports.

- **Documents tab:** Grantee uploads all other grant documents that are not supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the “Allow Access” check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in [section 17050 of Title 14](https://www.calrecycle.ca.gov/Laws/Regulations/Title14/) (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

If a contractor or subcontractor is placed on the [CalRecycle Unreliable Contractor List](https://www.calrecycle.ca.gov/Funding/Unreliability/) (<https://www.calrecycle.ca.gov/Funding/Unreliability/>) after award of this grant, the grantee may be required to terminate the contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from [CalRecycle's Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms/) (<https://www.calrecycle.ca.gov/Funding/Forms/>).

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

Grant Term

The Grant Term begins on the date CalRecycle sends the award email, which is the formal notification from CalRecycle authorizing the grantee to begin the grant project and ends on April 1, 2026. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to the grant term start date or after the end date are not eligible for reimbursement.

The Final Report is due on April 1, 2026.

Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts on the date CalRecycle sends the award email and ends on April 1, 2026. (All grant expenditures must be for activities, products, and costs specifically included in the approved Budget. Costs must be incurred after the term start date and before the end of the Grant Term. All services must be provided, and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services in the progress report.

Eligible costs are limited to the following:

- Personnel
 - Consultants
 - Safety Equipment
 - Vehicles/Trucks/Trailers
 - Vehicles/tractors/trailers, turf tires, forklifts or compost slingers
- Note:** The Grantee needs to own and control all items if they do not have a service agreement with a food recovery facility/hub, however the Grantee may allow a food recovery facility/hub to use the vehicle for grant implementation purposes.
- Mobile pantries
 - Education and Outreach materials
 - Print Media
 - Television, radio, video, and social media
 - Materials offered in other languages
 - Door-to-Door Outreach
 - Signage
 - Conferences and symposiums (requires Grant Manager pre-approval)
 - Recordkeeping or tracking software
 - Software to match donor with food bank
 - Recordkeeping/reporting software
 - Procurement tracking software
 - Apps for food recovery
 - Mobile app development
 - Inspections and Enforcement
 - Training
 - Mileage
 - Educational materials

- Tablet/Electronic Devices (seven inches or more measured diagonally) used for the purposed of organic tracking and Education and Outreach
 - Maximum price of \$500 (excluding sales tax) and limit to one (exceptions may be approved on a case-by-case basis)
 - Accessories used for security, protection, and charging
- Equipment
 - Food dehydrator
 - Personal protection equipment
 - Food distribution – including refrigeration, coolers, and packing materials.

Note: The Grantee needs to own and control all items if they do not have a service agreement with a food recovery facility/hub, however the Grantee may allow a food recovery facility/hub to use the vehicle for grant implementation purposes.
- Bins and lids
 - Includes, but is not limited to, curbside, small household food waste pail, labeling, and liners
- Procurement of recovered/recycled organic products
- Food safety certification
- Cameras to prevent contamination
- Edible Food Recovery projects
 - Grantees are encouraged to use a percentage of grant funds for Edible Food Recovery projects.
- Food Waste Prevention projects
 - Projects that prevent food waste from being generated and becoming waste that is normally destined for landfills. Examples of food waste prevention projects include, but are not limited to:
 - Modernizing production and handling practices to prevent and reduce food preparation waste.
 - Identifying and modifying ordering practices that result in measurable decreases in food waste.
 - Creating and expanding education and outreach programs that result in quantifiable reductions in food waste.

Ineligible Costs

Any costs not directly related to SB 1383 implementation are ineligible for reimbursement. The grantee should contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to the Term Start Date
- Development, purchase, or distribution of strictly promotional give-away items [Stuff We All Get, \(SWAG\)](https://calrecycle.ca.gov/funding/acronyms/swag/) (https://calrecycle.ca.gov/funding/acronyms/swag/)
- Purchase or lease of land or buildings
- Equipment or services not directly related to grant implementation
- Food liquefiers
- Food recovery facility rent (without service agreement)
- Disposal costs
- Costs currently covered by or incurred under any other CalRecycle loan, grant, or contract
- Cell phones

- Purchase of data plans and/or mobile service plans/hotspots
- Costs related to website host and web page domain
- Audit expenses
- Sponsorship or licensing fees for events/programs
- Food or beverages (e.g., as part of meetings, workshops, or events)
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
 - Refer to the [Memorandum for travel policies](https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx) (https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx).
 - Reimbursement rates are subject to change at any time by the State of California without prior notification.
- Personnel costs not directly related to grant activities
- Fines or penalties due to violation of federal, state, or local laws, ordinances, or regulations
- Any costs for construction projects by charter cities prohibited by Labor Code section 1782.
- Any costs not consistent with local, state, or federal laws, guidelines, and regulations
- Costs deemed unreasonable or not related to the project by the Grant Manager
- The total amount of indirect costs charged to the grant shall not exceed 10 percent of the grant funds reimbursed. These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity but considered necessary for the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services, and administrative salaries as well as contractor's indirect costs in their contracts, are examples of indirect costs. All indirect costs charged to the grant must be associated with grant activities.

Modifications

The grantee must submit any proposed revision(s) to the Budget in writing to the Grant Manager. The grantee may not incur costs or make expenditures based on the revision without first receiving the Grant Manager's written approval. Proposed revisions must be clearly marked in the Budget document and must be accompanied by a summary of proposed changes or modifications, including justification for the proposed changes. If approved, the Grant Manager will upload the revised Budget to GMS and notify the grantee. The grantee may submit proposed revisions in conjunction with a Progress Report, but they cannot be submitted as part of the Progress Report. The grantee should retain the approval document(s) for audit purposes. See the "Audit Record/Access" section of the Terms and Conditions (Exhibit A).

Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan. Please contact your Grant Manager for the CalRecycle logo.

The following items require acknowledgement of funding from CalRecycle and pre-approval from the CalRecycle Grant Manager prior to incurring the expense:

- All television, radio and video scripts
- Functional premiums, if the per unit price is greater than \$6.00
- Advertisements
- Audio and/or visual material
- Brochures
- Newspaper ads
- Pamphlets
- Other outreach

All publicity and education materials must include the following:

1. “Funded by a grant from CalRecycle.” Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line or if it would interfere with the message.
 - There are two acceptable Spanish translations: “Financiado por una beca del CalRecycle” or “Patrocinado por fondos del CalRecycle.” For other languages, the Grantee must work with a certified translator or person fluent in reading and writing that language. All exceptions must be pre-approved in writing by the CalRecycle Grant Manager.
2. [CalRecycle logo](https://www.calrecycle.ca.gov/gallery/) (<https://www.calrecycle.ca.gov/gallery/>) as reflected on the CalRecycle website, can be obtained from the Office of Public Affairs at opa@calrecycle.ca.gov.
3. Press Releases – the only requirement is to place the name of “CalRecycle” as an acknowledgement in the body of the release.

Reporting Requirements

The Grant Agreement requires three Progress Reports and a Final Report; however, the Grant Manager may require additional Progress Reports at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due date may result in rejection of the report and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The grantee must upload all reports in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above).

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
 - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
 - The maximum character limit is 60.
 - Do not include special characters in file names.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed.

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement, rejection of the Payment Request, and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. The grantee must report any problems or delays immediately to the Grant Manager.

Electronic and Original Signatures

CalRecycle requires certified e-Signature on documents or forms that certify legally binding information.

Note: E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program) and cannot be the “Fill and Sign” function within Adobe. Any documents using the “Fill and Sign” method is considered incomplete and may be sent back to the grantee.

If you have questions, email grantassistance@calrecycle.ca.gov.

Progress Report

The grantee must submit a **Progress Report** by the due dates listed in the Milestones Section of this document. CalRecycle will provide the reporting template at a later date. These reports should cover grant activities that occurred within the specified reporting period.

Final Report

The Final Report is due **April 1, 2026**. The reporting template will be provided at a later date. This report should cover grant activities **from the Term Start Date** through **April 1, 2026**. The grantee must include the following items in the Final Report:

- The Grant Number, grantee’s name, and Grant Term.
- The following disclaimer statement on the cover page:
“The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text.”

Grant Payment Information

- CalRecycle will only make grant payments to the grantee. It is the grantee’s responsibility to pay all contractors and subcontractors for purchased goods and services. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit.
- The grantee must provide a [Reliable Contractor Declaration \(CalRecycle 168\)](https://www.calrecycle.ca.gov/Funding/forms/) (<https://www.calrecycle.ca.gov/Funding/forms/>) signed under penalty of perjury by the grantee’s contractors and subcontractors in accordance with the “Reliable Contractor Declaration” section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to

commencement of work. See the “Reliable Contractor Declaration” section in Terms and Conditions (Exhibit A) for more information.

Reporting and Documentation

The grantee must submit all expenditures in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above). Please refer to the “Milestones” section (above) for required due dates.

To submit Supporting Documentation:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
 - a. Choose **Advance Reconcile** for the **Transaction Type** and enter the amount spent in each budget subcategory.
 - b. When the transaction is complete, click the **Save** button.
 - c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
3. Click the **Upload Supporting Documents** button.
 - a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save**.
 - b. Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
 - c. The maximum allowable file size for each document is 35MB.
 - d. The maximum character limit is 60.
4. Do not include special characters in file names. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.

Note: Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

Supporting Documentation

- **Expenditure Itemization Summary (EIS)**
 - All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the grantee’s Budget tab.
 - Grantees are required to maintain supporting documentation pertaining to the EIS and may be required to provide them at the request of the Grant Manager at any time.
Note: CalRecycle will provide a template at a later date.
- **Certification Document**
 - The Signature Authority will need to certify under penalty of perjury that information provided in the EIS is correct.
Note: CalRecycle will provide a template at a later date.
- **Personnel Expenditure Summary (PES) (CalRecycle 165)**
 - A Personnel Expenditure Summary should be submitted if salaries are included. Salaries include government taxes and benefits.

- Document personnel expenditures based on actual time spent on grant activities and actual amounts paid to personnel.
- **Travel Expense Log (CalRecycle 246)**
 - A Travel Expense Log should be submitted if vehicle mileage is included for reimbursement in the payment request. Only travel expenses directly related to the implementation of the grant can be claimed. Mileage will be reimbursed at the State rate.
- **Cost and Payment Documentation**
 - Acceptable cost and payment documentation must include at least one of each of the following.
 - Invoices, receipts, or purchase orders must include the vendor's name and telephone number, address, description of goods or services purchased, amount due, and date. The claimed expenses should be highlighted and identified with applicable task number on each invoice.
 - Proof of payment may include:
 - copy of cancelled check(s) that shows an endorsement from the banking institution
 - invoice(s) showing a zero balance, or stamped "paid" with a check number, date paid, and initials
 - accounting system report from local government if it contains the vendor name, date of invoice, invoice number, check number or internal ID, and date amount was paid
 - bank statement(s) along with a copy of the endorsed check or invoice showing the check number
 - copy of an electronic funds transfer confirmation
 - copy of a credit card statement(s)
 - The Grant Manager may require additional cost and payment documentation as necessary to verify eligible costs.

Most forms listed above are available on the [CalRecycle Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms) (<https://www.calrecycle.ca.gov/Funding/Forms>).

Unspent Funds

Funds that are unspent at the end of the grant term must be returned by check to CalRecycle by April 1, 2026. Checks should be made payable to the Department of Resources Recycling and Recovery. Checks must contain the Grant Number (i.e., OWR4-22-xxxx), specify "SB 1383 Local Assistance Grant Unspent Funds," and be mailed to:

CalRecycle Accounting
 SB 1383 Local Assistance Grant Unspent Funds
 PO Box 4025
 Sacramento, CA 95812-4025

Unspent funds due to CalRecycle but left unpaid may result in ineligibility for future grant and payment program funding. If there are questions or other issues related to expenditures, work with your Grant Manager to resolve these issues.

Audit Considerations

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. CalRecycle may stipulate a longer period of records retention in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments if any relating to the Budget or Work Plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices, and cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.



City of Brea

City Council Regular Meeting Communication

Outgoing Payment Log and March 15 and 22, 2024 City Disbursement Registers

Meeting	Agenda Group
Tuesday, April 2, 2024, 7:00 PM	CONSENT CALENDAR Item: 3H
TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Receive and file.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Ana Conrique, Senior Accountant and Monica Lo, Deputy Director of Administrative Services

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

City Outgoing Payment Log-Feb 24.pdf

City Disbursement Register 3.15.24.pdf

City Disbursement Register 3.22.24.pdf

City of Brea
Outgoing Payment Log
February 2024

Effective Date	Vendor	Description	Amount
<u>General Account Electronic payments</u>			
2/2/2024	Golfnow	Golf credit card processing fees	7,204.65
2/5/2024	Citizens Business Bank	COMDEV, FIN, PD credit card processing fees	4,533.90
2/5/2024	Paypal	Paypal processing fees	104.65
2/6/2024	CALPERS	Medical payment	394,232.82
2/9/2024	ADP	ILJAOB Payroll service fee	140.12
2/9/2024	Brea Payroll	Brea staff payroll	994,860.17
2/9/2024	Brea Payroll	Employee deductions	91,053.48
2/9/2024	EDD	Payroll State taxes	61,308.76
2/9/2024	CA SDU	Child support payments	549.23
2/9/2024	IRS	Payroll Federal taxes	190,632.87
2/13/2024	CALPERS	Member retirement	284,635.48
2/16/2024	Brea Payroll Resubmit	Brea staff payroll	3,024.23
2/16/2024	SquareApp	Chargeback	45.97
2/20/2024	Telecheck	Telecheck processing fees	376.54
2/22/2024	ICMA	Retiree medical benefit	39,591.38
2/23/2024	Citizens Business Bank	Monthly banking service fee	2,759.94
2/23/2024	Brea Payroll	Brea staff payroll	1,011,791.90
2/23/2024	Brea Payroll	Employee deductions	98,319.23
2/23/2024	EDD	Payroll State taxes	63,585.33
2/23/2024	CA SDU	Child support payments	549.23
2/23/2024	IRS	Payroll Federal taxes	198,228.31
2/26/2024	Paymentus	Monthly service fee	6,638.98
2/26/2024	CA Dept of Tax	Sales tax	513.84
2/27/2024	CALPERS	Member retirement	285,335.55
2/28/2024	ILJAOB Payroll	ILJAOB staff salary & payroll taxes	8,904.36
2/28/2024	ADP	ILJAOB Payroll service fee	4,214.87
		Subtotal	\$ 3,753,135.79
<u>Imprest Accounts</u>			
	Various	Workers Compensation Claims	91,666.51
	Various	General Liability Claims	47,455.30
		Subtotal	\$ 139,121.81
		Total	\$ 3,892,257.60

City Disbursement Register

Between Mar 11, 2024 12:00 AM and Mar 15, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194853	ADT COMMERCIAL (PROTECTION ONE)	03/15/2024	30606	475141471	SUP RPR/SMOKEDET REPL	\$4,995.00
					ADT COMMERCIAL (PROTECTION ONE) Total Check Amount:	\$4,995.00
194854	AT&T CALNET	03/15/2024	20391	360515145	CALNET FEB 2024	\$57.15
		03/15/2024	20391	360515147	CALNET FEB 2024	\$30.46
		03/15/2024	20391	420515131	CALNET FEB 2024	\$280.38
		03/15/2024	20391	475141471	CALNET FEB 2024	\$15,024.67
					AT&T CALNET Total Check Amount:	\$15,392.66
194855	AT&T LONG DISTANCE	03/15/2024	1737	475141471	807752441 10/3-11/2	\$49.14
					AT&T LONG DISTANCE Total Check Amount:	\$49.14
194856	AT&T LONG DISTANCE	03/15/2024	1737	475141471	807752441 3/3-4/2	\$48.54
					AT&T LONG DISTANCE Total Check Amount:	\$48.54
194857	AVIDEX INDUSTRIES LLC	03/15/2024	32373	490515151	CC PROJ SCREEN PB#2	\$1,437.43
					AVIDEX INDUSTRIES LLC Total Check Amount:	\$1,437.43
194858	BAS (STDF) PRODUCTIONS, INC	03/15/2024	32790	110000000	TRUST ACCOUNT ADJ	\$0.03
		03/15/2024	32790	840000000	TRUST ACCOUNT REFUND	\$228.50
		03/15/2024	32790	84032323P	TRUST ACCOUNT ADJ	(\$0.03)
					BAS (STDF) PRODUCTIONS, INC Total Check Amount:	\$228.50
194859	CHARTER COMMUNICATIONS	03/15/2024	31694	110111161	CABLE CHGS FEB-APR24	\$18.68
		03/15/2024	31694	110222211	CABLE CHGS FEB-APR24	\$74.72
		03/15/2024	31694	110404311	CABLE CHGS FEB-APR24	\$18.68
		03/15/2024	31694	110141481	CABLE CHGS FEB-APR24	\$18.68
		03/15/2024	31694	110212111	CABLE CHGS FEB-APR24	\$399.16
		03/15/2024	31694	110404211	CABLE CHGS FEB-APR24	\$251.76
		03/15/2024	31694	110111151	CABLE CHGS FEB-APR24	\$70.86
		03/15/2024	31694	110404521	CABLE CHGS FEB-APR24	\$38.81
		03/15/2024	31694	110111143	CABLE CHGS FEB-APR24	\$35.43
		03/15/2024	31694	110323212	CABLE CHGS FEB-APR24	\$89.54
		03/15/2024	31694	420515131	CABLE CHGS FEB-APR24	\$279.85
		03/15/2024	31694	490515151	CABLE CHGS FEB-APR24	\$18.68
					CHARTER COMMUNICATIONS Total Check Amount:	\$1,314.85
194860	CINTAS	03/15/2024	24347	110404211	FIRST AID RESTOCK BCC	\$193.89
					CINTAS Total Check Amount:	\$193.89
194861	CITY OF ANAHEIM	03/15/2024	4908	110212131	PD AIR SUPPORT 2023Q4	\$983.33
					CITY OF ANAHEIM Total Check Amount:	\$983.33
194862	CITY OF LA HABRA - NORTH SPA	03/15/2024	3517	280323215	22/23 CITY PROG COSTS	\$136,363.00
					CITY OF LA HABRA - NORTH SPA Total Check Amount:	\$136,363.00
194863	COMMERCIAL AQUATIC SERVICES, INC.	03/15/2024	25513	110404422	POOL CHEMICALS	\$1,264.60
		03/15/2024	25513	110404422	SODIUM BICARBONATE	\$980.58

City Disbursement Register

Between Mar 11, 2024 12:00 AM and Mar 15, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
COMMERCIAL AQUATIC SERVICES, INC.						Total Check Amount: \$2,245.18
194864	THE COUNSELING TEAM INTERNATIONAL	03/15/2024	13933	110222221	EMPL SUPP SVCS FEB24	\$330.00
THE COUNSELING TEAM INTERNATIONAL						Total Check Amount: \$330.00
194865	COUNTY OF ORANGE HEALTH CARE AGENCY	03/15/2024	19197	420515131	23/24 CUPA TONNER PS	\$10.00
		03/15/2024	19197	430515123	23/24 CUPA LF LIFTSTN	\$10.00
COUNTY OF ORANGE HEALTH CARE AGENCY						Total Check Amount: \$20.00
194866	SOUTHERN CALIFORNIA EDISON	03/15/2024	3343	110515143	ELECTRICITY FEB2024	\$15.47
		03/15/2024	3343	490515151	ELECTRICITY FEB2024	\$5,445.85
		03/15/2024	3343	110515125	ELECTRICITY FEB2024	\$8,964.95
		03/15/2024	3343	361515148	ELECTRICITY FEB2024	\$16.41
		03/15/2024	3343	110515121	ELECTRICITY FEB2024	\$4,042.53
SOUTHERN CALIFORNIA EDISON						Total Check Amount: \$18,485.21
194867	FRONTIER COMMUNICATIONS	03/15/2024	26183	420515131	5622821220 0228-0327	\$178.27
FRONTIER COMMUNICATIONS						Total Check Amount: \$178.27
194868	HERITAGE OAK ELEMENTARY SCHOOL	03/15/2024	23943	110	ACCOUNT BAL REFUND	\$18.75
HERITAGE OAK ELEMENTARY SCHOOL						Total Check Amount: \$18.75
194869	HYDROPRO SOLUTIONS	03/15/2024	31845	420	WATER METERS S/TAX	(\$921.16)
		03/15/2024	31845	420515131	WATER METERS	\$8,681.87
		03/15/2024	31845	420515131	WATER METERS+ENCODERS	\$5,721.27
HYDROPRO SOLUTIONS						Total Check Amount: \$13,481.98
194870	INTIME SOLUTIONS INC.	03/15/2024	20876	950000000	ILJAO ISE TEXT FEB24	\$3,493.60
INTIME SOLUTIONS INC.						Total Check Amount: \$3,493.60
194871	JOHNSON FLOORING, INC.	03/15/2024	32556	181404250	REFINISH GYM FLOOR	\$32,000.00
JOHNSON FLOORING, INC.						Total Check Amount: \$32,000.00
194872	KEVIN MALONE	03/15/2024	32214	110404541	TTD24 BARTENDING	\$300.00
KEVIN MALONE						Total Check Amount: \$300.00
194873	NATIONWIDE	03/15/2024	20975	110	4436 PET INS FEB 2024	\$1,485.54
NATIONWIDE						Total Check Amount: \$1,485.54
194874	NEON ONE - ARTS PEOPLE	03/15/2024	31922	110404542	TICKET FEES FEB 2024	\$700.92
NEON ONE - ARTS PEOPLE						Total Check Amount: \$700.92
194875	NEWGEN STRATEGIES & SOLUTIONS, LLC	03/15/2024	31442	420515131	IMP FEES STUDY FEB24	\$1,710.00
		03/15/2024	31442	430515123	IMP FEES STUDY FEB24	\$2,565.00
NEWGEN STRATEGIES & SOLUTIONS, LLC						Total Check Amount: \$4,275.00
194876	ORIGINAL EQUIPMENT AUTO SUPPLY	03/15/2024	32413	480515161	STARTER	\$312.31
ORIGINAL EQUIPMENT AUTO SUPPLY						Total Check Amount: \$312.31
194877	PEOPLE SPACE	03/15/2024	28721	110141431	FILE CABINET	\$868.43
PEOPLE SPACE						Total Check Amount: \$868.43

City Disbursement Register

Between Mar 11, 2024 12:00 AM and Mar 15, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194878	PRECISION WALLCOVERING & PAINTING	03/15/2024	32792	110404541	GALLERY TITLE WALL	\$774.00
PRECISION WALLCOVERING & PAINTING					Total Check Amount:	\$774.00
194879	PTM DOCUMENT SYSTEMS	03/15/2024	17036	110141431	W2/1099 FORMS	\$278.95
PTM DOCUMENT SYSTEMS					Total Check Amount:	\$278.95
194880	PUENTE HILLS FORD	03/15/2024	25742	480515161	COOLING FAN	\$287.95
PUENTE HILLS FORD					Total Check Amount:	\$287.95
194881	ROYAL PAPER CORPORATION	03/15/2024	26215	110141441	SUPPLIES	\$1,286.14
ROYAL PAPER CORPORATION					Total Check Amount:	\$1,286.14
194882	SANTA ANA WATERSHED ASSOCIATION	03/15/2024	20672	110222231	ARUNDO REMOVAL - CCYN	\$28,575.22
		03/15/2024	20672	110222231	PO ADJ - TASK CODE	(\$14,287.61)
SANTA ANA WATERSHED ASSOCIATION					Total Check Amount:	\$14,287.61
194883	SOUTH COAST EMERGENCY VEHICLE SVC	03/15/2024	31883	480515161	SHOP SUPPLIES	\$1,150.56
SOUTH COAST EMERGENCY VEHICLE SVC					Total Check Amount:	\$1,150.56
194884	SPARKLETTS	03/15/2024	3001	110111161	COUNCIL MTG WTR JAN24	\$20.66
SPARKLETTS					Total Check Amount:	\$20.66
194885	SPARKLETTS	03/15/2024	3001	110111161	COUNCIL MTG WTR FEB24	\$21.57
		03/15/2024	3001	110111161	CC FOUNTAIN WTR FEB24	\$8.98
SPARKLETTS					Total Check Amount:	\$30.55
194886	SPARKLETTS	03/15/2024	3001	110141441	WTRDISP+BOTTLES FEB24	\$808.80
		03/15/2024	3001	110404215	BOTTLED WATER FEB24	\$14.38
SPARKLETTS					Total Check Amount:	\$823.18
194887	ST. JUDE MEDICAL CENTER	03/15/2024	3503	174222222	PM SUPPLIES 2023 Q4	\$3,400.30
ST. JUDE MEDICAL CENTER					Total Check Amount:	\$3,400.30
194888	T-MOBILE	03/15/2024	24748	110212121	PHONE INV 2/16-3/16	\$100.00
T-MOBILE					Total Check Amount:	\$100.00
194889	TOXGUARD FLUID TECHNOLOGIES	03/15/2024	9130	480515161	COOLANT	\$973.51
TOXGUARD FLUID TECHNOLOGIES					Total Check Amount:	\$973.51
194890	TRUEPOINT SOLUTIONS, LLC	03/15/2024	32694	110323241	ACCELA SUPPORT	\$247.50
TRUEPOINT SOLUTIONS, LLC					Total Check Amount:	\$247.50
194891	UNIFIRST CORPORATION	03/15/2024	27988	110515125	UNIFORM SVCS FEB 2024	\$45.64
		03/15/2024	27988	360515145	UNIFORM SVCS FEB 2024	\$8.88
		03/15/2024	27988	440515126	UNIFORM SVCS FEB 2024	\$10.68
		03/15/2024	27988	480515161	UNIFORM SVCS FEB 2024	\$165.70
		03/15/2024	27988	110515144	UNIFORM SVCS FEB 2024	\$30.88
		03/15/2024	27988	361515148	UNIFORM SVCS FEB 2024	\$1.13
		03/15/2024	27988	110515121	UNIFORM SVCS FEB 2024	\$170.87
		03/15/2024	27988	110515141	UNIFORM SVCS FEB 2024	\$113.54

City Disbursement Register

Between Mar 11, 2024 12:00 AM and Mar 15, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194891	UNIFIRST CORPORATION	03/15/2024	27988	110515148	UNIFORM SVCS FEB 2024	\$1.12
		03/15/2024	27988	420515131	UNIFORM SVCS FEB 2024	\$144.72
		03/15/2024	27988	430515123	UNIFORM SVCS FEB 2024	\$41.16
		03/15/2024	27988	490515151	CM032024-2 1/29RETURN	(\$654.29)
		03/15/2024	27988	490515151	UNIFORM SVCS FEB 2024	\$207.92
		03/15/2024	27988	110515143	UNIFORM SVCS FEB 2024	\$12.00
UNIFIRST CORPORATION					Total Check Amount:	\$299.95
194892	VERIZON CONNECT NWF, INC.	03/15/2024	25293	480515161	PW GPS SVCS JAN/FEB24	\$2,006.75
VERIZON CONNECT NWF, INC.					Total Check Amount:	\$2,006.75
194894	VERIZON WIRELESS	03/15/2024	21122	110222223	9957301471 0123-0222	\$1,852.85
		03/15/2024	21122	420141421	9957301471 0123-0222	\$120.03
		03/15/2024	21122	430515123	9957301471 0123-0222	\$596.67
		03/15/2024	21122	110111151	9957301471 0123-0222	\$130.73
		03/15/2024	21122	110141411	9957301471 0123-0222	\$20.02
		03/15/2024	21122	110323231	9957301471 0123-0222	\$52.02
		03/15/2024	21122	110323241	9957301471 0123-0222	\$88.92
		03/15/2024	21122	110323243	9957301471 0123-0222	\$41.91
		03/15/2024	21122	110404311	9957301471 0123-0222	\$1,184.68
		03/15/2024	21122	410515124	9957301471 0123-0222	\$161.94
		03/15/2024	21122	110111143	9957301471 0123-0222	\$197.66
		03/15/2024	21122	110111161	9957301471 0123-0222	\$46.91
		03/15/2024	21122	110141481	9957301471 0123-0222	\$163.37
		03/15/2024	21122	110212121	9957301471 0123-0222	\$5,701.54
		03/15/2024	21122	110323212	9957301471 0123-0222	\$83.82
		03/15/2024	21122	110404525	9957301471 0123-0222	\$83.82
		03/15/2024	21122	110515125	9957301471 0123-0222	\$13.53
		03/15/2024	21122	420515131	9957301471 0123-0222	\$877.94
		03/15/2024	21122	440515122	9957301471 0123-0222	\$83.82
		03/15/2024	21122	460141474	9957301471 0123-0222	\$130.73
		03/15/2024	21122	475141471	9957301471 0123-0222	\$538.05
		03/15/2024	21122	960000000	9957301471 0123-0222	\$41.91
		03/15/2024	21122	110141424	9957301471 0123-0222	\$33.05
		03/15/2024	21122	110141431	9957301471 0123-0222	\$20.02
		03/15/2024	21122	110141441	9957301471 0123-0222	\$41.91
		03/15/2024	21122	110515141	9957301471 0123-0222	\$1,177.60
		03/15/2024	21122	110515171	9957301471 0123-0222	\$125.73
		03/15/2024	21122	174222222	9957301471 0123-0222	\$570.15

City Disbursement Register

Between Mar 11, 2024 12:00 AM and Mar 15, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
VERIZON WIRELESS						Total Check Amount:
						\$14,181.33
194895	ZON HOSPITALITY CORP	03/15/2024	32810	840000000	TRUST ACCT REFUND	\$1,807.00
		03/15/2024	32810	84032323P	TRUST ACCT ADJ	\$0.01
		03/15/2024	32810	840000000	TRUST ACCT ADJ	(\$0.01)
ZON HOSPITALITY CORP						Total Check Amount:
						\$1,807.00
Check Subtotal						\$281,157.47
V54644	ACTIVE NETWORK, LLC.	03/15/2024	14295	110	CHGBCK LOSS NOV/DEC23	\$170.00
ACTIVE NETWORK, LLC.						Total Check Amount:
						\$170.00
V54645	ADMINISTRATIVE & PROF	03/15/2024	3344	110	4010 APEA MEMB 030824	\$576.00
ADMINISTRATIVE & PROF						Total Check Amount:
						\$576.00
V54646	THE ADVANTAGE GROUP	03/15/2024	24539	110	808C FSA URMED 030824	\$5,935.41
		03/15/2024	24539	110	808B FSADEPCAR 030824	\$2,252.26
THE ADVANTAGE GROUP						Total Check Amount:
						\$8,187.67
V54647	ANNA CHAVEZ AGUSTIN	03/15/2024	31862	110404215	ZUMBA	\$570.00
ANNA CHAVEZ AGUSTIN						Total Check Amount:
						\$570.00
V54648	LARRY ALANIS	03/15/2024	32661	110404424	REFEREE FEE 2/25/24	\$136.00
LARRY ALANIS						Total Check Amount:
						\$136.00
V54649	JUDY ALLEN	03/15/2024	20447	110404215	BODYPUMP/PILATES/SS	\$480.00
		03/15/2024	20447	110404215	PERSONAL TRAINER	\$483.60
JUDY ALLEN						Total Check Amount:
						\$963.60
V54650	ALTA LANGUAGE SERVICES, INC	03/15/2024	25953	110141481	BILINGUAL TESTS	\$220.00
ALTA LANGUAGE SERVICES, INC						Total Check Amount:
						\$220.00
V54651	BEST LAWN MOWER SERVICE	03/15/2024	16230	480515161	FILTERS	\$80.04
BEST LAWN MOWER SERVICE						Total Check Amount:
						\$80.04
V54652	BIG BROTHERS BIG SISTERS	03/15/2024	32589	902009100	PROGRAM STAFF DEC23	\$2,955.25
		03/15/2024	32589	902009100	PROGRAM STAFF NOV23	\$3,225.28
BIG BROTHERS BIG SISTERS						Total Check Amount:
						\$6,180.53
V54653	CHRISTINE BOATNER	03/15/2024	18460	110404215	BODY PUMP/SS	\$56.00
CHRISTINE BOATNER						Total Check Amount:
						\$56.00
V54654	BOYS & GIRLS CLUB	03/15/2024	32619	902009104	PROGRAM STAFF DEC23	\$4,760.00
BOYS & GIRLS CLUB						Total Check Amount:
						\$4,760.00
V54655	BPSEA MEMORIAL FOUNDATION	03/15/2024	14990	110	4050 MEMORIAL 030824	\$123.00
BPSEA MEMORIAL FOUNDATION						Total Check Amount:
						\$123.00
V54656	BREA CITY EMPLOYEES ASSOCIATION	03/15/2024	3236	110	4005 BCEA MEMB 030824	\$720.00
BREA CITY EMPLOYEES ASSOCIATION						Total Check Amount:
						\$720.00
V54657	BREA DISPOSAL, INC	03/15/2024	3330	440515122	REFUSE COLLECTN FEB24	\$194,012.67
BREA DISPOSAL, INC						Total Check Amount:
						\$194,012.67
V54658	BREA FIREFIGHTERS ASSOCIATION	03/15/2024	3237	110	4016 ASSOCMEMB 030824	\$3,579.00

City Disbursement Register

Between Mar 11, 2024 12:00 AM and Mar 15, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
BREA FIREFIGHTERS ASSOCIATION						Total Check Amount: \$3,579.00
V54659	BREA POLICE ASSOCIATION	03/15/2024	3769	110	4030 BPA REG 030824	\$3,550.00
BREA POLICE ASSOCIATION						Total Check Amount: \$3,550.00
V54660	BREA POLICE ATHLETIC LEAGUE	03/15/2024	1068	110	5010 B.P.A.L. 030824	\$132.50
BREA POLICE ATHLETIC LEAGUE						Total Check Amount: \$132.50
V54661	BREA POLICE MANAGEMENT ASSOCIATION	03/15/2024	21189	110	4019 LDF MEMB 030824	\$66.50
		03/15/2024	21189	110	4020 PMA MEMB 030824	\$195.00
BREA POLICE MANAGEMENT ASSOCIATION						Total Check Amount: \$261.50
V54662	CALIFORNIA FORENSIC PHLEBOTOMY INC.	03/15/2024	4488	110212131	PHLEBOTOMY FEB 2024	\$945.76
CALIFORNIA FORENSIC PHLEBOTOMY INC.						Total Check Amount: \$945.76
V54663	ANDREW P CATOR	03/15/2024	6646	460141474	MILEAGE FEB 2024	\$80.40
ANDREW P CATOR						Total Check Amount: \$80.40
V54664	CDW GOVERNMENT INC.	03/15/2024	18205	475141471	24/25 ADOBE SW/LIC	\$19,678.26
CDW GOVERNMENT INC.						Total Check Amount: \$19,678.26
V54665	BRANDON CHUNG	03/15/2024	18773	460141474	MILEAGE FEB 2024	\$140.70
BRANDON CHUNG						Total Check Amount: \$140.70
V54666	COLONIAL LIFE PROCESSING CENTER	03/15/2024	26071	110	CRIT ILLNS INS FEB24	\$1,759.98
		03/15/2024	26071	110	S/T DISAB INS FEB24	\$8,619.00
		03/15/2024	26071	110	HOSPITAL INS FEB24	\$787.16
		03/15/2024	26071	110	ACCIDENT INS FEB24	\$4,713.62
		03/15/2024	26071	110	CANCER INS FEB24	\$3,409.50
COLONIAL LIFE PROCESSING CENTER						Total Check Amount: \$19,289.26
V54667	CPS HR CONSULTING	03/15/2024	2971	110141481	ACCOUNT CLERK EXAM	\$1,501.50
CPS HR CONSULTING						Total Check Amount: \$1,501.50
V54668	CSG CONSULTANTS	03/15/2024	25540	510707475	PLAN CHECK SVCS SEP23	\$125.00
		03/15/2024	25540	110000000	INSP SVCS JAN 2024	(\$8,061.25)
		03/15/2024	25540	110000000	INSP SVCS SEPT 2023	(\$1,602.50)
		03/15/2024	25540	110000000	PLAN CHECK SVCS DEC23	\$970.00
		03/15/2024	25540	110000000	PLAN CHECK SVCS OCT23	\$897.75
		03/15/2024	25540	110000000	PLAN CHECK SVCS SEP23	\$924.75
		03/15/2024	25540	110323242	INSP SVCS SEPT 2023	\$65.00
		03/15/2024	25540	84032324P	PLAN CHECK SVCS JAN24	\$18,618.00
		03/15/2024	25540	110000000	IN-HSE PLAN RVW JAN24	(\$1,407.00)
		03/15/2024	25540	110000000	IN-HSE PLAN RVW SEP23	(\$1,396.50)
		03/15/2024	25540	110323242	INSP SVCS JAN 2024	\$195.00
		03/15/2024	25540	84032324I	INSP SVCS SEPT 2023	\$1,755.00
		03/15/2024	25540	84032324I	INSP SVCS-SEPT 2023	\$682.50

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V54668	CSG CONSULTANTS	03/15/2024	25540	84032324P	PLAN CHECK SVCS DEC23	\$8,265.00
		03/15/2024	25540	84032324P	PLAN CHECK SVCS OCT23	\$11,571.00
		03/15/2024	25540	110000000	PLAN CHECK SVCS JAN24	\$2,183.25
		03/15/2024	25540	84032324I	INSP SVCS JAN 2024	\$38,447.50
		03/15/2024	25540	84032324P	IN-HSE PLAN RVW JAN24	\$7,772.00
		03/15/2024	25540	84032324P	IN-HSE PLAN RVW SEP23	\$7,714.00
		03/15/2024	25540	84032324P	PLAN CHECK SVCS SEP23	\$11,919.00
CSG CONSULTANTS					Total Check Amount:	\$99,637.50
V54669	DANIELS TIRE SERVICE	03/15/2024	3133	48051516I	TIRES	\$2,930.21
DANIELS TIRE SERVICE					Total Check Amount:	\$2,930.21
V54670	DENALYN DAVID	03/15/2024	31642	110404215	YOGA	\$330.00
DENALYN DAVID					Total Check Amount:	\$330.00
V54671	ENTENMANN ROVIN COMPANY	03/15/2024	3457	11022222I	BADGES	\$1,045.85
ENTENMANN ROVIN COMPANY					Total Check Amount:	\$1,045.85
V54672	FIDELITY SECURITY LIFE INSURANCE	03/15/2024	23035	110	9827288 VISION MAR24	\$2,916.82
FIDELITY SECURITY LIFE INSURANCE					Total Check Amount:	\$2,916.82
V54673	GALE SUPPLY COMPANY	03/15/2024	21090	49051515I	JANITORIAL SUPPLIES	\$169.17
GALE SUPPLY COMPANY					Total Check Amount:	\$169.17
V54674	JESSE GARDUNA	03/15/2024	16006	11021211I	TRAINING EXPENSE	\$8.00
JESSE GARDUNA					Total Check Amount:	\$8.00
V54675	MELISSA GIARDINA	03/15/2024	32811	110404215	YOGA	\$224.00
MELISSA GIARDINA					Total Check Amount:	\$224.00
V54676	MELISSA GIFFORD	03/15/2024	10645	110404215	TRX	\$210.00
MELISSA GIFFORD					Total Check Amount:	\$210.00
V54677	MARY M. GRAHAM	03/15/2024	31478	110404215	YOGA	\$90.00
MARY M. GRAHAM					Total Check Amount:	\$90.00
V54678	MONA HERNANDEZ	03/15/2024	23114	110404215	MASSAGE THERAPY	\$1,061.10
MONA HERNANDEZ					Total Check Amount:	\$1,061.10
V54679	JOSHUA WILLIAM HORN	03/15/2024	27741	11021211I	TRAINING EXPENSE	\$8.00
JOSHUA WILLIAM HORN					Total Check Amount:	\$8.00
V54680	INLAND ROUND BALL OFFICIALS INC.	03/15/2024	31906	110404424	REFEREE FEE 2/22-2/27	\$1,480.00
		03/15/2024	31906	110404424	REFEREE FEE 2/29-3/4	\$1,240.00
INLAND ROUND BALL OFFICIALS INC.					Total Check Amount:	\$2,720.00
V54681	IPARQ	03/15/2024	21583	11032324I	PERMIT SYST FEE MAR24	\$100.00
IPARQ					Total Check Amount:	\$100.00
V54682	SARA JACKSON	03/15/2024	31840	110404215	BODYPUMP/SUPER SCULPT	\$270.00
SARA JACKSON					Total Check Amount:	\$270.00
V54683	JACKSON'S AUTO SUPPLY/NAPA	03/15/2024	32626	48051516I	AUTO SUPPLIES FEB24	\$5,684.23

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V54683	JACKSON'S AUTO SUPPLY/NAPA	03/15/2024	32626	490515151	HVAC BELTS	\$42.82
					JACKSON'S AUTO SUPPLY/NAPA	Total Check Amount: \$5,727.05
V54684	PAMELA JOHNSTON	03/15/2024	28025	110404215	ZUMBA	\$420.00
					PAMELA JOHNSTON	Total Check Amount: \$420.00
V54685	KRISTI L KANEL	03/15/2024	22868	110404215	CYCLE/SS/ZUMBA	\$510.00
					KRISTI L KANEL	Total Check Amount: \$510.00
V54686	KEENAN & ASSOCIATES	03/15/2024	22439	470141483	2024 WORKERS' COMP #4	\$11,389.33
					KEENAN & ASSOCIATES	Total Check Amount: \$11,389.33
V54687	KELLY SPICERS STORES	03/15/2024	31267	110141441	PAPER	\$384.05
					KELLY SPICERS STORES	Total Check Amount: \$384.05
V54688	ALFONS KUNZE	03/15/2024	17789	110212111	TRAINING EXPENSES	\$80.00
					ALFONS KUNZE	Total Check Amount: \$80.00
V54689	FRANCESCO LA TORRE	03/15/2024	24398	110404521	MILEAGE FEB 2024	\$120.60
					FRANCESCO LA TORRE	Total Check Amount: \$120.60
V54690	DOLLY LAI	03/15/2024	18084	110404215	YOGA	\$120.00
					DOLLY LAI	Total Check Amount: \$120.00
V54691	LEHR	03/15/2024	26035	480515161	CHANGE OVER #996	\$750.00
					LEHR	Total Check Amount: \$750.00
V54692	BERRY LIANG	03/15/2024	25640	110404215	TRX/CYCLE	\$240.00
		03/15/2024	25640	110404215	PERSONAL TRAINER	\$569.70
					BERRY LIANG	Total Check Amount: \$809.70
V54693	MARY E LOGUE	03/15/2024	16039	110212122	MILEAGE FEB 2024	\$23.08
					MARY E LOGUE	Total Check Amount: \$23.08
V54694	TANYA LOSCUTOFF	03/15/2024	22092	110404215	PERSONAL TRAINER	\$934.80
		03/15/2024	22092	110404215	SUPER SCULPT	\$90.00
					TANYA LOSCUTOFF	Total Check Amount: \$1,024.80
V54695	ANDREA MCGRANAHAN	03/15/2024	26046	110404215	TRX/BARRE/CYC/HIIT/LI	\$1,290.00
		03/15/2024	26046	110404215	PERSONAL TRAINER	\$151.50
					ANDREA MCGRANAHAN	Total Check Amount: \$1,441.50
V54696	JACI MILLER	03/15/2024	31823	110404215	PERSONAL TRAINER	\$34.80
					JACI MILLER	Total Check Amount: \$34.80
V54697	WILLIAM MONTALVO	03/15/2024	12387	110212111	TRAINING EXPENSE	\$8.00
					WILLIAM MONTALVO	Total Check Amount: \$8.00
V54698	JENNIFER MONZON-SCROFINI	03/15/2024	20158	110404215	CYCLE/FS/HIIT/TRX	\$390.00
					JENNIFER MONZON-SCROFINI	Total Check Amount: \$390.00
V54699	NATASHA MOORE	03/15/2024	10711	110404215	BODY PUMP	\$300.00
					NATASHA MOORE	Total Check Amount: \$300.00
V54700	MY SAFE HARBOR, INC	03/15/2024	32618	902009101	PROGRAM EXP DEC23	\$140.32

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V54700	MY SAFE HARBOR, INC	03/15/2024	32618	902009101	PROGRAM STAFF DEC23	\$3,429.54
MY SAFE HARBOR, INC					Total Check Amount:	\$3,569.86
V54701	MYERS AND SONS	03/15/2024	21624	420515131	SAFETY GEAR	\$284.82
		03/15/2024	21624	430515123	SAFETY GEAR	\$849.98
MYERS AND SONS					Total Check Amount:	\$1,134.80
V54702	OC UNITED TOGETHER, INC.	03/15/2024	32617	902009100	PROGRAM STAFF DEC23	\$3,778.00
OC UNITED TOGETHER, INC.					Total Check Amount:	\$3,778.00
V54703	APPLEDORE, INC DBA OUTREACH GRID	03/15/2024	32440	902009100	O/R GRID LICENSES #2	\$94,764.00
APPLEDORE, INC DBA OUTREACH GRID					Total Check Amount:	\$94,764.00
V54704	PARKHOUSE TIRE, INC.	03/15/2024	22120	480515161	TIRES	\$3,360.22
PARKHOUSE TIRE, INC.					Total Check Amount:	\$3,360.22
V54705	IRACEMA PERDOMO	03/15/2024	14135	110404215	CYCLE	\$240.00
IRACEMA PERDOMO					Total Check Amount:	\$240.00
V54706	PROFORCE LAW ENFORCEMENT	03/15/2024	25486	110212134	LESS-LETH AMMUNITION	\$2,419.50
PROFORCE LAW ENFORCEMENT					Total Check Amount:	\$2,419.50
V54707	KAYLA RABJOHNS	03/15/2024	28472	110404215	CIRCUIT TRAINING	\$120.00
KAYLA RABJOHNS					Total Check Amount:	\$120.00
V54708	RICHARDS, WATSON & GERSHON	03/15/2024	8978	110111112	9999 GEN LGL SVCS JAN	\$16,978.80
		03/15/2024	8978	420141421	0001 GEN LGL SVCS JAN	\$332.50
		03/15/2024	8978	280323215	0116 REIMB WORK JAN24	\$6,823.50
		03/15/2024	8978	440515122	0001 GEN LGL SVCS JAN	\$133.00
		03/15/2024	8978	440515122	9999 GEN LGL SVCS JAN	\$529.00
		03/15/2024	8978	110111112	0001 GEN LGL SVCS JAN	\$9,872.40
		03/15/2024	8978	280323215	0001 GEN LGL SVCS JAN	\$19.00
		03/15/2024	8978	430515123	0001 GEN LGL SVCS JAN	\$769.50
		03/15/2024	8978	840141412	0001 GEN LGL SVCS JAN	\$399.00
		03/15/2024	8978	110212111	0001 GEN LGL SVCS JAN	\$76.00
		03/15/2024	8978	840141412	0116 REIMB WORK JAN24	\$2,327.50
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$38,260.20
V54709	SC FUELS	03/15/2024	16654	480515161	CLR DIESEL 1350 GALS	\$5,799.05
SC FUELS					Total Check Amount:	\$5,799.05
V54710	LAURENE SCHULZE	03/15/2024	18034	110404215	YOGA	\$56.00
LAURENE SCHULZE					Total Check Amount:	\$56.00
V54711	CYNTHIA MARGARET SCHWARTZ	03/15/2024	32371	110404521	ZUMBA GOLD FEB 2024	\$120.00
CYNTHIA MARGARET SCHWARTZ					Total Check Amount:	\$120.00
V54712	ISMAEL O SILVA	03/15/2024	24370	110404215	ZUMBA	\$90.00
ISMAEL O SILVA					Total Check Amount:	\$90.00
V54713	DONNA SMITH	03/15/2024	26136	110404215	DANCE CLASSES	\$603.45

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DONNA SMITH						Total Check Amount: \$603.45
V54714	SOOTHING ESCAPE MASSAGE LLC	03/15/2024	31650	110404215	KINSTRETCH	\$270.00
		03/15/2024	31650	110404215	MASSAGE THERAPY	\$642.90
SOOTHING ESCAPE MASSAGE LLC						Total Check Amount: \$912.90
V54715	SPECTRUM GAS PRODUCTS, INC.	03/15/2024	16060	110222221	OXYGEN	\$119.70
SPECTRUM GAS PRODUCTS, INC.						Total Check Amount: \$119.70
V54716	STEVE A. FILARSKY, ATTORNEY-AT-LAW	03/15/2024	31186	110141481	PROF SVCS FEB 2024	\$1,837.50
STEVE A. FILARSKY, ATTORNEY-AT-LAW						Total Check Amount: \$1,837.50
V54717	TECHNICOLOR PRINTING	03/15/2024	24354	110404424	YOUTH SOCCER SHIRTS	\$1,336.96
TECHNICOLOR PRINTING						Total Check Amount: \$1,336.96
V54718	TIM SHAW & ASSOCIATES	03/15/2024	32567	902009100	PROF SVCS FEB 2024	\$2,175.00
		03/15/2024	32567	902009100	PROF SVCS JAN 2024	\$2,700.00
TIM SHAW & ASSOCIATES						Total Check Amount: \$4,875.00
V54719	TOWNSEND PUBLIC AFFAIRS, INC.	03/15/2024	18881	420111145	CONSULTING SVCS MAR24	\$1,375.00
		03/15/2024	18881	410111145	CONSULTING SVCS MAR24	\$1,375.00
		03/15/2024	18881	430111145	CONSULTING SVCS MAR24	\$1,375.00
		03/15/2024	18881	110111145	CONSULTING SVCS MAR24	\$1,375.00
TOWNSEND PUBLIC AFFAIRS, INC.						Total Check Amount: \$5,500.00
V54720	EDEN TURNER	03/15/2024	21951	110404215	BODY PUMP	\$150.00
EDEN TURNER						Total Check Amount: \$150.00
V54721	NATASHA UMRIGAR-MOLLA	03/15/2024	32097	110404215	YOGA	\$150.00
NATASHA UMRIGAR-MOLLA						Total Check Amount: \$150.00
V54722	US BANK XX0338 CITY MGR	03/15/2024	24704	110111143	CALCARDS CLK 022224	\$286.35
		03/15/2024	24704	110111151	CALCARDS 022224	\$259.01
		03/15/2024	24704	110111161	CALCARDS CLK 022224	\$1,346.44
		03/15/2024	24704	480515161	CALCARDS 022224	\$136.70
		03/15/2024	24704	902009100	CALCARDS 022224	\$162.60
		03/15/2024	24704	110111111	CALCARDS 022224	\$841.14
		03/15/2024	24704	110111143	CALCARDS 022224	\$4,252.80
		03/15/2024	24704	110515171	CALCARDS CLK 022224	\$247.81
US BANK XX0338 CITY MGR						Total Check Amount: \$7,532.85
V54723	US BANK XX0312 HR	03/15/2024	24776	110141481	CALCARDS 022224	\$604.18
		03/15/2024	24776	470141483	CALCARDS 022224	\$104.37
US BANK XX0312 HR						Total Check Amount: \$708.55
V54726	US BANK XX0593 COMM SVC	03/15/2024	24777	110	CALCARD-022224	(\$105.55)
		03/15/2024	24777	110212111	CALCARD-RH-022224	\$1,160.59
		03/15/2024	24777	110212133	CALCARD-RH-022224	\$449.00
		03/15/2024	24777	110404154	CALCARD-AC-022224	\$24.72

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V54726	US BANK XX0593 COMM SVC	03/15/2024	24777	110404154	CALCARD-HE-022224	\$12.93
		03/15/2024	24777	110404217	CALCARD-MM-022224	\$189.09
		03/15/2024	24777	110404311	CALCARD-AR-022224	\$850.00
		03/15/2024	24777	110404311	CALCARD-JC-022224	\$468.00
		03/15/2024	24777	110404521	CALCARD-AM-022224	\$445.48
		03/15/2024	24777	110404154	CALCARD-AU-022224	\$370.34
		03/15/2024	24777	110404154	CALCARD-NA-022224	\$350.47
		03/15/2024	24777	110404211	CALCARD-NA-022224	\$394.76
		03/15/2024	24777	110404424	CALCARD-TV-022224	\$56.02
		03/15/2024	24777	110404521	CALCARD-FL-022224	\$3,446.80
		03/15/2024	24777	110404521	CALCARD-TT-022224	\$3,402.42
		03/15/2024	24777	110404541	CALCARD-KC-022224	\$3,345.74
		03/15/2024	24777	110404542	CALCARD-EF-022224	\$2,202.30
		03/15/2024	24777	110404215	CALCARD-AC-022224	\$593.23
		03/15/2024	24777	110404215	CALCARD-AU-022224	\$330.46
		03/15/2024	24777	110404215	CALCARD-DA-022224	\$622.00
		03/15/2024	24777	110404224	CALCARD-SS-022224	\$579.50
		03/15/2024	24777	110404311	CALCARD-HE-022224	\$1,700.54
		03/15/2024	24777	110404421	CALCARD-AR-022224	\$71.86
		03/15/2024	24777	110404421	CALCARD-KS-022224	\$521.99
		03/15/2024	24777	110404425	CALCARD-SS-022224	\$444.48
		03/15/2024	24777	110404521	CALCARD-NG-022224	\$56.87
		03/15/2024	24777	110404542	CALCARD-KH-022224	\$183.46
		03/15/2024	24777	110	CALCARD-EF-022224	\$15.00
		03/15/2024	24777	110212121	CALCARD-RH-022224	\$800.00
		03/15/2024	24777	110404211	CALCARD-BH-022224	\$15.07
		03/15/2024	24777	110404311	CALCARD-CE-022224	\$56.13
		03/15/2024	24777	110404311	CALCARD-KS-022224	\$1,885.22
		03/15/2024	24777	110404311	CALCARD-LT-022224	\$69.99
		03/15/2024	24777	110404426	CALCARD-BH-022224	\$1,085.62
		03/15/2024	24777	110404429	CALCARD-MM-022224	\$731.17
		03/15/2024	24777	110404541	CALCARD-KF-022224	\$600.26
		03/15/2024	24777	110404542	CALCARD-HH-022224	\$638.95
		03/15/2024	24777	110404542	CALCARD-KK-022224	\$2,835.68
US BANK XX0593 COMM SVC					Total Check Amount:	\$30,900.59
V54727	US BANK XX0502 COMM & MKTG	03/15/2024	24778	110111143	CALCARDS-0224AEM	\$9.68
		03/15/2024	24778	110111151	CALCARDS-0224LP	\$14.00

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V54727	US BANK XX0502 COMM & MKTG	03/15/2024	24778	110111153	CALCARDS-0224DF	(\$452.85)
		03/15/2024	24778	110111152	CALCARDS-0224DF	\$728.63
		03/15/2024	24778	110111152	CALCARDS-0224LP	\$779.28
US BANK XX0502 COMM & MKTG					Total Check Amount:	\$1,078.74
V54728	US BANK XX0353 COMM DEV	03/15/2024	24779	110323212	CALCARDS 022224	\$1,279.78
		03/15/2024	24779	110323214	CALCARDS 022224	\$4,486.78
		03/15/2024	24779	110323231	CALCARDS 022224	\$351.42
		03/15/2024	24779	110323241	CALCARDS 022224	\$100.70
		03/15/2024	24779	110323243	CALCARDS 022224	\$100.00
		03/15/2024	24779	110515171	CALCARDS 022224	\$98.45
US BANK XX0353 COMM DEV					Total Check Amount:	\$6,417.13
V54729	US BANK XX0270 ADMIN SVCS	03/15/2024	24781	110141411	CALCARDS FIN 022224	\$204.74
		03/15/2024	24781	110	CALCARDS FIN 022224	\$16.15
		03/15/2024	24781	110141431	CALCARDS FIN 022224	\$1,520.95
		03/15/2024	24781	110141441	CALCARDS FIN 022224	\$41.95
		03/15/2024	24781	110222223	CALCARDS FIN 022224	\$100.00
		03/15/2024	24781	110404541	CALCARDS FIN 022224	\$121.80
		03/15/2024	24781	490515151	CALCARDS FIN 022224	\$344.64
US BANK XX0270 ADMIN SVCS					Total Check Amount:	\$2,350.23
V54730	US BANK XX0650 FIRE	03/15/2024	24782	110222211	CALCARDS 022224	\$1,515.27
		03/15/2024	24782	110222221	CALCARDS 022224	\$3,424.10
		03/15/2024	24782	174222222	CALCARDS 022224	\$1,194.88
		03/15/2024	24782	110	CALCARDS 022224	(\$22.09)
		03/15/2024	24782	110222231	CALCARDS 022224	\$901.56
		03/15/2024	24782	110222223	CALCARDS 022224	\$168.58
US BANK XX0650 FIRE					Total Check Amount:	\$7,182.30
V54731	US BANK XX0346 IT	03/15/2024	24783	460141474	CALCARDS IT 022224	\$219.26
		03/15/2024	24783	110222223	CALCARDS IT 022224	\$29.98
		03/15/2024	24783	110515125	CALCARDS IT 022224	\$201.54
		03/15/2024	24783	475141471	CALCARDS IT 022224	\$4,468.66
		03/15/2024	24783	110222211	CALCARDS IT 022224	\$238.83
		03/15/2024	24783	280323215	CALCARDS IT 022224	\$25.00
		03/15/2024	24783	865111143	CALCARDS IT 022224	\$29.98
		03/15/2024	24783	110111153	CALCARDS IT 022224	\$6,081.31
US BANK XX0346 IT					Total Check Amount:	\$11,294.56
V54733	US BANK XX0221 PW	03/15/2024	24784	430515123	CALCARDS 022224	\$32.31
		03/15/2024	24784	110515121	CALCARDS 022224	\$78.63

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V54733	US BANK XX0221 PW	03/15/2024	24784	110515141	CALCARDS 022224	\$2,831.06
		03/15/2024	24784	110515144	CALCARDS 022224	\$151.16
		03/15/2024	24784	110212121	CALCARDS 022224	\$150.42
		03/15/2024	24784	110515111	CALCARDS 022224	\$408.97
		03/15/2024	24784	480	CALCARDS 022224	(\$30.27)
		03/15/2024	24784	480515161	CALCARDS 022224	\$5,181.82
		03/15/2024	24784	360515145	CALCARDS 022224	\$126.36
		03/15/2024	24784	110222221	CALCARDS 022224	\$7.03
		03/15/2024	24784	110515125	CALCARDS 022224	\$105.48
		03/15/2024	24784	420515131	CALCARDS 022224	\$208.54
		03/15/2024	24784	490515151	CALCARDS 022224	\$2,667.00
US BANK XX0221 PW					Total Check Amount:	\$11,918.51
V54735	US BANK XX0544 POLICE	03/15/2024	24785	110212111	CAL CARDS 2-22-24 POLICE	\$9,676.78
		03/15/2024	24785	110212141	CAL CARDS 2-22-24 POLICE	\$1,595.10
		03/15/2024	24785	902009100	CAL CARDS 2-22-24 POLICE	\$440.69
		03/15/2024	24785	110	CALCARDS PD 022224	(\$42.94)
		03/15/2024	24785	110212122	CAL CARDS 2-22-24 POLICE	\$2,478.93
		03/15/2024	24785	110212131	CAL CARDS 2-22-24 POLICE	\$3,580.49
		03/15/2024	24785	231212141	CAL CARDS 2-22-24 POLICE	\$2,017.33
		03/15/2024	24785	480515161	CAL CARDS 2-22-24 POLICE	\$773.85
		03/15/2024	24785	110212121	CAL CARDS 2-22-24 POLICE	\$3,593.68
		03/15/2024	24785	110212132	CAL CARDS 2-22-24 POLICE	\$1,976.23
		03/15/2024	24785	110212112	CAL CARDS 2-22-24 POLICE	\$11.12
		03/15/2024	24785	110212133	CAL CARDS 2-22-24 POLICE	\$983.95
US BANK XX0544 POLICE					Total Check Amount:	\$27,085.21
V54736	US BANK XX3401 PW- ADMIN	03/15/2024	24786	110515111	CALCARDS 022224	\$229.16
		03/15/2024	24786	110515171	CALCARDS 022224	\$114.34
US BANK XX3401 PW- ADMIN					Total Check Amount:	\$343.50
V54737	WAXIE SANITARY SUPPLY	03/15/2024	3332	490515151	JANITORIAL SUPPLIES	\$6,401.79
WAXIE SANITARY SUPPLY					Total Check Amount:	\$6,401.79
V54738	WEST COAST ARBORISTS, INC.	03/15/2024	1556	110515142	TREE MNT 2/1-2/15	\$5,758.14
		03/15/2024	1556	110515142	TREE MNT PARK 2/1-15	\$1,865.68
		03/15/2024	1556	465515149	PALM PRUNING 1/30-2/8	\$4,192.35
		03/15/2024	1556	345515112	TREE MNT MD5 2/1-2/15	\$5,957.55
WEST COAST ARBORISTS, INC.					Total Check Amount:	\$17,773.72
V54739	WESTERN GOLF PROPERTIES, LLC	03/15/2024	29071	465000000	BIRCH HLLS S/TX FEB24	\$2,675.03
		03/15/2024	29071	465000000	BREA CREEK S/TX FEB24	\$657.06

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V54739	WESTERN GOLF PROPERTIES, LLC	03/15/2024	29071	465515149	BIRCH HLLS MGMT FEB24	\$151,210.43	
		03/15/2024	29071	465000000	BIRCH HLLS TIPS FEB24	\$4,546.65	
		03/15/2024	29071	465515149	BREA CREEK MGMT FEB24	\$62,222.23	
		03/15/2024	29071	465515149	BIRCH HLLS CGS FEB24	\$14,237.35	
		03/15/2024	29071	465515149	BREA CREEK CGS FEB24	\$3,660.91	
					WESTERN GOLF PROPERTIES, LLC	Total Check Amount:	\$239,209.66
V54740	ASHLEY RENEE YOUNG	03/15/2024	30993	110212111	TRAINING EXPENSE	\$8.00	
		03/15/2024	30993	110212111	TRAINING MILEAGE	\$90.85	
					ASHLEY RENEE YOUNG	Total Check Amount:	\$98.85
V54741	REBECCA YOUNT	03/15/2024	31473	110404215	SILVER SNEAKERS	\$90.00	
					REBECCA YOUNT	Total Check Amount:	\$90.00
					Voucher Subtotal		\$940,751.28
TOTAL						\$1,221,908.75	

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194896	AEP SERVICES	03/22/2024	30268	110212131	K9 TRNG/KENNELING	\$550.00
AEP SERVICES					Total Check Amount:	\$550.00
194897	ARDURRA GROUP, INC.	03/22/2024	29147	510707329	PROJ MGMT SVCS JAN24	\$777.55
		03/22/2024	29147	510707466	PROJ MGMT SVCS JAN24	\$777.55
		03/22/2024	29147	510707609	PROJ MGMT SVCS FEB24	\$620.54
		03/22/2024	29147	510707329	PROJ MGMT SVCS FEB24	\$620.54
		03/22/2024	29147	510707466	PROJ MGMT SVCS FEB24	\$620.54
		03/22/2024	29147	510707479	PROJ MGMT SVCS JAN24	\$777.55
		03/22/2024	29147	510707609	PROJ MGMT SVCS JAN24	\$730.04
		03/22/2024	29147	510707631	PROJ MGMT SVCS JAN24	\$777.54
		03/22/2024	29147	510707633	PROJ MGMT SVCS FEB24	\$620.53
		03/22/2024	29147	510707479	PROJ MGMT SVCS FEB24	\$620.54
		03/22/2024	29147	510707626	PROJ MGMT SVCS FEB24	\$620.54
		03/22/2024	29147	510707626	PROJ MGMT SVCS JAN24	\$777.54
		03/22/2024	29147	510707631	PROJ MGMT SVCS FEB24	\$620.53
		03/22/2024	29147	510707633	PROJ MGMT SVCS JAN24	\$777.55
ARDURRA GROUP, INC.					Total Check Amount:	\$9,739.08
194898	BEARINGS & DRIVES INC	03/22/2024	8461	480515161	FLANGE BEARING	\$114.44
		03/22/2024	8461	480515161	BOLT FLANGE	\$41.25
BEARINGS & DRIVES INC					Total Check Amount:	\$155.69
194899	EMERSON F. BRAN	03/22/2024	32427	110404542	LJ24 BOOGALOO #1	\$3,750.00
EMERSON F. BRAN					Total Check Amount:	\$3,750.00
194900	BREA EXPRESS CAR WASH	03/22/2024	32008	480515161	CARWASH FEB 2024	\$168.00
BREA EXPRESS CAR WASH					Total Check Amount:	\$168.00
194901	CALIFORNIA BUILDING OFFICIALS	03/22/2024	26696	110323241	2022 ABM FULL PROGRAM	\$695.00
		03/22/2024	26696	110323241	2022 ENERGY SF STDS	\$70.00
CALIFORNIA BUILDING OFFICIALS					Total Check Amount:	\$765.00
194902	CALVARY COMMUNITY CHURCH OF BREA	03/22/2024	23255	110000000	TRUST ACCT ADJ	(\$0.02)
		03/22/2024	23255	840000000	TRUST ACCT REFUND	\$151.00
		03/22/2024	23255	84032323E	TRUST ACCT ADJ	\$0.02
CALVARY COMMUNITY CHURCH OF BREA					Total Check Amount:	\$151.00
194903	CITY OF CYPRESS	03/22/2024	32161	960000000	OCCMA GEN MTG MAR24	\$3,086.77
CITY OF CYPRESS					Total Check Amount:	\$3,086.77
194904	CITY OF LA HABRA HEIGHTS	03/22/2024	21056	420515131	2024 WTRCOST/ASSESMNT	\$11,688.07
CITY OF LA HABRA HEIGHTS					Total Check Amount:	\$11,688.07
194905	CIVILTEC ENGINEERING INC.	03/22/2024	2581	510707479	PROF SVCS THRU 2/2/24	\$36,649.69
CIVILTEC ENGINEERING INC.					Total Check Amount:	\$36,649.69
194906	COMBINED SYSTEMS, INC.	03/22/2024	32812	110212134	FIREARMS EQPT	\$646.36

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194906	COMBINED SYSTEMS, INC.	03/22/2024	32812	110212134	SPECIAL DEPT EQPT	\$452.55
COMBINED SYSTEMS, INC.					Total Check Amount:	\$1,098.91
194907	COUNTY OF ORANGE	03/22/2024	4799	110212122	PRKNG CITATIONS FEB24	\$2,308.00
COUNTY OF ORANGE					Total Check Amount:	\$2,308.00
194908	COUNTY OF ORANGE	03/22/2024	23089	510707633	FE23-0272 FEB 2024	\$375.01
		03/22/2024	23089	510707633	FE23-0272 JAN 2024	\$119.06
COUNTY OF ORANGE					Total Check Amount:	\$494.07
194909	CSUF-CAL STATE UNIVERSITY FULLERTON	03/22/2024	22792	110141481	LIVESCAN JAN 2024	\$374.00
CSUF-CAL STATE UNIVERSITY FULLERTON					Total Check Amount:	\$374.00
194910	MEGAN LORRAINE DEBIN	03/22/2024	32817	110404541	MICA39 JUROR	\$450.00
MEGAN LORRAINE DEBIN					Total Check Amount:	\$450.00
194911	DENNIS GRUBB & ASSOCIATES	03/22/2024	32461	110000000	PLAN CHECK SVCS FEB24	(\$2,265.50)
		03/22/2024	32461	84022223P	PLAN CHECK SVCS FEB24	\$13,100.50
DENNIS GRUBB & ASSOCIATES					Total Check Amount:	\$10,835.00
194912	DEPARTMENT OF JUSTICE	03/22/2024	13406	110141481	FINGERPRNT APPS FEB24	\$245.00
DEPARTMENT OF JUSTICE					Total Check Amount:	\$245.00
194913	DOWNTOWN FORD SALES	03/22/2024	18138	480515161	2022 FORD INTERCEPTOR	\$42,721.92
DOWNTOWN FORD SALES					Total Check Amount:	\$42,721.92
194914	SOUTHERN CALIFORNIA EDISON	03/22/2024	3343	341515112	ELECTRICITY FEBMAR24	\$125.10
		03/22/2024	3343	343515112	ELECTRICITY FEBMAR24	\$260.53
		03/22/2024	3343	345515112	ELECTRICITY FEBMAR24	\$58.53
		03/22/2024	3343	346515112	ELECTRICITY FEBMAR24	\$132.34
		03/22/2024	3343	361515148	ELECTRICITY FEBMAR24	\$17.63
		03/22/2024	3343	420515131	ELECTRICITY FEBMAR24	\$3,935.72
		03/22/2024	3343	110515143	ELECTRICITY FEBMAR24	\$14.75
		03/22/2024	3343	110515148	ELECTRICITY FEBMAR24	\$71.92
		03/22/2024	3343	430515123	ELECTRICITY FEBMAR24	\$23.40
		03/22/2024	3343	490515151	ELECTRICITY FEBMAR24	\$32,704.07
		03/22/2024	3343	110515121	ELECTRICITY FEBMAR24	\$6,329.89
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$43,673.88
194915	EJ USA INC.	03/22/2024	31948	430515123	SEWER MANHOLES	\$5,709.38
EJ USA INC.					Total Check Amount:	\$5,709.38
194916	EVAN'S GUN WORLD	03/22/2024	32333	110212131	RANGE FEES JAN 2024	\$1,600.00
EVAN'S GUN WORLD					Total Check Amount:	\$1,600.00
194917	FLAGSHIP DESIGN GROUP, INC.	03/22/2024	32818	110111161	CERTIFICATE FOLDERS	\$910.49
FLAGSHIP DESIGN GROUP, INC.					Total Check Amount:	\$910.49
194918	FRONTIER COMMUNICATIONS	03/22/2024	26183	420515131	PHONE LINE 3/7-4/6	\$58.82
FRONTIER COMMUNICATIONS					Total Check Amount:	\$58.82

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194919	THE GAS COMPANY	03/22/2024	3749	420515131	GAS FEB 2024	\$15.78
		03/22/2024	3749	490515151	GAS FEB 2024	\$7,323.93
THE GAS COMPANY					Total Check Amount:	\$7,339.71
194920	GMS ELEVATOR SERVICES, INC.	03/22/2024	29109	110515125	MO.SVC:11 ELEV FEB24	\$1,110.00
		03/22/2024	29109	490515151	MO.SVC:11 ELEV FEB24	\$1,345.00
		03/22/2024	29109	110515125	MO.SVC:11 ELEV MAR24	\$1,110.00
		03/22/2024	29109	490515151	MO.SVC:11 ELEV MAR24	\$1,345.00
GMS ELEVATOR SERVICES, INC.					Total Check Amount:	\$4,910.00
194921	GOLDEN ELEMENTARY SCHOOL PTA	03/22/2024	27406	110	RENTAL DEPOSIT REFUND	\$500.00
		03/22/2024	27406	110	THTR ACCT BAL REFUND	\$2,170.00
GOLDEN ELEMENTARY SCHOOL PTA					Total Check Amount:	\$2,670.00
194922	CYNTHIA HAEBE	03/22/2024	31769	110212111	CRIME ANALYSS OCT-FEB	\$14,625.00
CYNTHIA HAEBE					Total Check Amount:	\$14,625.00
194923	HERITAGE PLAZA	03/22/2024	29392	270323218	SENIOR SUBSIDY APR24	\$254.00
HERITAGE PLAZA					Total Check Amount:	\$254.00
194924	HF&H CONSULTANTS, LLC	03/22/2024	27542	440515122	SB1383 SVCS JAN 2024	\$1,290.50
HF&H CONSULTANTS, LLC					Total Check Amount:	\$1,290.50
194925	HOLLYDALE MOBILE ESTATES	03/22/2024	29393	270323218	SENIOR SUBSIDY APR24	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
194926	HORNE LLP DBA CA LIHWAP	03/22/2024	32432	440000000	REFUND-LIHWAP OVRPYMT	\$1.05
HORNE LLP DBA CA LIHWAP					Total Check Amount:	\$1.05
194927	LAKE PARK BREA LP	03/22/2024	5289	270323218	SENIOR SUBSIDY APR24	\$508.00
LAKE PARK BREA LP					Total Check Amount:	\$508.00
194928	TATUM LANGDON	03/22/2024	32704	110404541	ARTGALLERY CONS SALES	\$103.75
TATUM LANGDON					Total Check Amount:	\$103.75
194929	LINSCOTT, LAW & GREENSPAN ENGINEERS	03/22/2024	29408	510707251	TFC ENGG SVCS JAN24	\$2,405.00
		03/22/2024	29408	110515171	TFC ENGG SVCS DEC23	\$4,063.75
		03/22/2024	29408	110515171	TFC ENGG SVCS JUL23	\$15,140.50
		03/22/2024	29408	110515171	TFC ENGG SVCS DEC22	\$6,730.00
		03/22/2024	29408	110515171	TFC ENGG SVCS JUN23	\$14,730.50
		03/22/2024	29408	110515171	TFC ENGG SVCS NOV23	\$10,721.00
		03/22/2024	29408	510707251	TFC ENGG SVCS AUG23	\$740.00
		03/22/2024	29408	110515171	TFC ENGG SVCS JAN24	\$6,683.50
LINSCOTT, LAW & GREENSPAN ENGINEERS					Total Check Amount:	\$61,214.25
194930	LUNA REECE CERAMICS, INC.	03/22/2024	32687	110404541	ARTGALLERY CONS SALES	\$37.80
LUNA REECE CERAMICS, INC.					Total Check Amount:	\$37.80
194931	MONJARAS & WISMEYER GROUP INC.	03/22/2024	32179	110141481	PROFSVCS 8677 JAN/FEB	\$105.00
		03/22/2024	32179	470141483	PROFSVCS 8473 JAN/FEB	\$1,400.00

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MONJARAS & WISMEYER GROUP INC.						Total Check Amount: \$1,505.00
194932	NATIONAL BUSINESS FURNITURE	03/22/2024	29143	490515151	FIRE ADMIN FURNITURE	\$4,786.92
NATIONAL BUSINESS FURNITURE						Total Check Amount: \$4,786.92
194933	ORANGE COUNTY WINWATER WORKS	03/22/2024	28030	420515131	PLUMBING SUPPLIES	\$7,839.90
ORANGE COUNTY WINWATER WORKS						Total Check Amount: \$7,839.90
194934	ODP BUSINESS SOLUTIONS, LLC	03/22/2024	31709	110212111	OFFICE SUPPLIES	\$634.59
ODP BUSINESS SOLUTIONS, LLC						Total Check Amount: \$634.59
194935	ORANGE VILLA SENIOR APARTMENTS	03/22/2024	29394	270323218	SENIOR SUBSIDY APR24	\$254.00
ORANGE VILLA SENIOR APARTMENTS						Total Check Amount: \$254.00
194936	PREMIUM RV INC.	03/22/2024	11981	480515161	WEATHER STRIP	\$35.69
PREMIUM RV INC.						Total Check Amount: \$35.69
194937	PUENTE HILLS FORD	03/22/2024	25742	480515161	HOSE	\$68.44
PUENTE HILLS FORD						Total Check Amount: \$68.44
194938	AMANDA ROWEN	03/22/2024	32816	110404541	TTD24 ARTIST IN RES	\$250.00
AMANDA ROWEN						Total Check Amount: \$250.00
194939	KRISTEN TAYLOR	03/22/2024	31077	110404541	ARTGALLERY CONS SALES	\$52.20
KRISTEN TAYLOR						Total Check Amount: \$52.20
194940	TRUEPOINT SOLUTIONS, LLC	03/22/2024	32694	110323241	ACCELA SUPPORT FEB24	\$2,640.00
TRUEPOINT SOLUTIONS, LLC						Total Check Amount: \$2,640.00
194941	U.S. POSTAL SERVICE	03/22/2024	13260	110141441	24/25 PERMIT 8056	\$320.00
U.S. POSTAL SERVICE						Total Check Amount: \$320.00
194942	ULTA BEAUTY	03/22/2024	32746	840000000	TRUST ACCOUNT REFUND	\$1,268.25
ULTA BEAUTY						Total Check Amount: \$1,268.25
194943	UNITED PARCEL SERVICE	03/22/2024	3174	110141441	SHIPPING CHGS FEB/MAR	\$65.15
		03/22/2024	3174	110141441	SHIPPING CHGS NOV/DEC	\$75.61
UNITED PARCEL SERVICE						Total Check Amount: \$140.76
194944	REED VAN BRUNSCHOT	03/22/2024	32815	110404541	TTD24 ARTWORK INST	\$200.00
REED VAN BRUNSCHOT						Total Check Amount: \$200.00
194945	VERITIV OPERATING COMPANY	03/22/2024	26806	110141441	FUEL SURCHARGE 3/5	\$8.08
VERITIV OPERATING COMPANY						Total Check Amount: \$8.08
194946	DR. ROBERT L. WILKINSON	03/22/2024	19024	110141481	HR MED SVCS FEB 2024	\$170.00
DR. ROBERT L. WILKINSON						Total Check Amount: \$170.00
194947	XEROX CORPORATION	03/22/2024	3349	110141441	HISPD PRNTR/CPR FEB24	\$951.64
		03/22/2024	3349	110141441	VR280 PR MNT FEB 2024	\$840.81
		03/22/2024	3349	110141441	MAKEREADY MNT FEB24	\$116.00
		03/22/2024	3349	110141441	VR280STND FEB 2024	\$478.41
		03/22/2024	3349	110141441	BLACK CPR/PRNTR FEB24	\$287.76
		03/22/2024	3349	110141441	VR280 PR USAGE FEB24	\$746.93

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194947	XEROX CORPORATION	03/22/2024	3349	110141441	UDIRECTS MNT FEB 2024	\$151.27
XEROX CORPORATION					Total Check Amount:	\$3,572.82
194948	HANNAH YOKOO	03/22/2024	29328	110404541	ARTGALLERY CONS SALES	\$48.30
HANNAH YOKOO					Total Check Amount:	\$48.30
194949	YORBA REGIONAL ANIMAL HOSPITAL	03/22/2024	18528	110212131	VET FEES KYLO 1/8/24	\$21.94
		03/22/2024	18528	110212131	VET FEES KYLO 3/7/24	\$1,213.13
YORBA REGIONAL ANIMAL HOSPITAL					Total Check Amount:	\$1,235.07
194950	ZEUS MEDIA	03/22/2024	32732	950000000	ILJAO DOMAIN NAME	\$34.00
ZEUS MEDIA					Total Check Amount:	\$34.00
Check Subtotal						\$295,454.85
V54742	ADAMSON POLICE PRODUCTS	03/22/2024	4023	110212131	SAFETY VEST	\$812.44
ADAMSON POLICE PRODUCTS					Total Check Amount:	\$812.44
V54743	THE ADVANTAGE GROUP	03/22/2024	24539	110141481	FLEX ADMIN/PROC FEB24	\$490.55
THE ADVANTAGE GROUP					Total Check Amount:	\$490.55
V54744	ALLSTAR FIRE EQUIPMENT	03/22/2024	8353	110222221	BOOTS	\$189.55
		03/22/2024	8353	110222221	HELMET SHIELD	\$626.82
ALLSTAR FIRE EQUIPMENT					Total Check Amount:	\$816.37
V54745	ALTERNATIVE HOSE, INC.	03/22/2024	18488	480515161	CREDIT:INV #6044371	(\$321.10)
		03/22/2024	18488	480515161	HOSE	\$481.62
ALTERNATIVE HOSE, INC.					Total Check Amount:	\$160.52
V54746	AZTECA SYSTEMS, LLC	03/22/2024	24556	110515111	MIGRATION DEMO-CWOL	\$562.50
		03/22/2024	24556	110515111	MIGRATION SETUP-CWSSO	\$450.00
AZTECA SYSTEMS, LLC					Total Check Amount:	\$1,012.50
V54747	BADGE FRAME, INC.	03/22/2024	24424	110	MAILBOX NAMEPLTS S/TX	(\$4.19)
		03/22/2024	24424	110212111	MAILBOX NAMEPLATES	\$58.19
BADGE FRAME, INC.					Total Check Amount:	\$54.00
V54748	CHRISTINE E BAIR	03/22/2024	8743	110212121	CAPE 2024 SEMINAR	\$187.00
CHRISTINE E BAIR					Total Check Amount:	\$187.00
V54749	C. WELLS PIPELINE MATERIALS INC	03/22/2024	13055	420515131	PLUMBING SUPPLIES	\$3,940.63
C. WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$3,940.63
V54750	CHANDLER ASSET MANAGEMENT, INC.	03/22/2024	4375	930141424	INV MGMT SVCS FEB24	\$5,758.86
		03/22/2024	4375	875141424	INV MGMT SVCS FEB24	\$42.58
		03/22/2024	4375	902009100	INV MGMT SVCS FEB24	\$402.91
CHANDLER ASSET MANAGEMENT, INC.					Total Check Amount:	\$6,204.35
V54751	NANCY CHIU	03/22/2024	26344	110404541	ARTGALLERY CONS SALES	\$22.05
NANCY CHIU					Total Check Amount:	\$22.05
V54752	COMLOCK SECURITY-GROUP	03/22/2024	13625	490515151	KEYS	\$71.23
COMLOCK SECURITY-GROUP					Total Check Amount:	\$71.23

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V54753	THE CONNECTION CORPORATION	03/22/2024	31669	110404523	COUNSELING SVCS FEB24	\$3,780.00
THE CONNECTION CORPORATION					Total Check Amount:	\$3,780.00
V54754	CORELOGIC	03/22/2024	25542	280323215	REAL EST LISTNG FEB24	\$185.00
CORELOGIC					Total Check Amount:	\$185.00
V54755	CORONA CLAY COMPANY	03/22/2024	3707	110515141	INFIELD MIX	\$706.88
CORONA CLAY COMPANY					Total Check Amount:	\$706.88
V54756	CSG CONSULTANTS	03/22/2024	25540	110000000	PLAN CHECK SVCS FEB24	\$1,498.75
		03/22/2024	25540	84032324P	PLAN CHECK SVCS FEB24	\$13,195.00
CSG CONSULTANTS					Total Check Amount:	\$14,693.75
V54757	DANIELS TIRE SERVICE	03/22/2024	3133	480515161	TIRES	\$620.14
DANIELS TIRE SERVICE					Total Check Amount:	\$620.14
V54758	NATHAN A. DARNELL	03/22/2024	14017	110212111	COMMERCIAL VEH ENF	\$200.00
NATHAN A. DARNELL					Total Check Amount:	\$200.00
V54759	AMANDA DIAZ DBA PANACHE	03/22/2024	27402	110404541	ARTGALLERY CONS SALES	\$304.50
AMANDA DIAZ DBA PANACHE					Total Check Amount:	\$304.50
V54760	ELLEN E. SURREY	03/22/2024	32048	110404541	ARTGALLERY CONS SALES	\$140.13
ELLEN E. SURREY					Total Check Amount:	\$140.13
V54761	ENTENMANN ROVIN COMPANY	03/22/2024	3457	110212111	BADGE REPAIRS	\$272.33
ENTENMANN ROVIN COMPANY					Total Check Amount:	\$272.33
V54762	EQUIPMENT DIRECT INC	03/22/2024	4522	430515123	SAFETY GEAR	\$154.00
		03/22/2024	4522	420515131	GLOVES	\$57.86
EQUIPMENT DIRECT INC					Total Check Amount:	\$211.86
V54763	ERIN VAUGHAN ILLUSTRATION	03/22/2024	26610	110404541	ARTGALLERY CONS SALES	\$27.69
ERIN VAUGHAN ILLUSTRATION					Total Check Amount:	\$27.69
V54764	FIBER AND GLOSS LLC	03/22/2024	29673	110404541	ARTGALLERY CONS SALES	\$34.05
FIBER AND GLOSS LLC					Total Check Amount:	\$34.05
V54765	FUSCOE ENGINEERING, INC.	03/22/2024	18052	840141412	WQMP PLAN CHECK FEB24	\$2,483.50
		03/22/2024	18052	410515132	NPDES S/W SVCS FEB24	\$5,176.00
		03/22/2024	18052	840141412	WQMP PLAN CHEC FEB24	\$1,295.00
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$8,954.50
V54766	GALLS/QUARTERMASTER	03/22/2024	16493	110212111	UNIFORM ACCESORY	\$22.17
		03/22/2024	16493	110212111	UNIFORMS	\$189.15
		03/22/2024	16493	110212111	NAME TAG	\$21.53
GALLS/QUARTERMASTER					Total Check Amount:	\$232.85
V54767	DESTINY ANGEL GARCIA	03/22/2024	32045	110212111	ADV TFC COLLISION INV	\$64.00
DESTINY ANGEL GARCIA					Total Check Amount:	\$64.00
V54768	DOMINIC JAMES GIORDANO	03/22/2024	32560	110404541	ARTGALLERY CONS SALES	\$58.85
DOMINIC JAMES GIORDANO					Total Check Amount:	\$58.85

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V54769	GRAFIX SYSTEMS	03/22/2024	28716	110222231	VEHICLE GRAPHICS	\$570.76
GRAFIX SYSTEMS					Total Check Amount:	\$570.76
V54770	GRAINGER	03/22/2024	13634	110515141	PARKS BAY GAS CABINET	\$1,025.81
		03/22/2024	13634	420515131	SPECIAL EQUIPMENT	\$479.25
GRAINGER					Total Check Amount:	\$1,505.06
V54771	HAAKER EQUIPMENT CO.	03/22/2024	4297	480515161	VACTOR REPAIR	\$2,516.82
HAAKER EQUIPMENT CO.					Total Check Amount:	\$2,516.82
V54772	CHRISTOPHER M HARVEY	03/22/2024	10364	110212111	TECHNOLOGY SUMMIT	\$49.00
CHRISTOPHER M HARVEY					Total Check Amount:	\$49.00
V54773	ADAM C HAWLEY	03/22/2024	5028	110212111	TECHNOLOGY SUMMIT	\$49.00
ADAM C HAWLEY					Total Check Amount:	\$49.00
V54774	KAYLEE RENEE HAWLEY	03/22/2024	32561	110404541	ARTGALLERY CONS SALES	\$46.29
KAYLEE RENEE HAWLEY					Total Check Amount:	\$46.29
V54775	HI SIGN	03/22/2024	4693	110515125	SIGNAGE @ DT PS2	\$140.08
HI SIGN					Total Check Amount:	\$140.08
V54776	JOANNA HODSON	03/22/2024	17998	110212121	CAPE 2024 SEMINAR	\$187.00
JOANNA HODSON					Total Check Amount:	\$187.00
V54777	INTERWEST CONSULTING GROUP, INC.	03/22/2024	28473	510707454	INSP SVCS AUG 2023	\$4,218.75
		03/22/2024	28473	510707454	INSP SVCS OCT 2023	\$155.00
		03/22/2024	28473	510707466	INSP SVCS AUG 2023	\$4,218.75
		03/22/2024	28473	510707466	INSP SVCS OCT 2023	\$155.00
		03/22/2024	28473	510707717	CM/INSP SVCS OCT23	\$2,243.75
		03/22/2024	28473	510707626	CIP MGMT SVCS OCT23	\$195.00
INTERWEST CONSULTING GROUP, INC.					Total Check Amount:	\$11,186.25
V54778	KELLY SPICERS STORES	03/22/2024	31267	110141441	PAPER	\$1,449.21
		03/22/2024	31267	110141441	PAPER PRODUCTS	\$56.39
KELLY SPICERS STORES					Total Check Amount:	\$1,505.60
V54779	KERNTEC INDUSTRIES, INC.	03/22/2024	17490	110222231	SOILGAS SURVEYRPT RVW	\$104.00
		03/22/2024	17490	84022223P	SOILGAS SURVEYRPT RVW	\$266.00
KERNTEC INDUSTRIES, INC.					Total Check Amount:	\$370.00
V54780	RYAN JOSEPH KLUG	03/22/2024	29363	110212111	TECHNOLOGY SUMMIT	\$49.00
RYAN JOSEPH KLUG					Total Check Amount:	\$49.00
V54781	KREUZER CONSULTING GROUP	03/22/2024	22072	510707327	ENGG SVCS FEB 2024	\$11,694.50
		03/22/2024	22072	510707476	DESIGN SVCS THRU 2/29	\$628.00
KREUZER CONSULTING GROUP					Total Check Amount:	\$12,322.50
V54782	LAKEMAN CHASSIS	03/22/2024	12885	480515161	TUBULAR SHOVEL RACK	\$204.48
LAKEMAN CHASSIS					Total Check Amount:	\$204.48
V54783	MARION LEE	03/22/2024	29317	110404541	ARTGALLERY CONS SALES	\$147.55

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MARION LEE						Total Check Amount: \$147.55
V54784	LIFE-ASSIST, INC.	03/22/2024	10530	174222222	PM SUPPLIES FS2	\$3,089.60
		03/22/2024	10530	174222222	PM SUPPLIES FS3	\$338.12
		03/22/2024	10530	174222222	PM SUPPLIES FS1	\$57.93
LIFE-ASSIST, INC.						Total Check Amount: \$3,485.65
V54785	MARGARITO DAVID MENDEZ	03/22/2024	26196	110212111	TECHNOLOGY SUMMIT	\$49.00
MARGARITO DAVID MENDEZ						Total Check Amount: \$49.00
V54786	MESSINA AND ASSOCIATES	03/22/2024	25217	110212111	CONSULT JAN/FEB 2024	\$6,250.00
MESSINA AND ASSOCIATES						Total Check Amount: \$6,250.00
V54787	MUNICIPAL WATER DISTRICT	03/22/2024	3784	420515131	WATER DELIVERY FEB24	\$7,178.81
MUNICIPAL WATER DISTRICT						Total Check Amount: \$7,178.81
V54788	MUSCO SPORTS LIGHTING, LLC	03/22/2024	19179	110515144	ELECTRICAL SUPPLIES	\$1,090.50
MUSCO SPORTS LIGHTING, LLC						Total Check Amount: \$1,090.50
V54789	NIEVES LANDSCAPE, INC.	03/22/2024	31375	341515112	MD#1 LANDSCAPE MAR24	\$1,467.36
		03/22/2024	31375	346515112	MD#6 LANDSCAPE MAR24	\$6,242.14
		03/22/2024	31375	360515145	WC PARK LNDSCPE MAR24	\$5,170.48
		03/22/2024	31375	343515112	MD#3 LANDSCAPE MAR24	\$2,487.24
		03/22/2024	31375	110515141	PARKS MOWING MAR24	\$10,543.18
		03/22/2024	31375	110515143	MED/GREENBELTS MAR24	\$12,971.57
		03/22/2024	31375	347515112	MD#7 LANDSCAPE MAR24	\$993.45
NIEVES LANDSCAPE, INC.						Total Check Amount: \$39,875.42
V54790	NORDIC FOX DESIGN CO., LLC	03/22/2024	28087	110404541	ARTGALLERY CONS SALES	\$38.29
NORDIC FOX DESIGN CO., LLC						Total Check Amount: \$38.29
V54791	PARSONS TRANSPORTATION GROUP	03/22/2024	25626	510707251	DUPL PYMT:2307A003#76	(\$976.62)
		03/22/2024	25626	510707251	57/LAMBERT THRU 12/29	\$3,361.91
PARSONS TRANSPORTATION GROUP						Total Check Amount: \$2,385.29
V54792	PLUMBERS DEPOT INC.	03/22/2024	14542	430515123	CAMERA REPAIR	\$4,116.58
PLUMBERS DEPOT INC.						Total Check Amount: \$4,116.58
V54793	PLUMBING WHOLESALE OUTLET, INC.	03/22/2024	18392	490515151	RR PARTS	\$36.85
		03/22/2024	18392	360515145	PLUMBING PARTS	\$99.10
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$135.95
V54794	QUARTECH CORRECTIONS LLC	03/22/2024	29933	950000000	ILJAOC IP SUPPORT FEB	\$10,000.00
QUARTECH CORRECTIONS LLC						Total Check Amount: \$10,000.00
V54795	QUINN COMPANY	03/22/2024	12380	480515161	SEALS	\$397.89
		03/22/2024	12380	480515161	CREDIT:PC810979490	(\$203.91)
QUINN COMPANY						Total Check Amount: \$193.98
V54796	RCS INVESTIGATIONS & CONSULTING LLC	03/22/2024	22534	110212111	BCKGRND INVESTIGATION	\$1,750.00
RCS INVESTIGATIONS & CONSULTING LLC						Total Check Amount: \$1,750.00

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V54797	ROLLINS, INC DBA ORKIN, LLC.	03/22/2024	30616	110515141	PEST CONTROL FEB 2024	\$240.00
		03/22/2024	30616	420515131	PEST CONTROL FEB 2024	\$75.00
		03/22/2024	30616	110515125	PEST CONTROL FEB 2024	\$345.00
		03/22/2024	30616	490515151	PEST CONTROL FEB 2024	\$1,335.00
ROLLINS, INC DBA ORKIN, LLC.					Total Check Amount:	\$1,995.00
V54798	RPW SERVICES, INC.	03/22/2024	3791	360515147	PEST CONTROL-WC PARK	\$180.00
RPW SERVICES, INC.					Total Check Amount:	\$180.00
V54799	BEVERLY SALAS	03/22/2024	32814	110404541	ARTGALLERY CONS SALES	\$28.39
BEVERLY SALAS					Total Check Amount:	\$28.39
V54800	SC FUELS	03/22/2024	16654	480515161	REG UNL ETH 3955.5GAL	\$16,411.79
SC FUELS					Total Check Amount:	\$16,411.79
V54801	SITEONE LANDSCAPE SUPPLY, LLC	03/22/2024	25942	110515141	IRRIGATION SUPPLIES	\$2,422.75
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$2,422.75
V54802	SOUTHERN CALIFORNIA NEWS GROUP	03/22/2024	32570	840141412	LEGAL NOTICE FEB 2024	\$341.54
SOUTHERN CALIFORNIA NEWS GROUP					Total Check Amount:	\$341.54
V54803	STATE INDUSTRIAL PRODUCTS	03/22/2024	8572	490515151	CHEMICALS (FD)	\$814.87
STATE INDUSTRIAL PRODUCTS					Total Check Amount:	\$814.87
V54804	STERICYCLE, INC.	03/22/2024	11925	110111161	DOC SHRED JAN/FEB24	\$15.99
		03/22/2024	11925	470141483	DOC SHRED JAN/FEB24	\$15.99
		03/22/2024	11925	110212122	DOC SHRED JAN/FEB24	\$295.11
STERICYCLE, INC.					Total Check Amount:	\$327.09
V54805	STOTZ EQUIPMENT	03/22/2024	24388	480515161	WIPER ASSEMBLY	\$123.26
STOTZ EQUIPMENT					Total Check Amount:	\$123.26
V54806	TERRY'S TESTING, INC.	03/22/2024	9217	490515151	BACKFLOW TESTING CCC	\$395.00
		03/22/2024	9217	110515143	BACKFLOW TESTING	\$2,145.00
		03/22/2024	9217	490515151	BACKFLOW TESTING	\$580.00
		03/22/2024	9217	110515141	BACKFLOW TESTING	\$1,650.00
TERRY'S TESTING, INC.					Total Check Amount:	\$4,770.00
V54807	THOMSON REUTERS - WEST	03/22/2024	22020	110212121	CLR LAW ENF+ENT JUN23	\$535.94
		03/22/2024	22020	110212121	CLR LAW ENF+ENT SEP22	\$535.94
		03/22/2024	22020	110212121	CLR LAW ENF+ENT FEB24	\$562.74
		03/22/2024	22020	110212121	CLR LAW ENF+ENT OCT22	\$535.94
THOMSON REUTERS - WEST					Total Check Amount:	\$2,170.56
V54808	AJA TOKUGAWA	03/22/2024	22121	110212111	TECHNOLOGY SUMMIT	\$49.00
AJA TOKUGAWA					Total Check Amount:	\$49.00
V54809	TROPICAL PLAZA NURSERY, INC	03/22/2024	2062	110515144	SPORTS PARK PLANTERS	\$6,800.66
		03/22/2024	2062	345515112	CLEAN UP ENCLOSURE	\$968.00
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$7,768.66

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V54810	TURBO DATA SYSTEMS, INC.	03/22/2024	1472	110212122	HHTPM LEASE FEB 2024	\$312.48
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$312.48
V54811	JORDAN TYSON	03/22/2024	27893	110404541	ARTGALLERY CONS SALES	\$298.90
JORDAN TYSON					Total Check Amount:	\$298.90
V54812	UKG KRONOS SYSTEMS LLC	03/22/2024	22688	110222223	IVR TELESTAFF JAN24	\$18.80
UKG KRONOS SYSTEMS LLC					Total Check Amount:	\$18.80
V54813	UNDERGROUND SERVICE ALERT/SC	03/22/2024	4537	420515131	UGTICKETS SEWER JAN24	\$629.50
		03/22/2024	4537	420515131	DSB FEE 2/1/2024	\$113.72
		03/22/2024	4537	420515131	UGTICKETS WATER JAN24	\$319.75
		03/22/2024	4537	420515131	DSB WTRDIST 2/1/24	\$56.86
UNDERGROUND SERVICE ALERT/SC					Total Check Amount:	\$1,119.83
V54814	UNICORN CRAFTS	03/22/2024	27894	110404541	ARTGALLERY CONS SALES	\$96.24
UNICORN CRAFTS					Total Check Amount:	\$96.24
V54815	UNITED ROTARY BRUSH CORPORATION	03/22/2024	16649	480515161	SWEEPER BROOMS	\$409.45
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$409.45
V54816	VINTAGE CREEK SENIOR APARTMENTS LP	03/22/2024	29395	270323218	SENIOR SUBSIDY APR24	\$508.00
VINTAGE CREEK SENIOR APARTMENTS LP					Total Check Amount:	\$508.00
V54817	VIRTUAL PROJECT MANAGER	03/22/2024	23508	510515171	CIP SW BCKUP/ST MAR24	\$500.00
VIRTUAL PROJECT MANAGER					Total Check Amount:	\$500.00
V54818	VORTEX	03/22/2024	15007	490515151	DOOR RPR-PIONEER HALL	\$987.80
VORTEX					Total Check Amount:	\$987.80
V54819	WALTERS WHOLESALE ELECTRIC	03/22/2024	1667	490515151	ELECTRICAL PARTS	\$50.65
WALTERS WHOLESALE ELECTRIC					Total Check Amount:	\$50.65
V54820	WAXIE SANITARY SUPPLY	03/22/2024	3332	490515151	JANITORIAL SUPPLIES	\$105.33
WAXIE SANITARY SUPPLY					Total Check Amount:	\$105.33
V54821	WEST COAST SAND & GRAVEL, INC.	03/22/2024	11519	110515141	SAND	\$635.92
WEST COAST SAND & GRAVEL, INC.					Total Check Amount:	\$635.92
V54822	WILLDAN ENGINEERING	03/22/2024	12445	110000000	INSP SVCS THRU 10/27	(\$3,759.00)
		03/22/2024	12445	110515171	INSP SVCS THRU 10/27	\$3,060.00
		03/22/2024	12445	110515171	INSP SVCS THRU 11/24	\$1,972.00
		03/22/2024	12445	510707631	INSP SVCS THRU 10/27	\$204.00
		03/22/2024	12445	110000000	INSP SVCS THRU 11/24	(\$3,199.00)
		03/22/2024	12445	510707631	INSP SVCS THRU 11/24	\$136.00
		03/22/2024	12445	510707960	INSP SVCS THRU 11/24	\$136.00
		03/22/2024	12445	840515171	INSP SVCS THRU 11/24	\$40,803.00
		03/22/2024	12445	840515171	INSP SVCS THRU 10/27	\$51,971.00
WILLDAN ENGINEERING					Total Check Amount:	\$91,324.00
V54823	WILLDAN FINANCIAL SERVICES	03/22/2024	23058	110141431	22/23 CONT DISCL STMT	\$1,650.00

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V54823	WILLDAN FINANCIAL SERVICES	03/22/2024	23058	420141431	22/23 CONT DISCL STMT	\$2,150.00
		03/22/2024	23058	630141432	22/23 CONT DISCL STMT	\$5,989.00
WILLDAN FINANCIAL SERVICES					Total Check Amount:	\$9,789.00
V54824	SARA L. WOODWARD	03/22/2024	26083	110212122	MILEAGE FEB 2024	\$98.89
SARA L. WOODWARD					Total Check Amount:	\$98.89
V54825	RACHEL E. MCCULLOUGH-ZAMORA	03/22/2024	29068	110404541	ARTGALLERY CONS SALES	\$22.40
RACHEL E. MCCULLOUGH-ZAMORA					Total Check Amount:	\$22.40
Voucher Subtotal						\$295,337.63
TOTAL						\$590,792.48